

## SECTION 999.5(d)(1)

### DESCRIPTION OF TRANSACTION

#### (d)(1)(A)

**(A) The following is a full description of the proposed transaction:**

#### ***Sale of Fair Oaks, Greenhaven and Manzanita***

The proposed transaction involves the sale of three skilled nursing facilities (SNFs) located in the Sacramento area. The three properties are stand-alone skilled nursing facilities and are not part of a continuing care retirement community ("CCRC"). The three skilled nursing facilities included in the transaction are Eskaton Care Center Fair Oaks ("Fair Oaks"), Eskaton Care Center Greenhaven ("Greenhaven") and Eskaton Care Center Manzanita ("Manzanita"). Fair Oaks includes 149 licensed beds, while Greenhaven includes 148 licensed beds, and Manzanita has 99 licensed beds. The facilities have an average CMS Star rating of 4.7. The three SNF properties have been declining in occupancy since the COVID-19 pandemic. Fair Oaks, Greenhaven, and Manzanita maintained a 90 percent occupancy rate from 2017-2019. However, for the twelve month period ending on September 30, 2022, consolidated occupancy for the three facilities was at 70 percent. Eskaton wishes to divest these three stand-alone SNFs in order to focus on expanding and growing its existing retirement housing communities, home health services, and CCRC facilities.

#### ***Seller: Eskaton Properties, Inc.***

The current owner of the three skilled nursing facilities is Eskaton Properties, Inc. ("Eskaton"), a California non-profit public benefit corporation formed in 1968. Eskaton's primary mission is to enhance the quality of life for seniors by providing innovative health, housing, and social services. Eskaton also operates nonmedical homecare, adult day services, and various community service programs. Eskaton operates four SNFs in the Sacramento area, including one that is part of a continuing care retirement community. It would like to divest its three stand-alone SNFs in order to focus on providing these services.

#### ***The Purchaser: International Equity Partners***

The proposed purchaser is International Equity Partners ("IEP"), a Los Angeles based investment company that operates facilities throughout California, operating and controlling approximately 100 health care facilities comprised of over 9,000 licensed beds. On February 9, 2023, IEP sent a Letter of Intent regarding their offer to purchase the above three SNFs. An Asset Purchase Agreement ("APA") was entered into between the parties on March 23, 2023. The purchase price is \$35,640,000.

IEP has also formed three separate LLCs to take title to and operate Fair Oaks, Greenhaven, and Manzanita, respectively. E3 Acquisition, LLC, the parent company of the three LLCs, is 100 percent owned by Abraham Bak and Menachem Gastwirth, the principals of IEP. This parent company wholly owns the three separate LLCs which will take title to the property: 11300 Fair

Oaks Boulevard, LLC, 455 Florin Road, LLC, and 5318 Manzanita Avenue, LLC. As may be apparent from the company names, 11300 Fair Oaks Boulevard LLC will take title to Fair Oaks, 455 Florin Road, LLC will take title to Greenhaven, and 5318 Manzanita Avenue, LLC will take title to Manzanita. (See the attached organizational chart detailing this ownership structure.) In addition, IEP has created three new operators, identified below and in the APA, which will lease and operate the three properties from Eskaton between the Operations Transfer Date and the Transition Date, as both terms are defined under the APA. Essentially the new operators will operate each facility between the closing date and the date upon which CDPH issues a new skilled nursing facility license to each facility. Mackenzie LLC will lease and operate Fair Oaks, Bawitdaba LLC will lease and operate Greenhaven, and Baleen LLC will lease and operate Manzanita. Please note that each of the operating agreements between Eskaton and the new operators is included in Section 999.5(d)(1)(B) below.

### ***The Manager: Cypress Healthcare Group***

IEP plans to operate Fair Oaks, Greenhaven and Manzanita through Cypress Healthcare Group (“Cypress”). Cypress is a skilled nursing facility management company that was formed in 2019 and focuses exclusively on operating and managing SNFs in the Sacramento area. Cypress’ principal operators have over 25 years of industry experience operating SNFs and all of its owners reside in the Sacramento area. Cypress currently operates nine SNFs in the area and each of the owners is involved in the day-to-day operating functions of the facilities they manage.

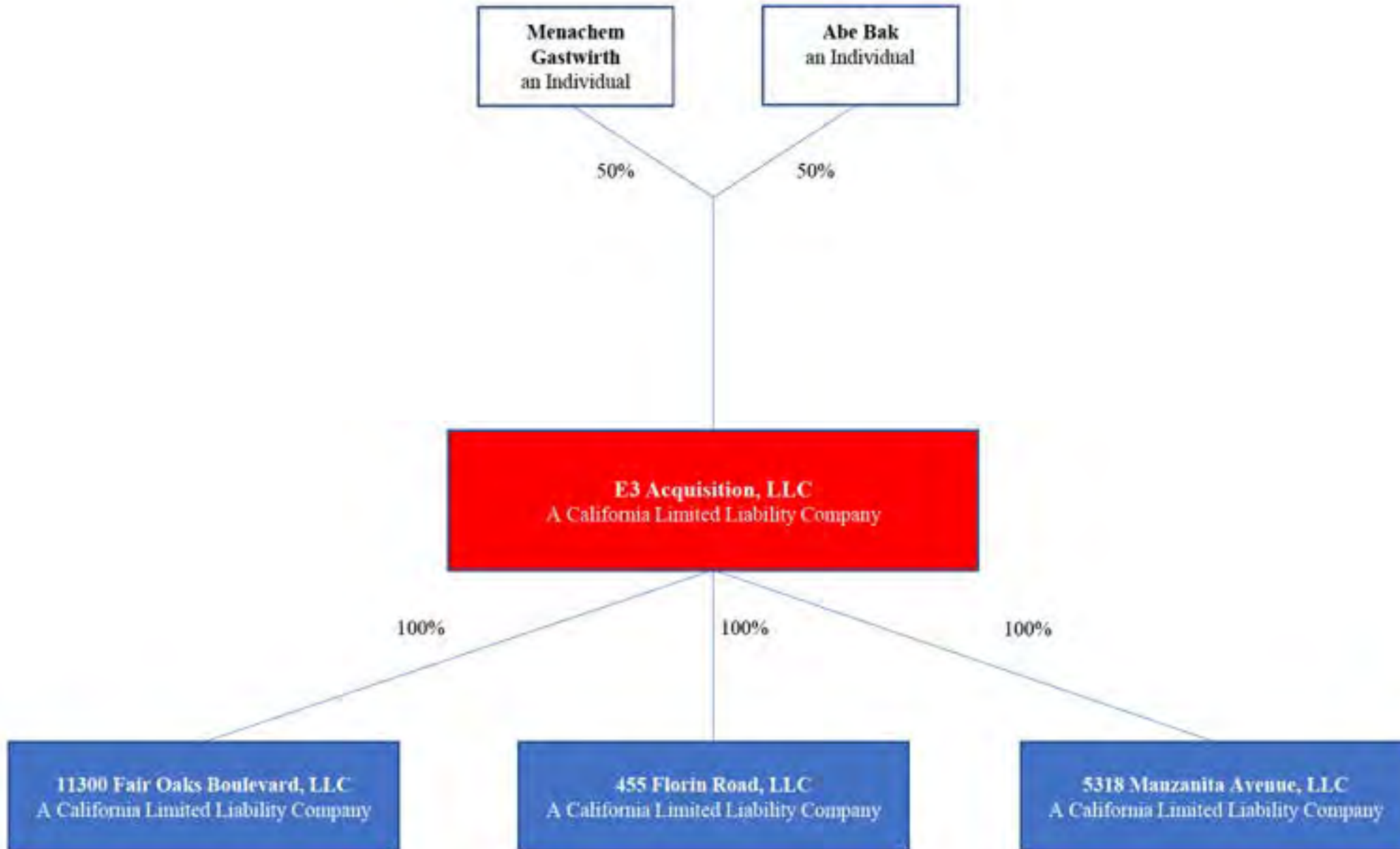
### ***Proposed Transaction***

As discussed more fully elsewhere in the application, Eskaton elected to sell its three stand-alone nursing facilities in order to focus on its existing continuing care retirement community and home services offerings. After soliciting offers from interested parties in the fall of 2022, Eskaton received offers from eight interested parties, including IEP. Although Eskaton received two offers that were higher than IEP’s, those operators did not have experience operating SNFs in California and were less familiar with the Sacramento area. For an overview of the eight offers received, please see the LOI Matrix attached to this section. On February 9, 2023, Eskaton and IEP entered into an exclusive letter of intent (“LOI”) with an agreed upon purchase price of \$35,640,000.

The parties entered into an Asset Purchase Agreement (“APA”) outlining this transaction on March 24, 2023. In an effort to streamline this transaction, IEP has already filed the necessary change of ownership applications with the California Department of Public Health and the State’s Medicare contractor. Both of these change of ownership applications were filed on February 17, 2023 with the respective licensing agencies. IEP and Cypress have agreed to hire substantially all of Eskaton’s current employees and Eskaton and IEP plan to announce the sale to the skilled nursing facility residents and employees in the near future. The transaction is scheduled to close the first day of the month following the receipt of all requisite approvals and closing conditions, including but not limited to, approval by the Attorney General’s Office.

The parties need to close the transaction before July 1, 2023 to avoid a change in licensing laws which will make the transition to any buyer significantly more difficult than under the current law.





**List of Managers:**

**E3 Acquisition, LLC:** Abe Bak  
Menachem Gastwirth

**11300 Fair Oaks Boulevard LLC:** Abe Bak  
Menachem Gastwirth

**455 Florin Road LLC:** Abe Bak  
Menachem Gastwirth

**5318 Manzanita Avenue LLC:** Abe Bak  
Menachem Gastwirth

**List of EIN's**

**Abe Bak:** [REDACTED]

**Menachem Gastwirth:** [REDACTED]

**E3 Acquisition, LLC:** [REDACTED]

**11300 Fair Oaks Boulevard LLC:**

**455 Florin Road LLC:**

**5318 Manzanita Avenue LLC:**

**SECTION 999.5(d)(1)(B)**

**(B) A complete copy of all proposed written agreements or contracts to be entered into by the applicant and the transferee that relate to or effectuate any part of the proposed transaction.**

The following agreements have been prepared to effect the proposed sale and are attached to this Section:

1. Asset Purchase Agreement by and among Eskaton and IEP effective March 23, 2023.
2. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from Eskaton dated March 16, 2023
3. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from Eskaton dated March 15, 2023.
4. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from IEP dated March 14, 2023.
5. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 9, 2023.
6. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 8, 2023.
7. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 7, 2023.
8. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated February 24, 2023.
9. DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated February 23, 2023.
10. Eskaton Guaranty dated March 17, 2023.
11. Limited Liability Company Operating Agreement for 11300 Fair Oaks Boulevard LLC dated February 21, 2023.
12. Limited Liability Company Operating Agreement for 455 Florin Road LLC dated February 21, 2023.
13. Limited Liability Company Operating Agreement 5318 Manzanita Avenue dated February 21, 2023.
14. Limited Liability Company Operating Agreement between IEP and E3 Acquisition LLC dated February 21, 2023.

15. Management and Operations Transfer Agreement by and between Mackenzie LLC and Eskaton dated March 24, 2023.
16. Management and Operations Transfer Agreement by and between Bawitdaba LLC and Eskaton dated March 24, 2023.
17. Management and Operations Transfer Agreement by and between Baleen LLC and Eskaton dated March 24, 2023.
18. DRAFT Management and Operations Transfer Agreement with redline from Eskaton dated March 15, 2023.
19. DRAFT Management and Operations Transfer Agreement with redline from IEP dated March 10, 2023.
20. DRAFT Management and Operations Transfer Agreement with redline from Cyprus dated March 10, 2023.
21. DRAFT Management and Operations Transfer Agreement with redline dated March 8, 2023.
22. DRAFT Management and Operations Transfer Agreement with redline from Cypress dated February 28, 2023.
23. DRAFT Management and Operations Transfer Agreement with redline dated February 16, 2023.
24. DRAFT Management and Operations Transfer Agreement dated February 15, 2023.
25. Letter of Intent from IEP dated February 9, 2023.

## **SECTION 999.5(d)(1)(B)**

**1) Asset Purchase Agreement by and among Eskaton and IEP effective March 24, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of March 24, 2023 (the “Effective Date”), is entered into by ESKATON PROPERTIES, INCORPORATED, a California nonprofit public benefit corporation (“Seller”), on the one hand, and 11300 FAIR OAKS BOULEVARD, LLC, a California limited liability company, 455 FLORIN ROAD, LLC, a California limited liability company, and 5318 MANZANITA AVENUE, LLC, a California limited liability company (each, a “Purchaser” and collectively, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed as a skilled nursing facility, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be

immediately released to Seller as non-refundable consideration for entering into this Agreement and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of \$500,000.00 (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or

written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of



1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in

Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a “Proceeding”) pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller’s Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers’ compensation, employer’s liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers’ compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) Intentionally Omitted;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller for dates of service prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but

solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Seller shall not be in default of this Agreement, unless Seller shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Purchasers and the New Operator. In the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$100,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Purchaser shall not be in default of this Agreement, unless Purchaser shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Seller. Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER**





UPON SUCH A PURCHASER DEFAULT, SUCH LIQUIDATED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.

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(Purchasers' Initials)

  
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(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 which are in Seller's possession or control (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date. Seller shall go through all of the managed care payor contracts (collectively, the "Managed Care Contracts") within ten (10) days of the Effective Date to determine if there are any confidentiality restrictions in any of the Managed Care Contracts prohibiting Seller from sharing copies of same with Purchaser and New Operator (collectively, the "Confidentiality Restricted Managed Care Contracts"). Notwithstanding anything to the contrary, Seller shall not provide Purchaser and New Operator with copies of any Confidentiality Restricted Managed Care Contracts unless and until Seller obtains the consent of the party under such contract to provide a copy of such contract to Purchaser and New Operator.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the



termination of this Agreement. As used herein, “Required Operations Due Diligence Materials” means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys (“ALTA Surveys”) in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the “Real Property”). Any new ALTA Survey or any existing ALTA Surveys updates (each, a “New Survey”) required by any Purchaser or any Purchaser’s lender shall be at such Purchaser’s sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes and assessments not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in

which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, "Supplemental Commitment") with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a "New Title Matter"), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser's receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the "Environmental Notice"). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due

Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives ("Purchasers' Agents") to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers' and Purchasers' Agents' right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers' Agents related to said entry.

(ii) Purchasers, at Purchasers' sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers' Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours' written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers' Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers' and Purchasers' Agents' activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives ("Seller's Agents") and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers' Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller's Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) the sole and active negligence or willful misconduct of Seller or any of the Seller's Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser's entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and

with an endorsement reasonably acceptable to Seller attached to such certificate. Seller shall be named as additional insured upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability

of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the "Released Claims"); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, "Surviving Claims"). The Released Claims shall not include any items covered by Seller's express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

  
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of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement. Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the "Released Claims"); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, "Surviving Claims"). The Released Claims shall not include any items covered by Seller's express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

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Seller's initials



## SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

### (b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the Purchasers, a fully executed copy of the Eskaton Guaranty, executed by the Eskaton Guarantor (as defined below);

(iv) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(v) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(vi) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vii) to the applicable New Operator, executed counterpart copies of the MOTAs for each Facility (as defined in Section 5.23) executed by Seller;

(viii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “A” of the MOTAs for each Facility (each, an “Interim Sublease”) executed by Seller;

(ix) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “B” of the MOTAs for each Facility (each, an “Assignment of Admission Agreements”);

(x) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(xi) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xii) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xiii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;



(xiv) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xv) to the applicable New Operator, the Employee Records;

(xvi) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvii) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xviii) to each New Operator, all keys to the applicable Facility;

(xix) to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xx) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Assignment of Admission Agreements, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

#### SECTION 2.08. Patient Funds.

(a) At the Closing and pursuant to the MOTA, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to residents at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Seller shall transfer all such funds to the applicable New Operator pursuant to the procedures described within the MOTA.

(b) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

#### SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller’s written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period,

such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of

incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals,

including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller’s knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller’s knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility’s physical structure and environment, licensing, quality and adequacy of nursing

facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies with respect to each Facility on its most recent survey (standard or complaint) that is reasonably expected to result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3) on the most recent survey. No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program) to Seller's knowledge.

(g) Except as set forth in Schedule 3.05(g), to Seller's knowledge, Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has

not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) There is no pending, or to Seller's knowledge, threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) To Seller's knowledge, all Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are accurate and complete in all material respects and have not been misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) To Seller's knowledge, neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas

neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) To Seller's knowledge, neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. To Seller's knowledge, Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, to Seller's knowledge, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. To Seller's knowledge there is no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.



(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a "Room Size Waiver"), (ii) to Seller's knowledge, any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). To Seller's knowledge, Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

"Health Care Authority/ies" shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

"Health Care Requirements" shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

"Medi-Cal" means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

#### SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller's real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller's period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

#### SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising

agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been

well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, “Stimulus/Relief Funds” means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), Paycheck Protection Program (“PPP”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The

Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller’s knowledge there is no action, suit, investigation, audit or assessment pending or proposed or to Seller’s knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective

Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller’s knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.



### SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

#### (b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller’s knowledge there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued,

promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“CERCLA”), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term “Hazardous Materials” means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term “Mold” shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller’s knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller’s knowledge, there are no unfair labor practice charges or complaints pending or to Seller’s knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller’s knowledge, there are no pending or threatened union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller’s knowledge, there are no pending or to Seller’s knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

#### (b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, and other unpaid benefits for employees of the Business which Seller is obligated by law to pay, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the “WARN Act”), (i) Seller has not effectuated a “plant closing” (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site

of employment or facility of the Business, (ii) there has not occurred a “mass layoff” (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller’s employees has suffered an “employment loss” (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an “Embargoed Person”); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller’s knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no

knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The terms "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of the person signing this Agreement and the executive director of each Facility, but only as to the Facility in which he or she works, without any duty of inquiry or investigation, and no one else. The persons charged with such knowledge shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the

Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;



(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak ([abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein ([alex@iepcorp.com](mailto:alex@iepcorp.com)), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) Intentionally omitted;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator

or its designated Affiliates to operate each applicable Facility from and after the Closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator (as defined in Section 1.05 above). Per Section 1267.61(a) of the California Health and Safety Code, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement to all of the residents of each Facility. Seller shall post a copy of such notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date and in accordance with the MOTA provisions, including Section 6.2.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other representative retained by Seller to, (i) solicit, initiate, encourage, entertain, accept or consider any “other bid”, (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. As used in this Section 5.02, “other bid” shall mean any proposal to acquire, directly or indirectly, any of the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other

information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

#### SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

#### SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date.

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume the unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the "Pre-Closing QA Fees"). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the "Assumed QA Fees"). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon

as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the “Actual QA Fees”). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a “QA Fee Deficiency Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the “Excess QA Fee Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. “Employee Records” shall mean the names of each employee, and that employee’s title, commencement date of employment, salary and employee benefits, but does not include any other matters regarding the employees, including, but not limited to employee evaluations and disciplinary matters.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or

accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator's power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Disclosures. Seller shall provide to Purchaser with the completed schedules for all of the schedules referenced in Article III of this Agreement within ten (10) days after the Effective Date. After the delivery of the schedules, Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that

Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within ten (10) business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Intentionally Omitted.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to



consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New

Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d) Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e) Each New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) the costs of third party consultants reasonably engaged by any New Operator, after using its best reasonable efforts to effect remedies through the use of in-house personnel and in-house consultants, to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medical payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”), unless the DPNA is implemented due to New Operator's failure to come into substantial compliance (as that term is defined in Part 488 of 42 C.F.R.) during revisit(s) occurring after the Closing Date. If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonable commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. For any funds related to COVID-19 relief efforts that are received after Closing, the parties shall comply with the provisions of Section 4.2 of the MOTA. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party's Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in their reasonable determination). For purposes of this subsection, “material conditions” shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that imposes a financial burden on Purchasers or New Operators collectively in the amount of \$500,000 or more. If the Attorney General Approval contains any material conditions on the approval that are unacceptable to Purchasers and/or New Operators in accordance with this section, then Purchasers and Seller shall meet and confer for a period of fourteen (14) days after receipt of the Attorney General Approval (the “Meet and Confer Period”) to use their commercially reasonable efforts to reach a mutually acceptable resolution to address such material conditions. If the parties are unable to reach a mutually acceptable resolution during the Meet and Confer Period, then Purchasers can terminate this Agreement, in which case, a portion of the Deposit shall be returned to Purchasers and a portion of the Deposit shall be released to Seller, in accordance with the terms and provisions of Section 2.02(d) of this Agreement.

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval.

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

ARTICLE VIII  
INDEMNIFICATION

SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives (collectively, the “Purchaser Indemnified Parties”) against, and hold them harmless from, any Losses, as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement (including, without limitation, under Section 15.2 of each MOTAs) or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser’s and New Operator’s right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement (including, without limitation, under Section 15.2 of each MOTAs) or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not



found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Losses, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Losses, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith (including, without limitation, under Section 15.3 of each MOTA), (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement (including, without limitation, under Section 15.3 of each MOTA) or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other

comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Losses for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Losses and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and

(upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is twelve (12) months after the Closing Date (the "First Release Date"), \$250,000.00 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided,

however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$250,000.00 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$250,000.00, then no Escrow Funds shall be released to Seller on the First Release Date. On the second anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Parent Guaranty. On the Closing Date, Eskaton, a California nonprofit public benefit corporation (“Eskaton Guarantor”) shall execute and deliver to Purchasers and New Operators a guaranty, substantially in the form of Exhibit J attached hereto (the “Eskaton Guaranty”), pursuant to which Eskaton Guarantor shall guaranty any indemnified Losses in favor of any of the Purchaser Indemnified Parties in excess of the amount of the Escrow Funds then on deposit with Escrow Agent. The Eskaton Guaranty shall terminate on the date that is three (3) years after the Closing Date (the “Guaranty Survival Date”); provided, however, any claims for Losses by any Purchaser Indemnified Parties prior to the Guaranty Survival Date that have not been finally resolved prior to the Guaranty Survival Date shall survive the Guaranty Survival Date until all such claims have been finally resolved.

(f) Straddle Claims. Notwithstanding the foregoing, to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a “Straddle Claim”), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on: 1) on comparative fault based on the facts of the case, to the extent determinable, and 2) if the comparative fault cannot be reasonably determined, on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder. In the event of a Straddle Claim, the parties will meet and confer in a good faith effort to resolve the dispute and the equitable apportionment between the parties.

(g) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.09, 3.12, 3.14, 3.17, 3.18, 3.19, or 3.22 (collectively, the “Fundamental/Operational Representations”))

shall survive for one (1) year following the Closing; (ii) The Fundamental/Operational Representations shall survive for two (2) years after the Closing; and (iii) claims for fraud shall survive for the applicable statute of limitations period.

## ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator. In case of any assignment, Purchaser and any New Operator shall not be released from any of its obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel)

acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

**SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions.** (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a

reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Losses” mean, collectively, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses).

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this



Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

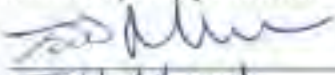
SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchasers have duly executed this Agreement as of the date first written above.

**SELLER:**

ESKATON PROPERTIES, INCORPORATED  
a California nonprofit public benefit corporation

By:   
Name: Zedd Murch  
Title: CEO

**PURCHASERS:**

11300 FAIR OAKS BOULEVARD, LLC,  
455 FLORIN ROAD, LLC, and  
5318 MANZANITA AVENUE, LLC,  
each, a California limited liability company

By: \_\_\_\_\_  
Name: Abe Bak  
Title: Manager

IN WITNESS WHEREOF, Seller and Purchasers have duly executed this Agreement as of the date first written above.

**SELLER:**

ESKATON PROPERTIES, INCORPORATED  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASERS:**

11300 FAIR OAKS BOULEVARD, LLC,  
455 FLORIN ROAD, LLC, and  
5318 MANZANITA AVENUE, LLC,  
each, a California limited liability company

By:  \_\_\_\_\_  
Name: Abe Bak  
Title: Manager

ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Form of Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
Exhibit “J”	-	Form of Eskaton Guaranty
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers

Schedule 3.06	-	Liens on Assets (Other than Real Property)
Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Property
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled "Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000



**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL PROPERTY**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita Avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

**EXHIBIT C**

**FORM OF BILL OF SALE**

**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation



## EXHIBIT D

### FORM OF NEW OPERATOR BILL OF SALE

#### BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

#### RECITALS:

A. Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

B. In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Defined Terms. Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

2. Transferred Assets.

**2.1** Acquired Assets. Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

(a) Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this “Agreement”) is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_ (the “Effective Date”), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the “Purchase Agreement”) by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ (“Purchaser”) certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.

**C.** Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

#### AGREEMENT:

**NOW, THEREFORE,** the parties hereby agree as follows:

**1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller’s right, title and interest to the contracts set forth on Exhibit “A” (the “Assigned Contracts”).

**2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller’s right, title and interest to the Assigned Contracts and hereby assumes Seller’s obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the “Assumed Obligations”).

**3. MISCELLANEOUS PROVISIONS.**

**(a)** Seller and New Operator agree, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller’s rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator’s assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

(b) All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

(c) Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"  
Assigned Contracts

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$500,000.00 with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$500,000.00, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$500,000.00, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+" by

S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is twelve (12) months after the Closing Date (the “First Release Date”), \$250,000 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$250,000, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$250,000, then no Escrow Funds shall be released to SELLER on the First Release Date.

5. On the second anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

6. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney’s fees that are incurred in connection with filing the interpleader action.



7. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further

obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

8. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

9. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

11. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating

agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**INTENTIONALLY OMITTED**



**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I**

**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

**EXHIBIT J**  
**FORM OF ESKATON GUARANTY**

## SCHEDULE 1

### FACILITIES AND SELLER

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

## SCHEDULE 2.03

### DOCUMENTS AND INFORMATION

1. Historical unaudited financial statements for 2019, 2020, 2021 and YTD 2022 with departmental detail by Revenue and Expense category.
2. Detailed Historical Census days organized by Payor Class for 2019, 2020, 2021 and YTD 2022.
3. Prior 2 Years Cost Reports for Medicaid and Medicare (audited if available)
4. Schedule of and copies of all vendor contracts in-place with the Facility that may not be canceled with 10-day notice or less.
5. Historical number of hours/wages paid and accrued by employees by department and position within each department for 2020, 2021 and YTD 2022
6. Schedule And Copies of Managed Care Payor Contracts
7. Copy of detailed floor plans reflecting units in use and number of beds in operation at the given unit. Include information of operating beds removed from use as well as existing room size waivers.
8. Detailed information on the size of existing emergency generators and the estimated age
9. Description and schedule of employee benefits and copies of all employee policy manuals and handbooks
10. Detailed Current Employee register detailing benefit enrollment figures and premium payment amounts and responsibilities
11. Copies of Land Surveys of- Real Property, existing title Policies, and if applicable, conditional use permits, zoning letters, zoning reports, building permits and any pending permit application for the further improvement of the Real Property.

12. Copies of all inspection reports, surveys, POC's, citations and compliance notifications affecting the facility for the previous 3-year inspections cycles, together with all copies of correspondence to licensing authorities relating to the facility. This includes health, life safety, complaints, and other related survey information.
13. Schedule of any open health or life safety survey with pending results from the State.
14. Schedule of Open deficiencies not yet cleared with the State as a result from surveys
15. Copies of Seller's Workers' Compensation loss reports for the past five (5) years, and the latest experience modification computation issued by the Workers' Compensation Insurance Rating Bureau.
16. Copies of loss runs from insurance provider for the current and prior five (5) years for PL/GL insurance, Property insurance, and other in-place insurance.
17. Copies of property tax bills for the Real Property and Personal Property for the 2020-2021 and 2021-2022 tax years.
18. Details regarding any OSHPD construction projects submitted and or performed within the past 3 years.
19. If applicable, litigation schedule with summary/description of all pending or threatened claims and their current status, with evaluation of exposure.
20. Any information on completed or pending RACS, Probes, Open Billing Audits, or any other open audit information with respect to the Facility
21. Recent detailed AR/AP aging.
22. Current bed tax outstanding balance.
23. Outline of CARES ACT stimulus funding received including Medicare Advance Payments, treatment of Grant Money on financials, Payroll Tax deferment, etc.



## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**

**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**



**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**

**OTHER REAL PROPERTY INTERESTS**

**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**

**INTENTIONALLY OMITTED**

**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**



**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**

**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**

**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**



**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**

## **SCHEDULE 5.22**

### **NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita

**SECTION 999.5(d)(1)(B)**

**2) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from Eskaton dated March 16, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of March, 2023 (the “Effective Date”), is entered into by ESKATON PROPERTIES, INCORPORATED, a California nonprofit public benefit corporation (“Seller”), on the one hand, and 11300 FAIR OAKS BOULEVARD, LLC, a California limited liability company, 455 FLORIN ROAD, LLC, a California limited liability company, and 5318 MANZANITA AVENUE, LLC, a California limited liability company (each, a “Purchaser” and collectively ~~referred to herein as~~, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed as a skilled nursing facility, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of ~~\$1,250,000.00~~<sup>+500,000.00</sup> (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

~~<sup>+</sup>Subject to confirmation between Abe and Mark.~~

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;



(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a "Proceeding") pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) Intentionally Omitted;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller for dates of service prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

~~(iv) any Pro-rations to be made pursuant to the MOTAs; and~~

(iv) ~~(v)~~ other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by

Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance

Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Seller shall not be in default of this Agreement, unless Seller shall fail to cure any breach of the terms of this Agreement following ten (10) days’ written notice thereof from Purchasers and the New Operator. In the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser’s sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser’s actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys’ fees) in an amount not to exceed \$100,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Purchaser shall not be in default of this Agreement, unless Purchaser shall fail to cure any breach of the terms of this Agreement following ten (10) days’ written notice thereof from Seller. Notwithstanding anything to the contrary herein, in the event of a default by any

Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real

Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, “Required Operations Due Diligence Materials” means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys (“ALTA Surveys”) in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the “Real Property”). Any new ALTA Survey or any existing ALTA Surveys updates (each, a “New Survey”) required by any Purchaser or any Purchaser’s lender shall be at such Purchaser’s sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes and assessments not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller



in writing of such Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, "Supplemental Commitment") with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a "New Title Matter"), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser's receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or

disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the “Environmental Notice”). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“Purchasers’ Agents”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours’ written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers’ Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers’ and Purchasers’ Agents’ activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives (“Seller’s Agents”) and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys’ fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers’ Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller’s Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired

Assets resulting from the information disclosed by any such investigation or tests, (b) the sole and active negligence or willful misconduct of Seller or any of the Seller's Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser's entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller shall be named as additional insured upon such insurance<sup>2</sup>. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and

~~<sup>2</sup>Insurance company will only name specific entities and specific individuals as additional insureds.~~

expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the "Released Claims"); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, "Surviving Claims"). The Released Claims shall not include any items covered by Seller's express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or

unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers' initials

\_\_\_\_\_  
Seller's initials

#### SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the Purchasers, a fully executed copy of the Eskaton Guaranty, executed by the Eskaton Guarantor (as defined below);

(iv) ~~(iii)~~ to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(v) ~~(iv)~~ such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(vi) ~~(v)~~ to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vii) ~~(vi)~~ to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(viii) ~~(vii)~~ to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “A” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;

(ix) ~~(viii)~~ to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “B” of the MOTA for each Facility (each, an “Assignment of Admission Agreements”);

(x) ~~(ix)~~ to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(xi) ~~(x)~~ to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xii) ~~(xi)~~ to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xiii) ~~(xii)~~ an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic's, materialman's or other statutory liens;

(xiv) ~~(xiii)~~ any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xv) ~~(xiv)~~ to the applicable New Operator, the Employee Records;

(xvi) ~~(xv)~~ to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvii) ~~(xvi)~~ to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xviii) ~~(xvii)~~ to each New Operator, all keys to the applicable Facility;

(xix) ~~(xviii)~~ to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xx) ~~(xix)~~ such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Assignment of Admission Agreements, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

SECTION 2.08. ResidentPatient Funds.

(a) At the Closing and pursuant to the MOT A, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to residents at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Seller shall transfer all such funds to the applicable New Operator pursuant to the procedures described within the MOT A.

(b) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each



applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and

each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree ("**Judgment**") or statute, law (including common law), codes, ordinance, rule or regulation ("**Applicable Law**") applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization ("**Consent**") of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "**Governmental Entity**"), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser's or New Operator's (as opposed to any other third party's) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the "**Balance Sheet**") and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the "**Financial Statements**"). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied ("**GAAP**") (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller’s knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller’s knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider

payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller's knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility's physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies with respect to each Facility on its most recent survey (standard or complaint) that is reasonably expected to result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3) on the most recent survey. No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program) to Seller's knowledge.

(g) Except as set forth in Schedule 3.05(g), to Seller's knowledge, Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or

manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to ~~Seller's~~Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) There is no pending, or to Seller's knowledge, threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) To ~~Seller's~~Seller's knowledge, all Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are accurate and complete in all material respects and have not been misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements,

refurbishments or improvements (“HCAI Work”) at each Facility were received by Seller in connection with all HCAI Work. To Seller’s knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, “HCAI” shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the “Survey Reports”) for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) To ~~Seller's~~Seller's knowledge, neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) To Seller's knowledge, neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. To Seller's knowledge, Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, to Seller's knowledge, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller’s knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the “Leases”). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. To Seller's knowledge there is no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.

(~~x~~y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(~~x~~z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a "Room Size Waiver"), (ii) to Seller's knowledge, any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). To Seller's knowledge, Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(~~z~~aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

"Health Care Authority/ies" shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership,

operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

“Health Care Requirements” shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indignant persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

#### SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.



(a) Intentionally Omitted.

(b) To Seller's knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller's real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller's period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

#### SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of

this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the

termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements (“Patient Care Contracts”) have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, “Stimulus/Relief Funds” means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), Paycheck Protection Program (“PPP”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and

the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all

such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller's knowledge there is no action, suit, investigation, audit or assessment pending or proposed or to Seller's knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service ("IRS") Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is "tax exempt use property" within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable

possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller's knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. "Seller Material Adverse Effect" means any event, state of facts, circumstance, development, change, effect or occurrence (an "Effect") that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

#### SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all "employee pension benefit plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the "Seller Pension Plans") and all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called "Seller Benefit Plans"). None of Seller Benefit Plans is a "multiemployer plan" as defined in Section 3(37) of ERISA.

#### (b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller's knowledge there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna



or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term "Mold" shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term "Release" means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller’s knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller’s knowledge, there are no unfair labor practice charges or complaints pending or to Seller’s knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller’s knowledge, there are no pending or threatened union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller’s knowledge, there are no pending or to Seller’s knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity

responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, and other unpaid benefits for employees of the Business which Seller is obligated by law to pay, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the “WARN Act”), (i) Seller has not effectuated a “plant closing” (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a “mass layoff” (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller’s employees has suffered an “employment loss” (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an “Embargoed Person”); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The terms "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of the person signing this Agreement and the executive director of each Facility, but only as to the Facility in which he or she works, ~~after reasonable~~without any duty of inquiry ~~and/or~~ investigation ~~into such matter~~, and no one else. The persons charged with such knowledge shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated

thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

ARTICLE V  
COVENANTS

SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or

other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak (abe@iepcorp.com) and Alex Fenigstein (alex@iepcorp.com), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) Intentionally omitted;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and



(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator or its designated Affiliates to operate each applicable Facility from and after the Closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator (as defined in Section 1.05 above). Per Section 1267.61(a) of the California Health and Safety Code, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement to all of the residents of each Facility. Seller shall post a copy of such notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date and in accordance with the MOTA provisions, including Section 6.2.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other representative retained by Seller to, (i) solicit, initiate, encourage, entertain, accept or consider any “other bid”, (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. As used in this Section 5.02, “other bid” shall mean any proposal to acquire, directly or indirectly, any of the

Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or

completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

#### SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be

entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date.

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume ~~any~~the unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the "Pre-Closing QA Fees"). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the "Assumed QA Fees"). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the "Actual QA Fees"). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a "QA Fee Deficiency Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the "Excess QA Fee Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. "Employee Records" shall mean the names of each employee, and that employee's title, commencement date of employment, salary and employee benefits, but does not

include any other matters regarding the employees, including, but not limited to employee evaluations and disciplinary matters.

**SECTION 5.09. Benefit Plan Matters.**

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator’s power to amend or terminate any such plan in accordance with its terms.

**SECTION 5.10. Supplemental Disclosure.** Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

**SECTION 5.11. Post-Closing Cooperation.**

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and

accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

~~(e) To the extent such post-Closing cooperation activities are not discussed herein, Seller, Purchasers, and any New Operators shall comply with their respective obligations regarding the transition of managerial and operational duties as described within the MOTA.~~

(c) ~~(d)~~ Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) ~~(e)~~ The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or

announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within ten (10) business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Intentionally Omitted.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto.

~~[REVIEW NOTE. SELLER AND NEW OPERATOR SHOULD ENTER INTO A LICENSE AGREEMENT FOR THE USE OF THE NAMES “ESKATON CARE CENTER AT MANZANITA”, “ESKATON CARE CENTER AT FAIR OAKS” AND “ESKATON CARE CENTER AT GREENHAVEN” WHICH SHOULD BE INCLUDED IN THE MOTA].~~ The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d) Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e) Each New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) the costs of third party consultants reasonably engaged by any New Operator, after using its best reasonable efforts to



effect remedies through the use of in-house personnel and in-house consultants, to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”), unless the DPNA is implemented due to New Operator's failure to come into substantial compliance (as that term is defined in Part 488 of 42 C.F.R.) during revisit(s) occurring after the Closing Date. If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. For any funds related to COVID-19 relief efforts that are received after Closing, the parties shall comply with the provisions of Section 4.2 of the MOTA. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party's Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or

shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset

with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in their reasonable determination). For purposes of this subsection, "material conditions" shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: ~~(i) imposes a financial burden on Purchasers or New Operators collectively in the amount of \$ \_\_\_\_\_; (ii) requires New Operator to maintain the same case mix and/or census of any~~

~~Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing, 500,000 or more. If the Attorney General Approval contains any material conditions on the approval that are unacceptable to Purchasers and/or New Operators in accordance with this section, then Purchasers and Seller shall meet and confer for a period of fourteen (14) days after receipt of the Attorney General Approval (the "Meet and Confer Period") to use their commercially reasonable efforts to reach a mutually acceptable resolution to address such material conditions. If the parties are unable to reach a mutually acceptable resolution during the Meet and Confer Period, then Purchasers can terminate this Agreement, in which case, a portion of the Deposit shall be returned to Purchasers and a portion of the Deposit shall be released to Seller, in accordance with the terms and provisions of Section 2.02(d) of this Agreement.~~

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval ~~and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in their reasonable determination). For purposes of this subsection, "material conditions" shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: (i) imposes a financial burden on Purchasers or New Operators collectively in the amount of \$ \_\_\_\_\_; (ii) requires New Operator to maintain the same case mix and/or census of any Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing.~~

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

ARTICLE VIII  
INDEMNIFICATION

SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives (collectively, the “Purchaser Indemnified Parties”) against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the “Losses”), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser’s and New Operator’s right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm,

injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or



employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and

(upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is twelve (12) months after the Closing Date (the "First Release Date"), ~~\$166,666.67~~250,000.00 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date;

provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than ~~\$333,333.33~~250,000.00 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than ~~\$333,333.33~~250,000.00, then no Escrow Funds shall be released to Seller on the First Release Date. On the ~~date that that is twenty four (24) months after the Closing Date (the “Second Release Date”), \$166,666.67 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the Second Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$166,666.66 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66, then no Escrow Funds shall be released to Seller on the Second Release Date.~~ On the third~~second~~ anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Parent Guaranty. On the Closing Date, ~~\_\_\_\_\_~~<sup>a</sup>\_\_\_\_\_<sup>3</sup>Eskaton, a California nonprofit public benefit corporation (“Eskaton Guarantor”) shall execute and deliver to Purchasers and New Operators a guaranty, substantially in the form of Exhibit J attached hereto (the “Eskaton Guaranty”), pursuant to which Eskaton Guarantor shall guaranty any indemnified Losses in favor of any of the Purchaser Indemnified Parties in excess of the amount of the Escrow Funds then on deposit with Escrow Agent. The Eskaton Guaranty shall terminate on the date that is three (3) years after the Closing Date (the “Guaranty Survival Date”); provided, however, any claims for Losses by any Purchaser Indemnified Parties prior to the Guaranty Survival Date that have not been finally resolved prior to the Guaranty Survival Date shall survive the Guaranty Survival Date until all such claims have been finally resolved.

(f) Straddle Claims. Notwithstanding the foregoing, to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a “Straddle Claim”), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on: 1) on comparative fault based on the facts of the case, to the extent determinable, and 2) if the comparative fault cannot be reasonably determined, on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives

<sup>3</sup>~~Need parent company guarantor in addition to Seller~~

rise to a breach of any of the representations and warranties made by any of the parties hereunder. In the event of a Straddle Claim, the parties will meet and confer in a good faith effort to resolve the dispute and the equitable apportionment between the parties.

(g) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.09, 3.12, 3.14, 3.17, 3.18, 3.19, or 3.22 (collectively, the “Fundamental/Operational Representations”)) shall survive for one (1) year following the Closing; (ii) The Fundamental/Operational Representations shall survive for two (2) years after the Closing; and (iii) claims for fraud shall survive for the applicable statute of limitations period.

### ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator. In case of any assignment, Purchaser and any New Operator shall not be released from any of its obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys’ Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this

Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: abe@iepcorp.com

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: jack\_fenigstein@fenkauf.com and steven\_rosenfeld@fenkauf.com

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: markjenkins@eskaton.org

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: tcronan@hsmlaw.com

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party’s respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that

any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**



IN WITNESS WHEREOF, Seller and ~~Purchaser~~Purchasers have duly executed this Agreement as of the date first written above.

**SELLER:**

ESKATON PROPERTIES, INCORPORATED  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Its: \_\_\_\_\_

~~PURCHASER~~PURCHASERS:

11300 FAIR OAKS BOULEVARD, LLC,  
455 FLORIN ROAD, LLC, and  
5318 MANZANITA AVENUE, LLC,  
each, a California limited liability company

By: \_\_\_\_\_  
Name: Abe Bak  
Title: Manager

ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Form of Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
Exhibit “J”	-	Form of Eskaton Guaranty
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers

Schedule 3.06	-	Liens on Assets (Other than Real Property)
Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Property
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled “Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.”, filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL PROPERTY**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated “Tract No. 1”, as shown on the “Peck Ranch Subdivision”, recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04’ East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56’ East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04’ West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56’ West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the “Plat of Merrihill Unit No. 2” recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35’ 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46’ 30” East, 329.98 feet; thence South 82 degrees 00’ 30” West, 6.00 feet; thence North 00 degrees 46’ 30” West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07’ 50” East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto



and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

## EXHIBIT C

### FORM OF BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation

## EXHIBIT D

### FORM OF NEW OPERATOR BILL OF SALE

#### BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and

Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation



## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS (this "Agreement") is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_\_ (the "Effective Date"), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("New Operator").

#### RECITALS:

A. Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_\_ (the "Purchase Agreement") by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ ("Purchaser") certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the "Facility").

B. Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.

C. Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

#### AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller's right, title and interest to the contracts set forth on Exhibit "A" (the "Assigned Contracts").

2. **ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller's right, title and interest to the Assigned Contracts and hereby assumes Seller's obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the "Assumed Obligations").

3. **MISCELLANEOUS PROVISIONS.**

(a) Seller and New Operator agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller's rights, titles and interests, in and to the Assigned Contracts, and to

evidence New Operator's assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

**(b)** All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

**(c)** Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

**(d)** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(e)** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"

Assigned Contracts

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$500,000.00 with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$500,000.00, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$500,000.00, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+" by

S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is twelve (12) months after the Closing Date (the “First Release Date”), ~~\$166,666.67~~250,000 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than ~~\$333,333.33~~250,000, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than ~~\$333,333.33~~250,000, then no Escrow Funds shall be released to SELLER on the First Release Date.

~~5. On the date that that is twenty four (24) months after the Closing Date (the “Second Release Date”), \$166,666.67 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the Second Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$166,666.66, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66, then no Escrow Funds shall be released to SELLER on the Second Release Date.~~

65. On the ~~third~~second anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

76. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any

way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action.

87. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or

waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

98. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_



(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

~~109~~. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

~~110~~. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

~~1211~~. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the

short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be

tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**INTENTIONALLY OMITTED**

**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I**

**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_



**EXHIBIT J**  
**FORM OF ESKATON GUARANTY**

## SCHEDULE 1

### FACILITIES AND SELLER

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**



**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**

**OTHER REAL PROPERTY INTERESTS**



**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**

**INTENTIONALLY OMITTED**

**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**



**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**

**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**

**PURCHASE PRICE ALLOCATION**



## **SCHEDULE 5.22**

### **NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 3/17/2023 10:04:23 AM</b>	
<b>Style name:</b> Default2	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Clean Version APA - HB 3-15-23 Consolidation of Edits.docx	
<b>Modified filename:</b> Eskaton Asset Purchase Agmt (F&K Markup).031623.docx	
<b>Changes:</b>	
Add	70
Delete	75
<del>Move From</del>	0
Move To	0
Table Insert	0
<del>Table Delete</del>	0
Table moves to	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>145</b>

**SECTION 999.5(d)(1)(B)**

**3) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from Eskaton dated March 15, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed as a skilled nursing facility, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement

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Purchase Agreement

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and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of \$1,250,000.00<sup>1</sup> (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

---

<sup>1</sup> Subject to confirmation between Abe and Mark.

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting

or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

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#### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any

Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a "Proceeding") pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) Intentionally Omitted;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;



(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller for dates of service prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; ~~and~~

(iv) any Pro-rations to be made pursuant to the MOTA; and

~~(iv)~~(v) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable

Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

ARTICLE II  
THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Seller shall not be in default of this Agreement, unless Seller shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Purchasers and the New Operator. In the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$100,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Purchaser shall not be in default of this Agreement, unless Purchaser shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Seller. Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER**

DEFAULT. SUCH LIQUIDATED ~~AND AGREES~~ DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real

property on which each Facility is located (collectively, the “Real Property”). Any new ALTA Survey or any existing ALTA Surveys updates (each, a “New Survey”) required by any Purchaser or any Purchaser’s lender shall be at such Purchaser’s sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes and assessments not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, “Supplemental Commitment”) with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a “New Title Matter”), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser’s receipt of such Supplemental Commitment. If such

Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the "Environmental Notice"). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“Purchasers’ Agents”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours’ written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers’ Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers’ and Purchasers’ Agents’ activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives (“Seller’s Agents”) and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys’ fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers’ Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller’s Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) the sole and active negligence or willful misconduct of Seller or any of the Seller’s Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser’s entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller shall be named as additional insured upon such insurance<sup>2</sup>. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days’ written notice prior to

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<sup>2</sup> Insurance company will only name specific entities and specific individuals as additional insureds.



the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth

herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the "Released Claims"); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, "Surviving Claims"). The Released Claims shall not include any items covered by Seller's express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers' initials

\_\_\_\_\_  
Seller's initials

SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the "Escrow" shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the

transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vi) to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “A—” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;

(viii) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “B—” of the MOTA for each Facility (each, an “Admission Agreements-Assignment of Admission Agreements”);

(ix) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(x) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;

(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the applicable New Operator, the Employee Records;

(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a “FIRPTA”) from Seller;

(xvii) to each New Operator, all keys to the applicable Facility;

(xviii) to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of ~~Assigned~~-Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTAs, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each ~~Admission Agreements~~-Assignment of Admission Agreements, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the "Escrow Indemnity Agreement");

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds

which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

- (i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and
- (ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

SECTION 2.08. ResidentPatient Funds.

(a) At the Closing and pursuant to the MOTA, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to residentspatients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Seller shall transfer all such funds to the applicable New Operator pursuant to the procedures described within the MOTA. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

~~(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by each applicable New Operator and each applicable New Operator shall, in writing, acknowledge receipt of and expressly assume Seller's financial and custodial obligations with respect thereto; provided, however, that each applicable New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the applicable New Operator an accounting of such funds in accordance with Section 2.08(a).~~

~~(b)~~ Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller

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shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any

of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, ~~certificates of need,~~ ~~if applicable,~~ certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below)



for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller’s knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller’s knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility’s physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies with respect to each Facility on its most recent survey (standard or complaint) that is reasonably expected to would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any ~~Health Care Authority or~~ Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3) on the most recent survey. No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program) to Seller's knowledge.

(g) Except as set forth in Schedule 3.05(g), Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance

accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) There is no pending, or to Seller's knowledge, threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) To Seller's knowledge, all AH Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are ~~and will continue to be~~ accurate and complete in all material respects and have not been ~~and will not be~~ misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) To Seller's knowledge, neither ~~Neither~~ Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) To Seller's knowledge, neither ~~Neither~~ Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any

Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. To Seller's knowledge, Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, to Seller's knowledge, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. To Seller's knowledge there is no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

~~(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.~~

~~(xy)~~ To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's

knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

~~(yz)~~ Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a “Room Size Waiver”), (ii) to Seller's knowledge, any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). To Seller's knowledge, Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

~~(zaa)~~ Seller, and to Seller’s knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any “Federal health care program” as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

“Health Care Authority/ies” shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

“Health Care Requirements” shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor,

Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

SECTION 3.07. Real Property: Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller’s real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller’s period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been

previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or



(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, "Stimulus/Relief Funds" means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid

with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), Paycheck Protection Program (“PPP”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

- (a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller’s knowledge there is no action, suit, investigation, audit or assessment pending or proposed or to Seller’s knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller’s knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

#### SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

(b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller's knowledge there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in

compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101

and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term “Mold” shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

#### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller's knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller's knowledge, there are no unfair labor practice charges or complaints pending or to Seller's knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller's knowledge, there are no pending or threatened union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller's knowledge, there are no pending or to Seller's knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, and other unpaid benefits for employees of the Business which Seller is obligated by law to pay, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), (i) Seller has not effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the



investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The terms "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of the person signing this Agreement and the executive director of each Facility, but only as to the Facility in which he or she works, after reasonable inquiry and investigation into such matter, and no one else. The persons charged with such knowledge shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a “Purchaser’s Material Adverse Effect”).

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor’s rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser’s Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller

(as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak ([abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein ([alex@iepcorp.com](mailto:alex@iepcorp.com)), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) ~~Intentionally omitted; maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;~~

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(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator or its designated Affiliates to operate each applicable Facility from and after the Closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator (as defined in Section 1.05 above) or its designated Affiliates. ~~Per Section 1267.61(a) of the California Health and Safety Code Within thirty (30) days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility, (each, a "MOTA Notice"), as the same is described within Section 2.15 of the MOTA. Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the "Transfer Notice Act").~~ Seller shall post a copy of ~~such notice each applicable MOTA Notice~~ on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date ~~and in accordance with the MOTA provisions, including Section 6.2.~~

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other representative retained by Seller to, (i) solicit, initiate, encourage, entertain, accept or consider any "other bid", (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. As used in this Section 5.02, "other bid" shall mean any proposal to acquire, directly or indirectly, any of the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medical reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees,

attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

#### SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the



closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date.

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume ~~the~~ any unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the "Pre-Closing QA Fees"). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the "Assumed QA Fees"). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the "Actual QA Fees"). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a "QA Fee Deficiency Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the "Excess QA Fee Payment") within ten (10) days after the determination

of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. "Employee Records" shall mean the names of each employee, and that employee's title, commencement date of employment, salary and employee benefits, but does not include any other matters regarding the employees, including, but not limited to employee evaluations and disciplinary matters.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any "employee pension benefit plan" (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller's former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator's power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business

from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

(c) To the extent such post-Closing cooperation activities are not discussed herein, Seller, Purchasers, and any New Operators shall comply with their respective obligations regarding the transition of managerial and operational duties as described within the MOTA.

~~(d)~~ Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

~~(c)~~ The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within ten (10) business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. ~~Intentionally Omitted. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.~~

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the

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collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. **[REVIEW NOTE. SELLER AND NEW OPERATOR SHOULD ENTER INTO A LICENSE AGREEMENT FOR THE USE OF THE NAMES “ESKATON CARE CENTER AT MANZANITA”, “ESKATON CARE CENTER AT FAIR OAKS” AND “ESKATON CARE CENTER AT GREENHAVEN” WHICH SHOULD BE INCLUDED IN THE MOTA].** The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d) Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e) Each New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) ~~subject to any New Operator using its reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants,~~ the costs of third party consultants reasonably engaged by any New Operator, after using its best reasonable efforts to effect remedies through the use of in-house personnel and in-house consultants, to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”), unless the DPNA is implemented due to New Operator's failure to come into substantial compliance (as that term is defined in Part 488 of 42 C.F.R.) during revisit(s) occurring after the Closing Date. If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. ~~However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance.~~ Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. For any funds related to COVID-19 relief efforts that are received after Closing, the parties shall comply with the provisions of Section 4.2 of the MOTA. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party's Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material

assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.



(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in their reasonable determination). For purposes of this subsection, "material conditions" shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: (i) imposes a financial burden on Purchasers or New Operators collectively in the amount of \$ \_\_\_\_\_; (ii) requires New Operator to maintain the same case-mix and/or census of any Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing.

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in their reasonable determination). For purposes of this subsection, “material conditions” shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: (i) imposes a financial burden on Purchasers or New Operators collectively in the amount of \$ \_\_\_\_\_; (ii) requires New Operator to maintain the same case-mix and/or census of any Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing.

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party’s failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives (collectively, the "Purchaser Indemnified Parties") against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the "Losses"), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser's and New Operator's right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. "Out of Compliance" means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a "level G" or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in "substantial compliance" with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services ("CMS") or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility's right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medical overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party’s request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of

the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is twelve (12) months after the Closing Date (the "First Release Date"), \$166,666.67 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$333,333.33 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$333,333.33, then no Escrow Funds shall be released to Seller on the First Release Date. On the date that that is twenty-four (24) months after the Closing Date (the "Second Release Date"), \$166,666.67 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the Second Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$166,666.66 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66,

then no Escrow Funds shall be released to Seller on the Second Release Date. On the third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Parent Guaranty. On the Closing Date, \_\_\_\_\_, a \_\_\_\_\_<sup>3</sup> (“Eskaton Guarantor”) shall execute and deliver to Purchasers and New Operators a guaranty, substantially in the form of Exhibit J attached hereto (the “Eskaton Guaranty”), pursuant to which Eskaton Guarantor shall guaranty any indemnified Losses in favor of any of the Purchaser Indemnified Parties in excess of the amount of the Escrow Funds then on deposit with Escrow Agent.

(f) Straddle Claims. Notwithstanding the foregoing, to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a “Straddle Claim”), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on: 1) on comparative fault based on the facts of the case, to the extent determinable, and 2) if the comparative fault cannot be reasonably determined, on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder. In the event of a Straddle Claim, the parties will meet and confer in a good faith effort to resolve the dispute and the equitable apportionment between the parties.

(g) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.09, 3.12, 3.14, 3.17, 3.18, 3.19, or 3.22 (collectively, the “Fundamental/Operational Representations”)) shall survive for one (1) year following the Closing; (ii) The Fundamental/Operational Representations shall survive for two (2) years after the Closing; and (iii) claims for fraud shall survive for the applicable statute of limitations period.

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<sup>3</sup> Need parent company guarantor in addition to Seller



ARTICLE IX  
GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator. In case of any assignment, Purchaser and any New Operator shall not be released from any of its obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be

deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance

shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the

aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

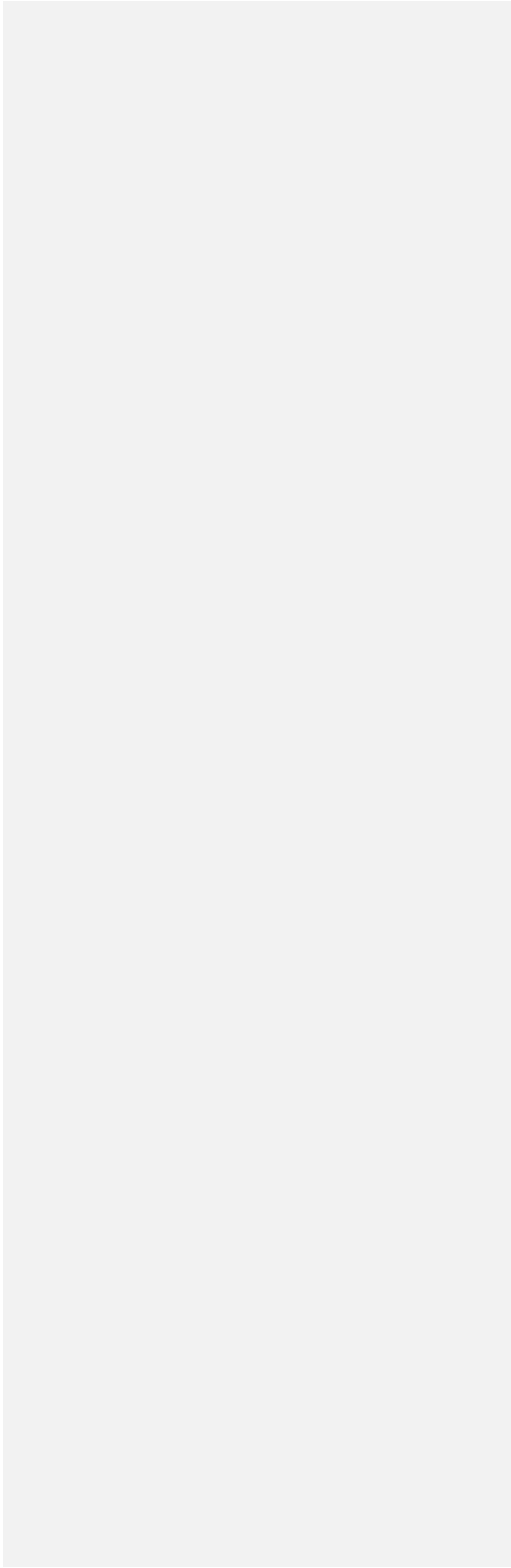
**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

\_\_\_\_\_

**PURCHASER:**



ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

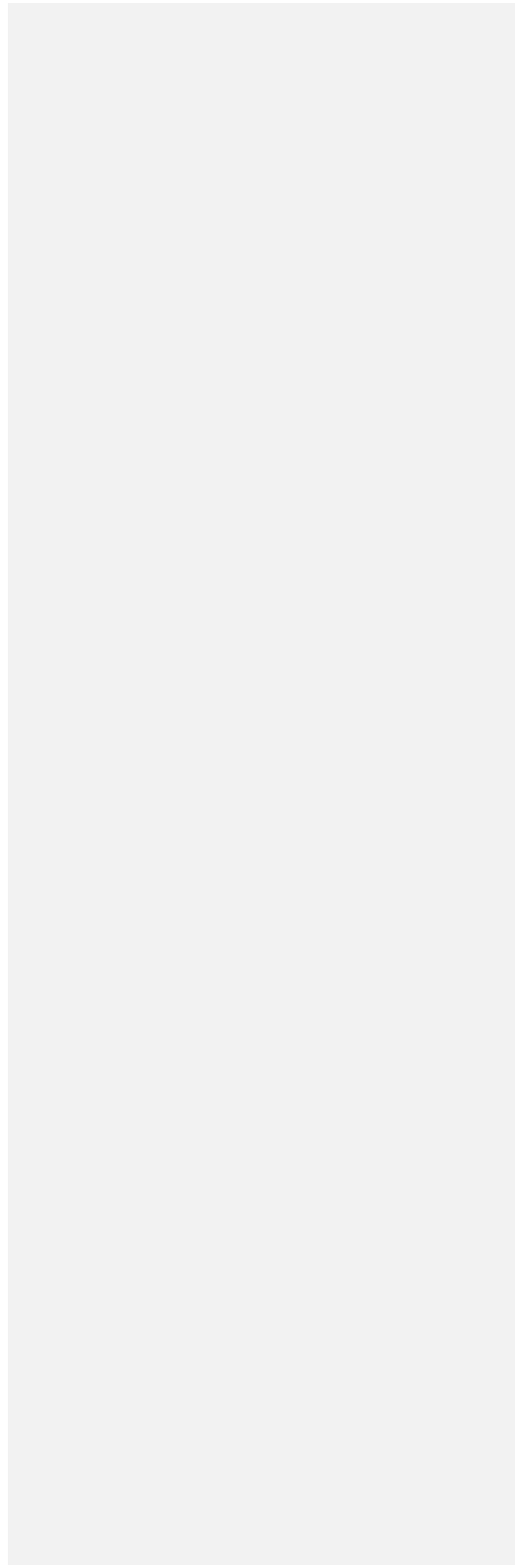
**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## LIST OF EXHIBITS AND SCHEDULES

Exhibits "A-1" through "A-3"	-	Legal Description
Exhibit "B"	-	Form of Deed
Exhibit "C"	-	Form of Bill of Sale
Exhibit "D"	-	Form of New Operator Bill of Sale
Exhibit "E"	-	Form of Assignment of Contracts
Exhibit "F"	-	Form of Escrow Indemnity Agreement
Exhibit "G"	-	Intentionally Omitted
Exhibit "H"	-	Form of MOTA
Exhibit "I"	-	Form of Joinder Agreement
Exhibit "J"	-	Form of Eskaton Guaranty
Schedule "1"	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers



- Schedule 3.06 - Liens on Assets (Other than Real Property)
- Schedule 3.07(a) - Other Real Property Interests
- Schedule.3.07(e) - Liens on Real Property
- Schedule 3.08 - Intentionally Omitted
- Schedule 3.09 - Contracts
- Schedule 3.09(c) - Contracts Requiring Consent for Assignment
- Schedule 3.09(d) - Patient Care Contracts
- Schedule 3.11 - Personal Property
- Schedule 3.12 - Stimulus/Relief Funds
- Schedule 3.14 - Permits
- Schedule 3.15 - Insurance
- Schedule 3.17 - Taxes
- Schedule 3.18 - Proceedings
- Schedule 3.19(a) - Seller Pension Plans
- Schedule 3.21(b) - Aboveground and Underground Storage Tanks
- Schedule 3.22 - Employee and Labor Matters
- Schedule 3.27 - Rents Payable
- Schedule 5.19 - Purchase Price Allocation
- Schedule 5.22 - Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled "Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL PROPERTY**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT      CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

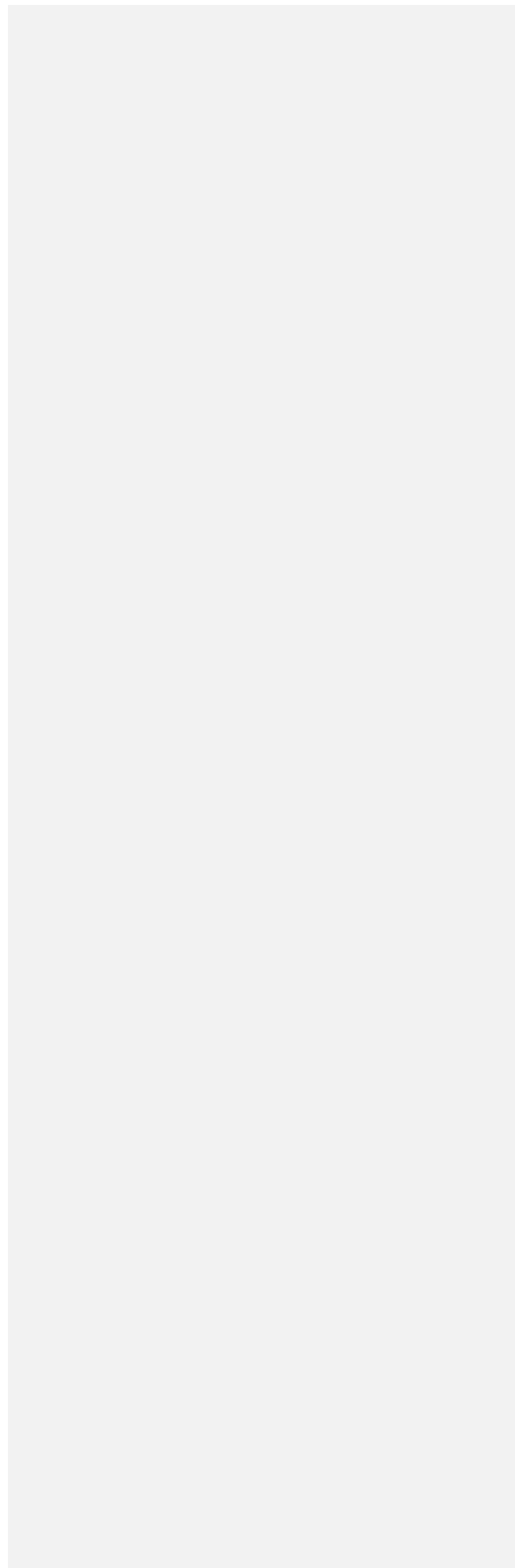
On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

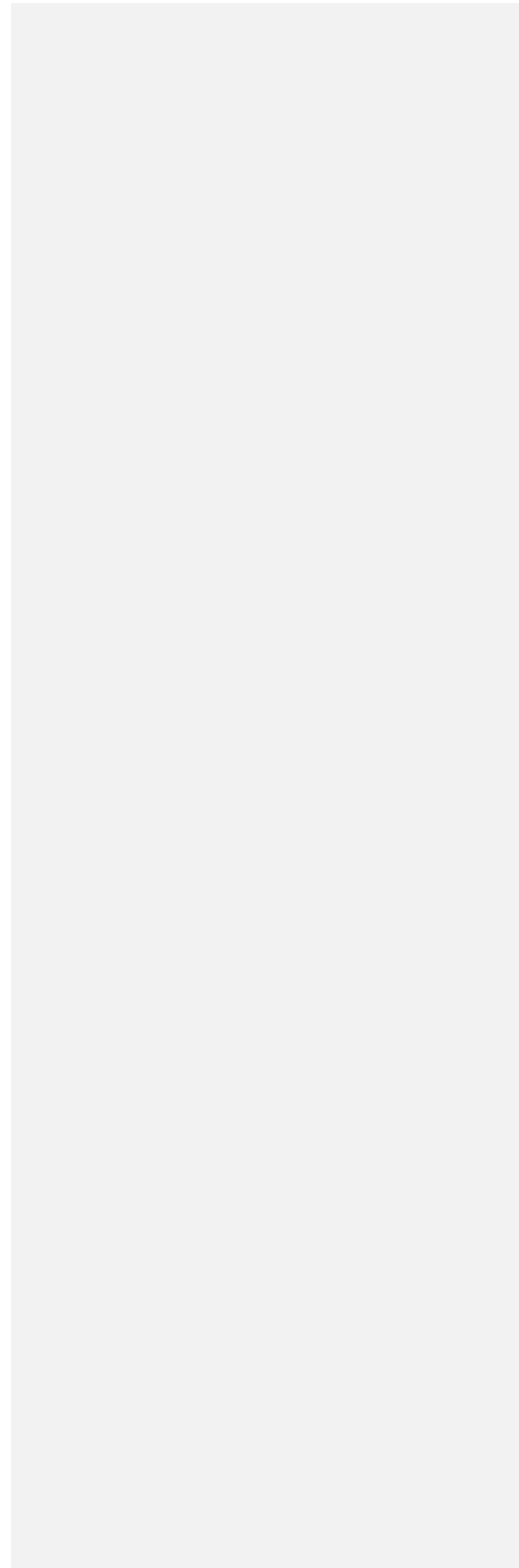
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**EXHIBIT "B"**  
**PERMITTED ENCUMBRANCES**





**EXHIBIT C**  
**FORM OF BILL OF SALE**  
**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

(a) the Acquired Assets are free from all claims, liens and encumbrances;

(b) Seller has good right and title to sell and transfer the Acquired Assets;

(c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

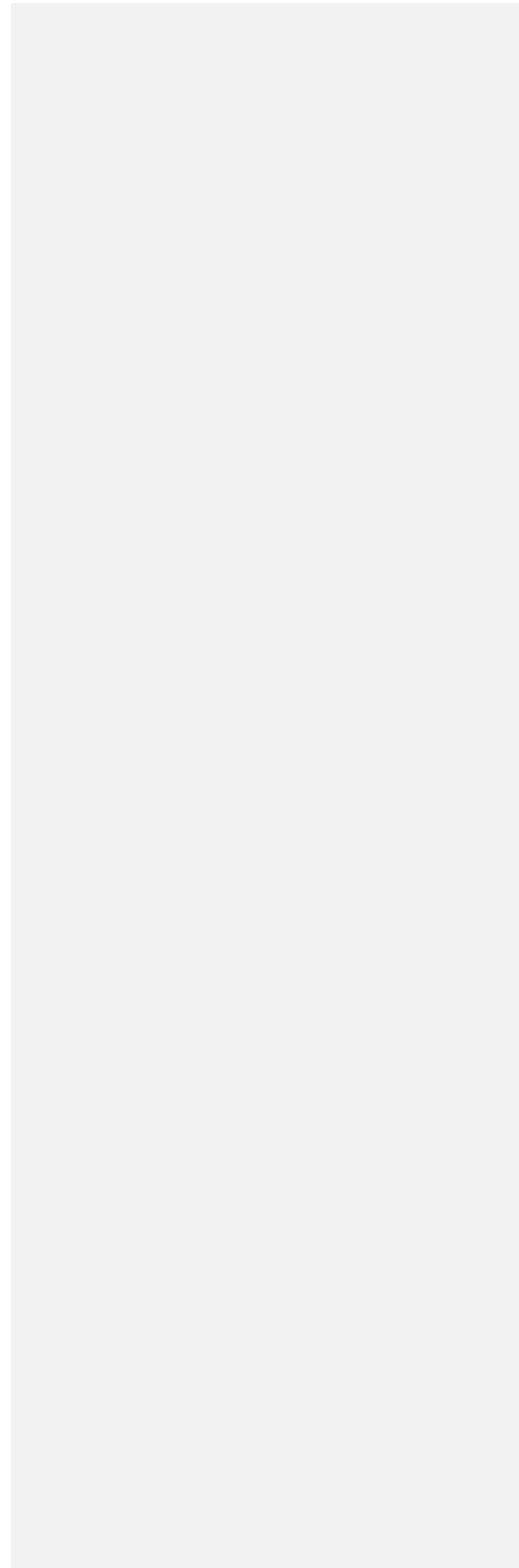
6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation



**EXHIBIT D**  
**FORM OF NEW OPERATOR BILL OF SALE**  
**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

**EXHIBIT E**

**FORM OF ASSIGNMENT OF CONTRACTS**

**ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS**

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this "Agreement") is made as of the \_\_\_ of \_\_\_\_\_, 202\_ (the "Effective Date"), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("New Operator").

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ ("Purchaser") certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the "Facility").

**B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.

**C.** Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

**AGREEMENT:**

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller's right, title and interest to the contracts set forth on Exhibit "A" (the "Assigned Contracts").

**2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller's right, title and interest to the Assigned Contracts and hereby assumes Seller's obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the "Assumed Obligations").

**3. MISCELLANEOUS PROVISIONS.**

**(a)** Seller and New Operator agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller's rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator's assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

(b) All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

(c) Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit public benefit corporation

**NEW OPERATOR:**

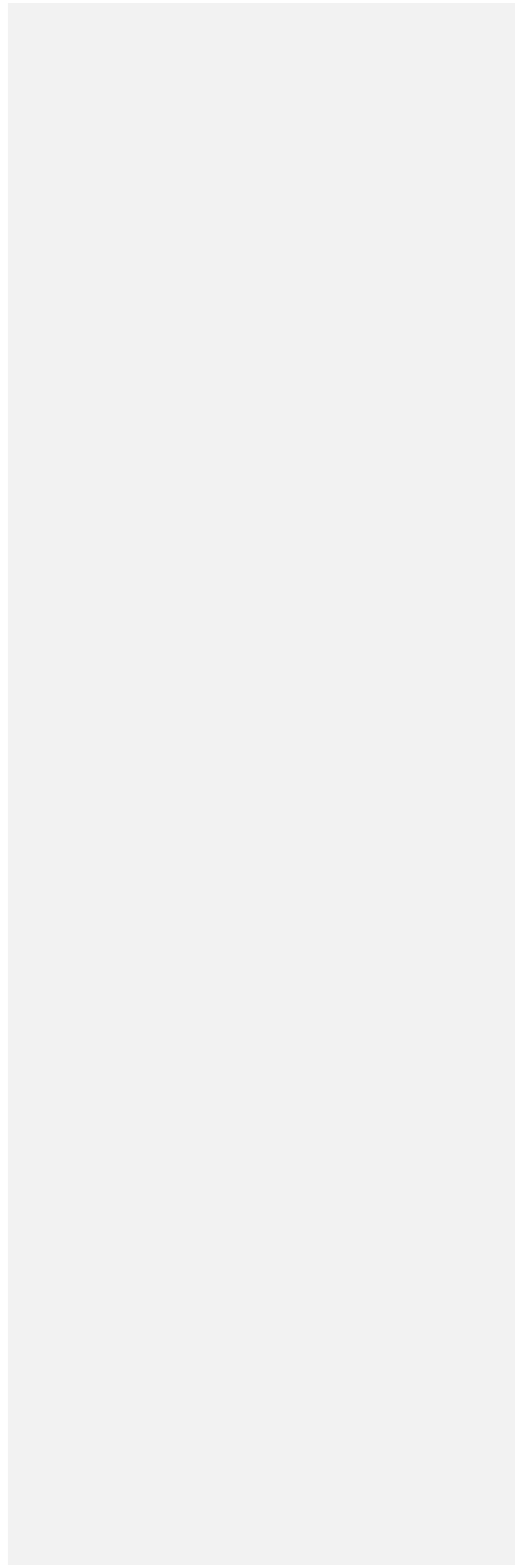
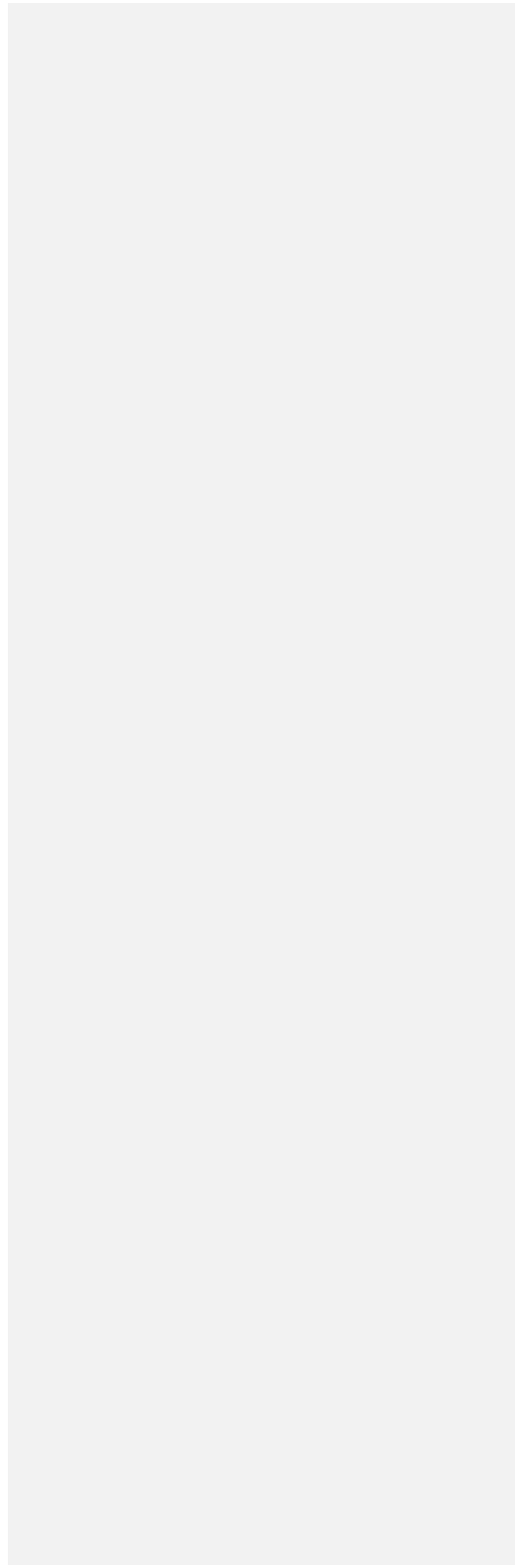




Exhibit "A"  
Assigned Contracts



**EXHIBIT F**

**ESCROW INDEMNITY AGREEMENT**

**ESCROW INDEMNITY AGREEMENT**

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$500,000.00 with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$500,000.00, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$500,000.00, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+" by S&P,

“P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is twelve (12) months after the Closing Date (the “First Release Date”), \$166,666.67 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$333,333.33, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$333,333.33, then no Escrow Funds shall be released to SELLER on the First Release Date.

5. On the date that that is twenty-four (24) months after the Closing Date (the “Second Release Date”), \$166,666.67 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the Second Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$166,666.66, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66, then no Escrow Funds shall be released to SELLER on the Second Release Date.

6. On the third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

7. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or

SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action.

8. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW

AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

9. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

10. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

12. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

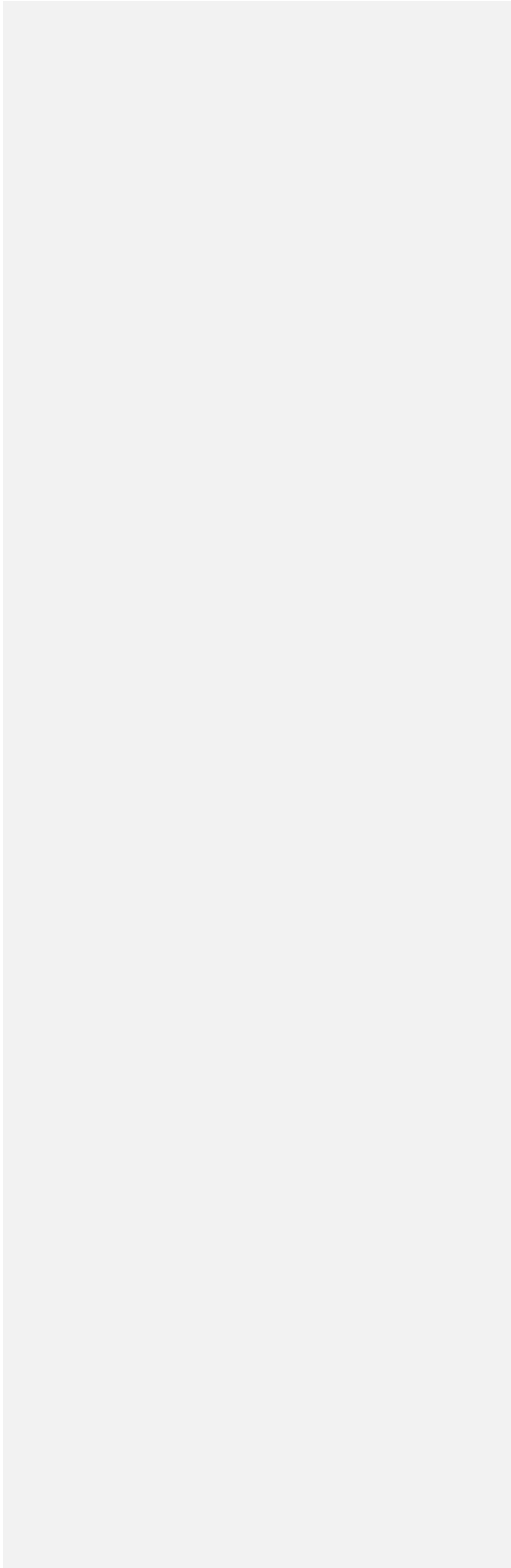
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

- (a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;
- (b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;
- (c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating



agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

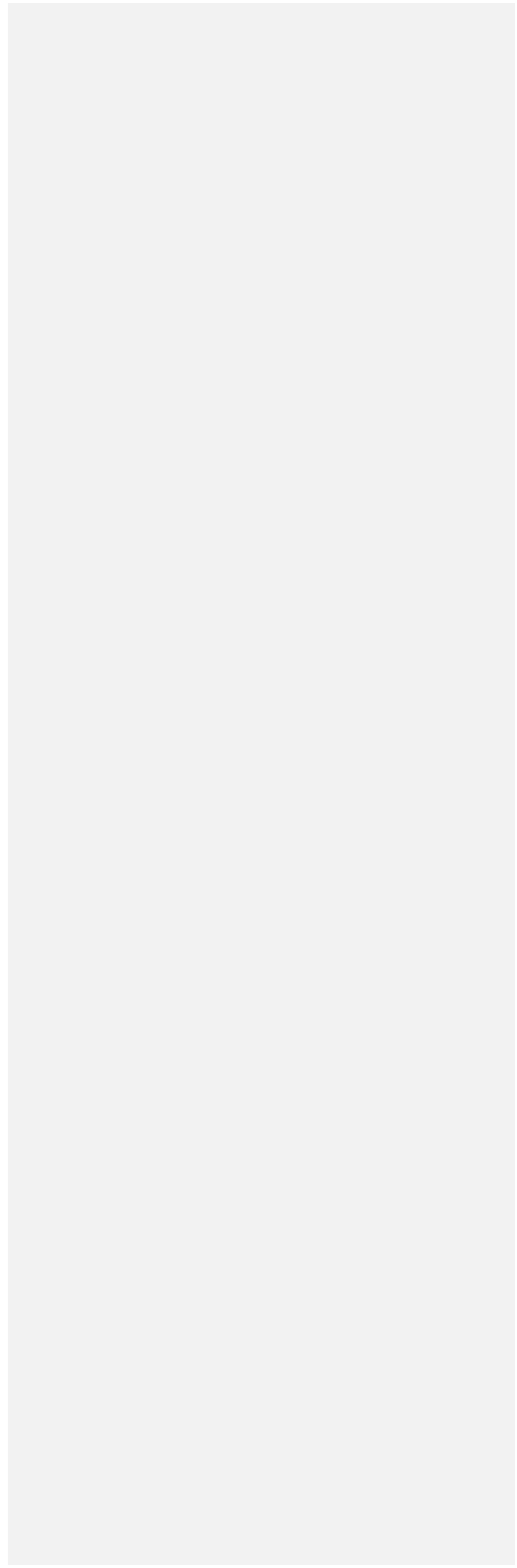
(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

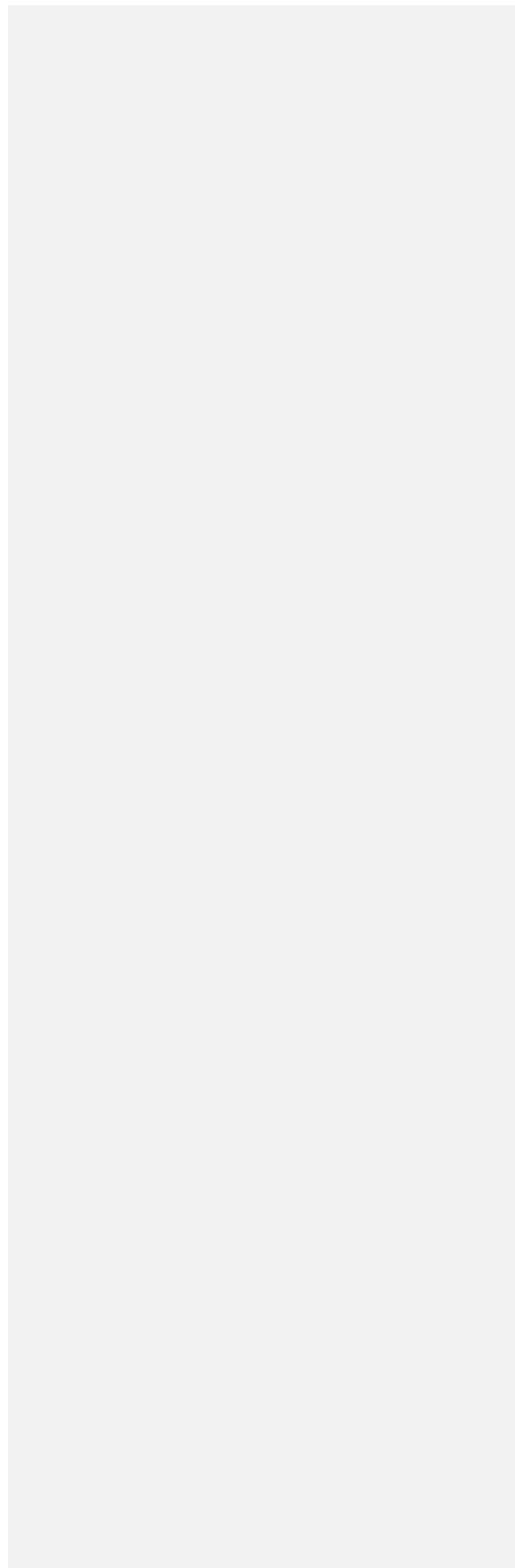
(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely

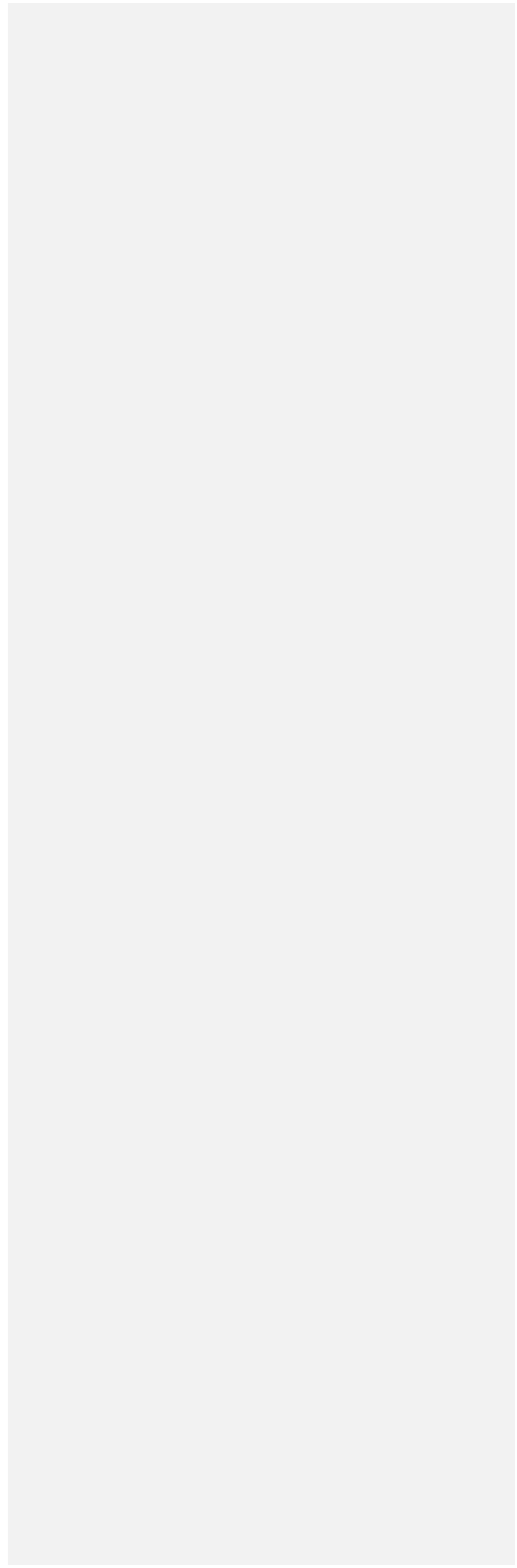
in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).



**EXHIBIT G**  
**INTENTIONALLY OMITTED**



**EXHIBIT H**  
**FORM OF MOTA**



**EXHIBIT I**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

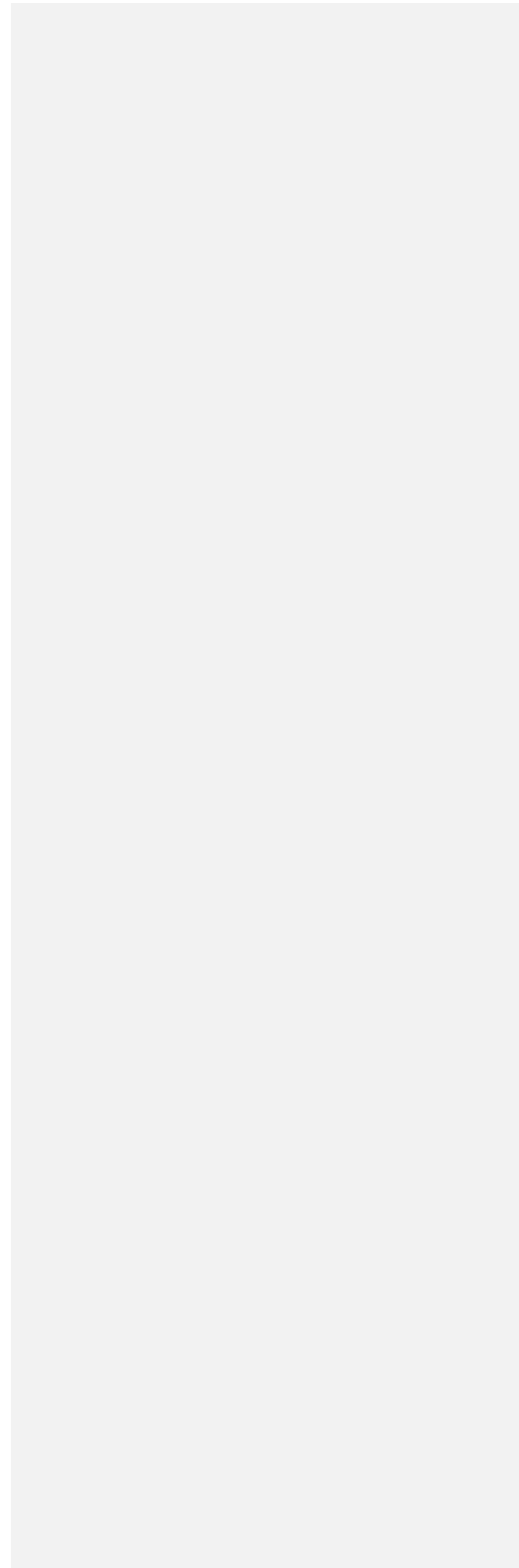
For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the "APA"), by and among \_\_\_\_\_, collectively as the "Seller", and \_\_\_\_\_, collectively as the "Purchasers", in the capacity of a "New Operator" as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the "New Operator Facility"). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the "New Operator" as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

**EXHIBIT J**  
**FORM OF ESKATON GUARANTY**

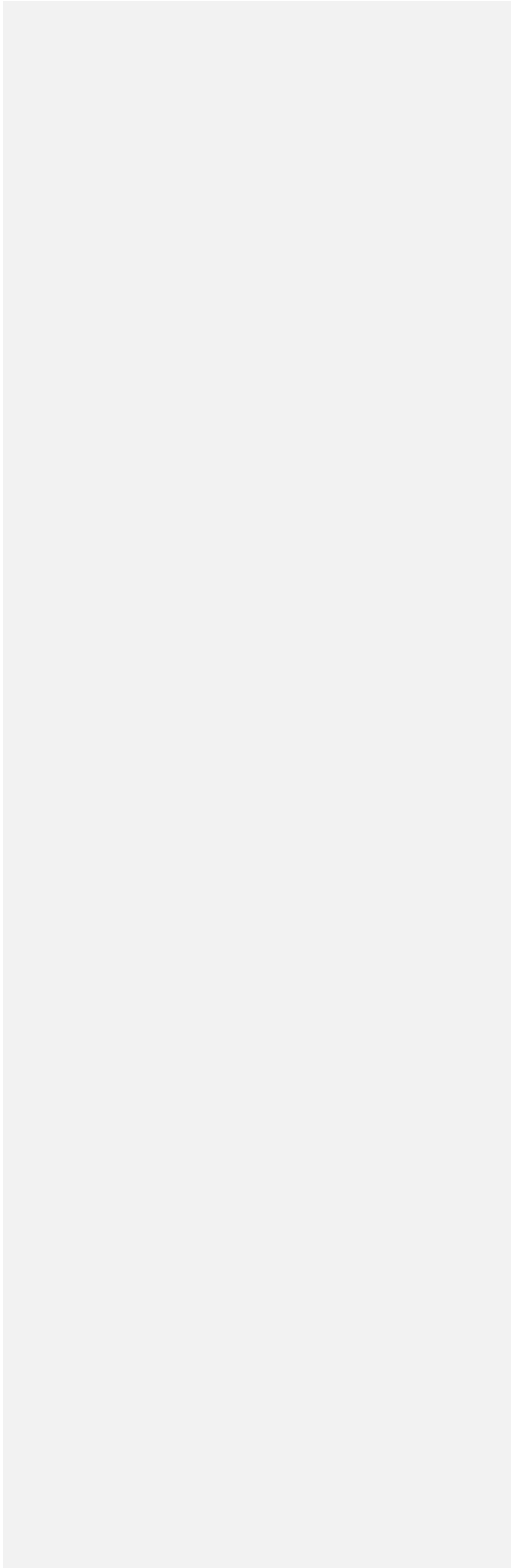


**SCHEDULE 1**  
**FACILITIES AND SELLER**

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

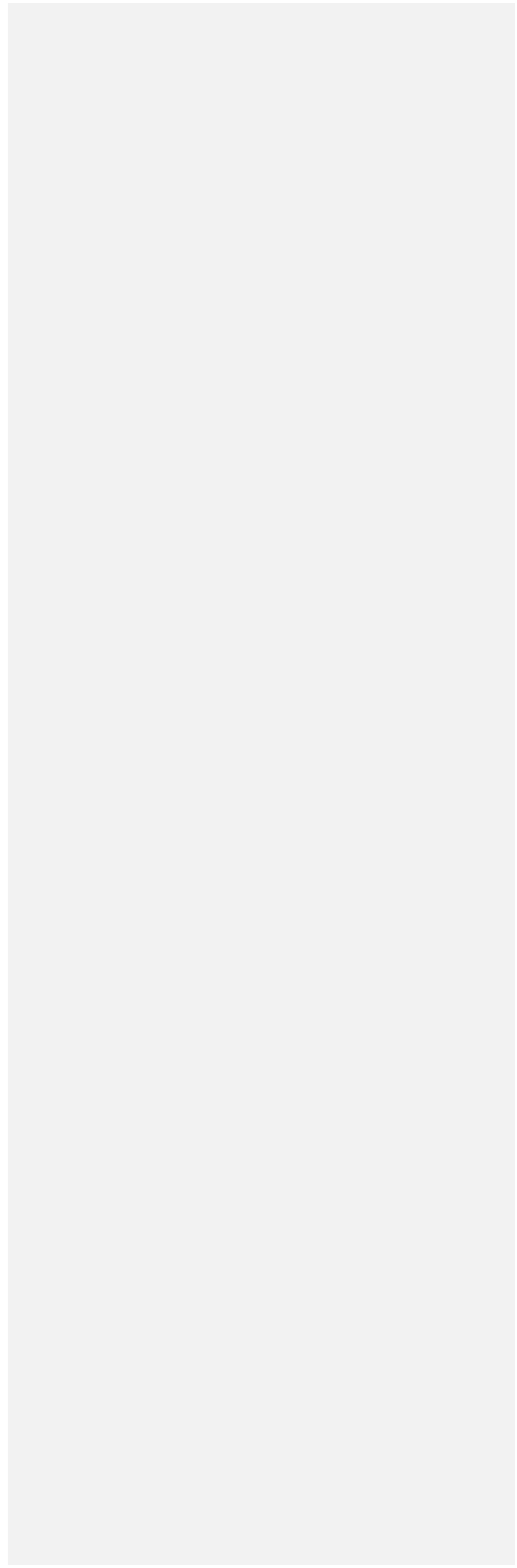
**EXCLUDED ASSETS**



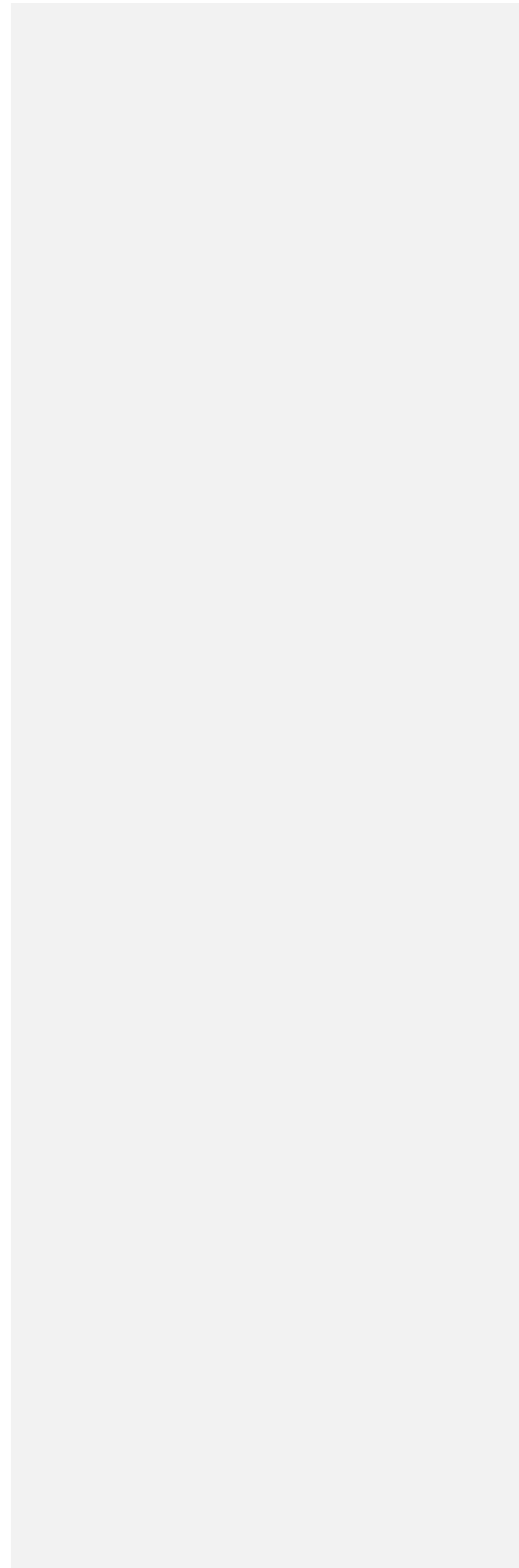


**SCHEDULE 1.04(c)**

**TRANSFER COSTS**



**SCHEDULE 2.03**  
**DOCUMENTS AND INFORMATION**

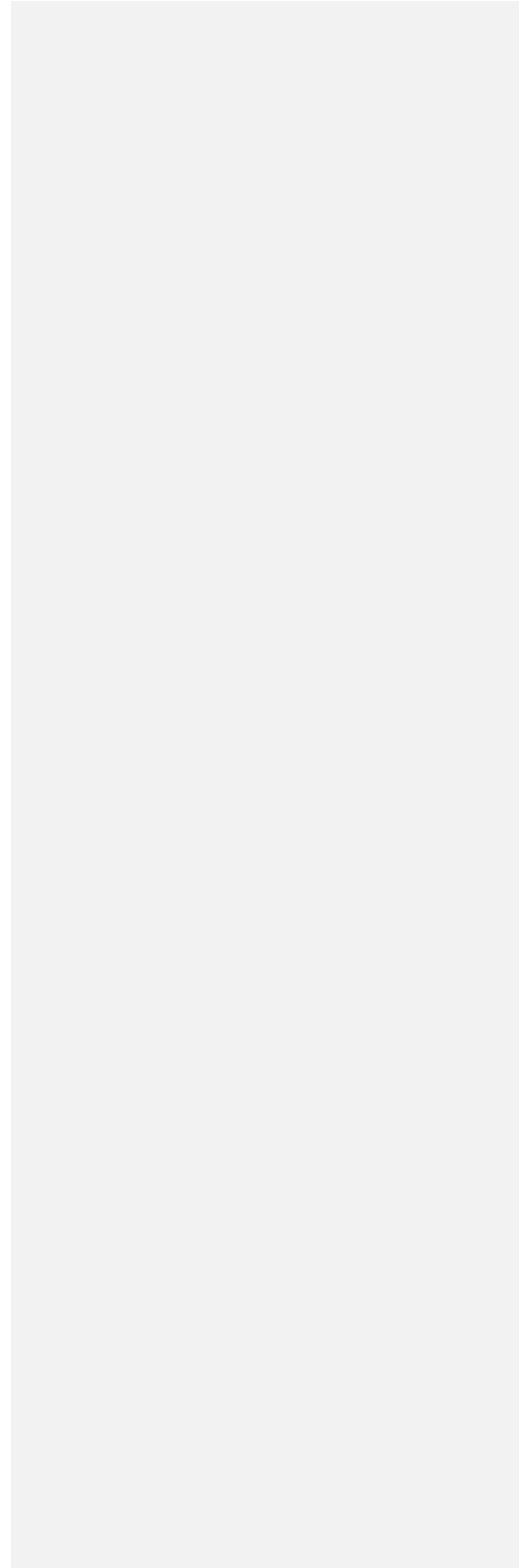


**SCHEDULE 2.04**

**REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

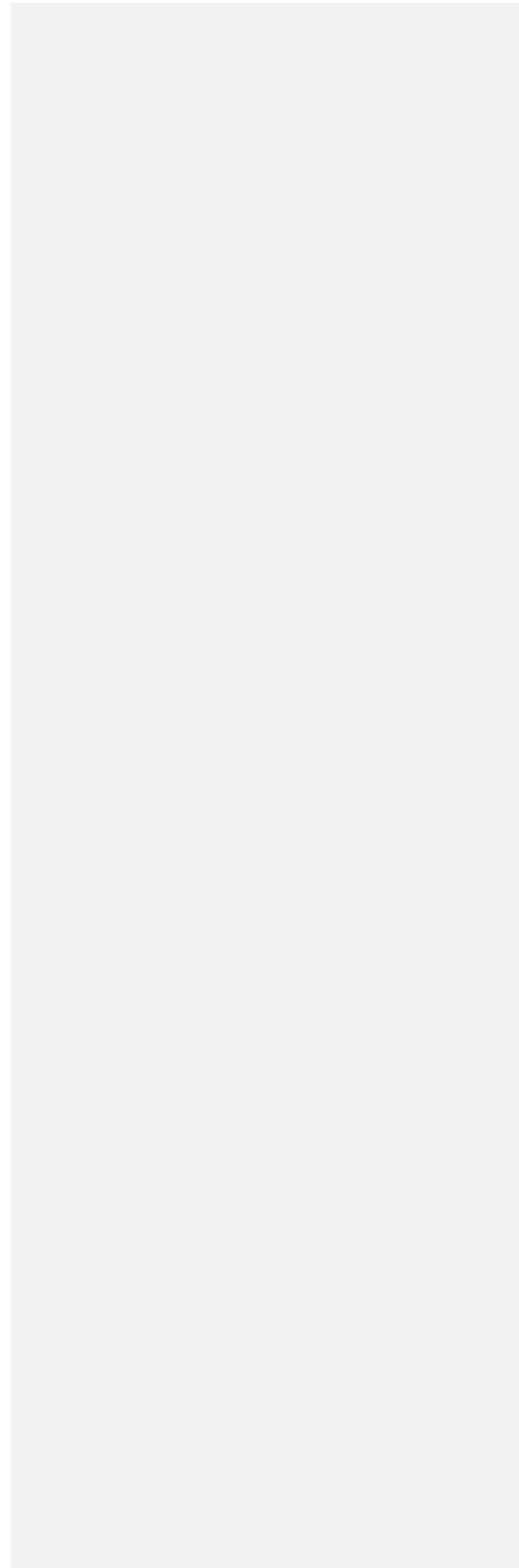
- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

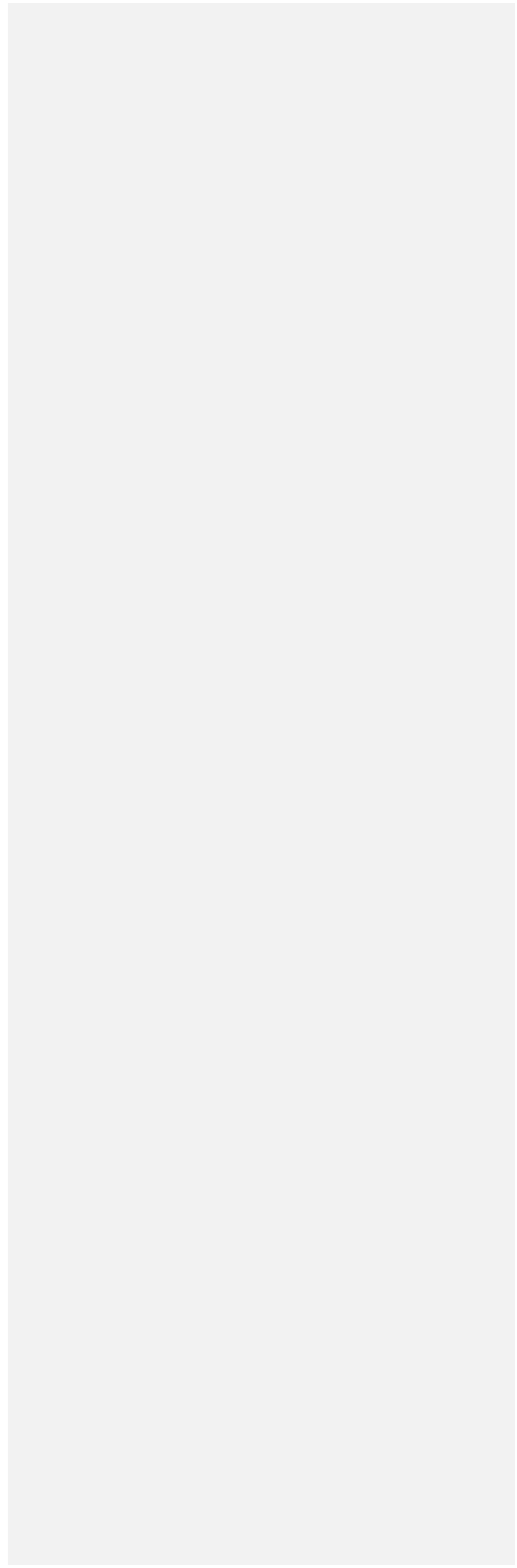


**SCHEDULE 3.05(b)**

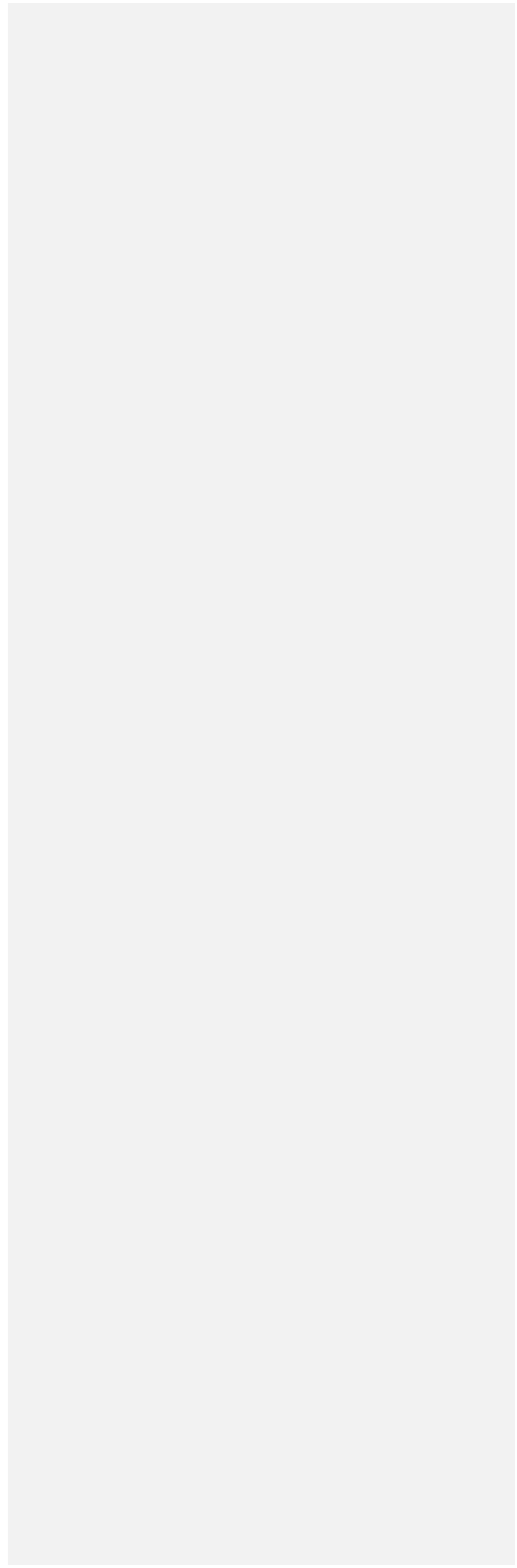
**BED COUNT**



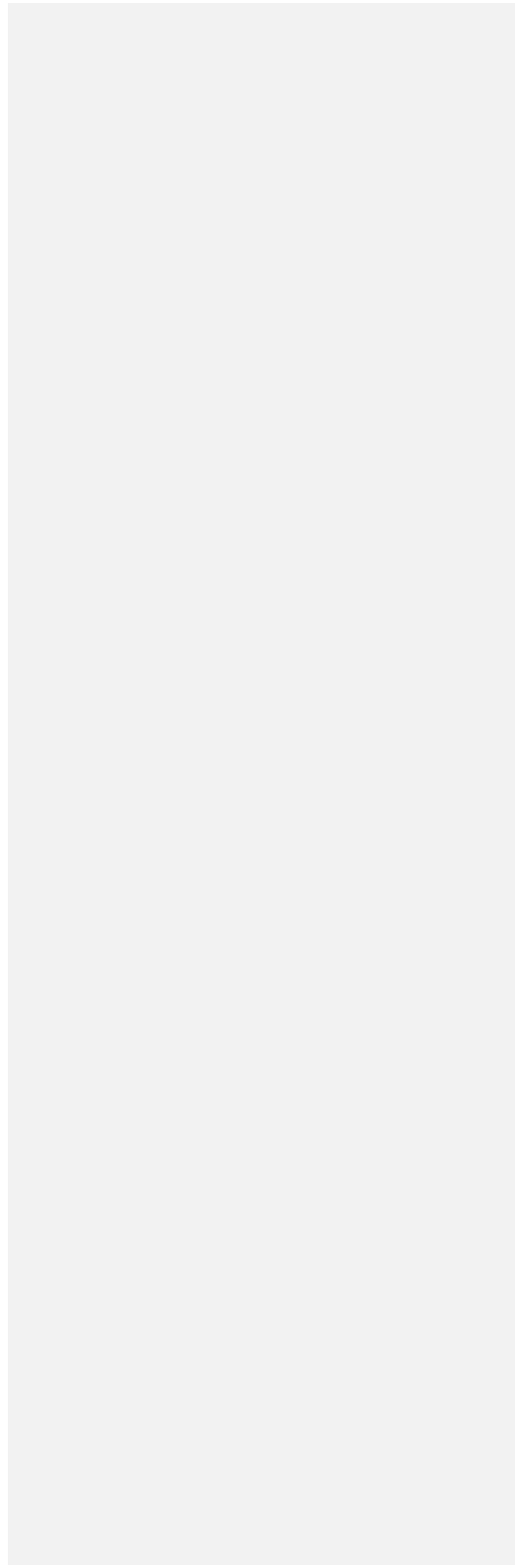
**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**



**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

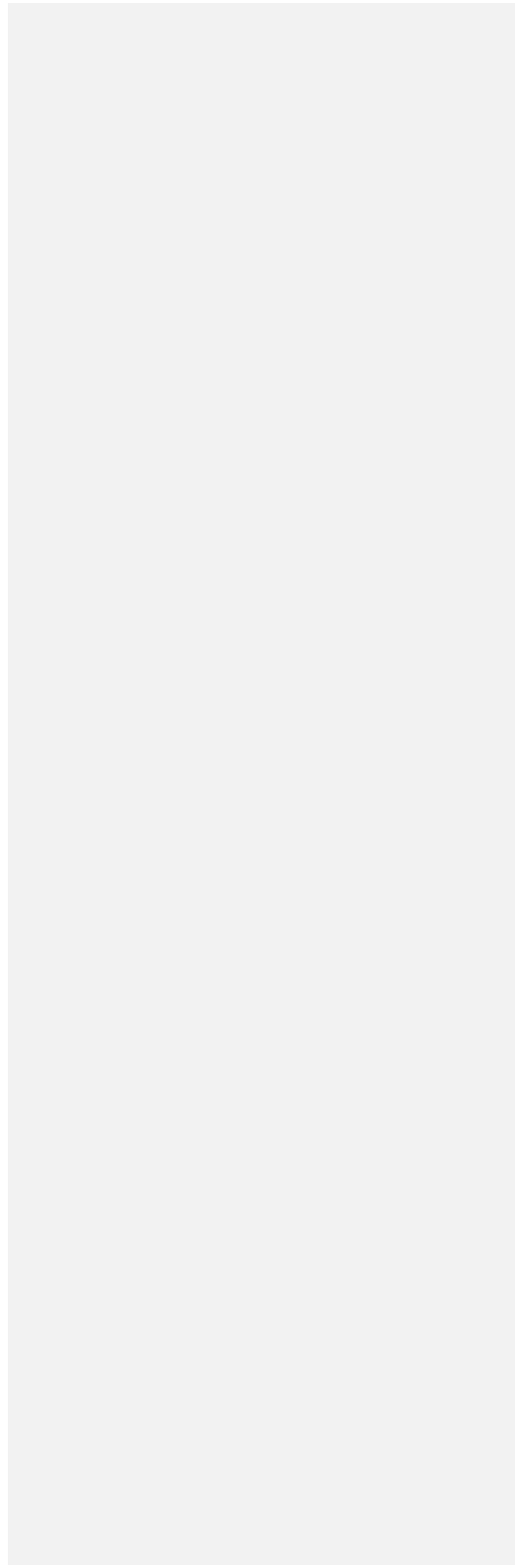


**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**



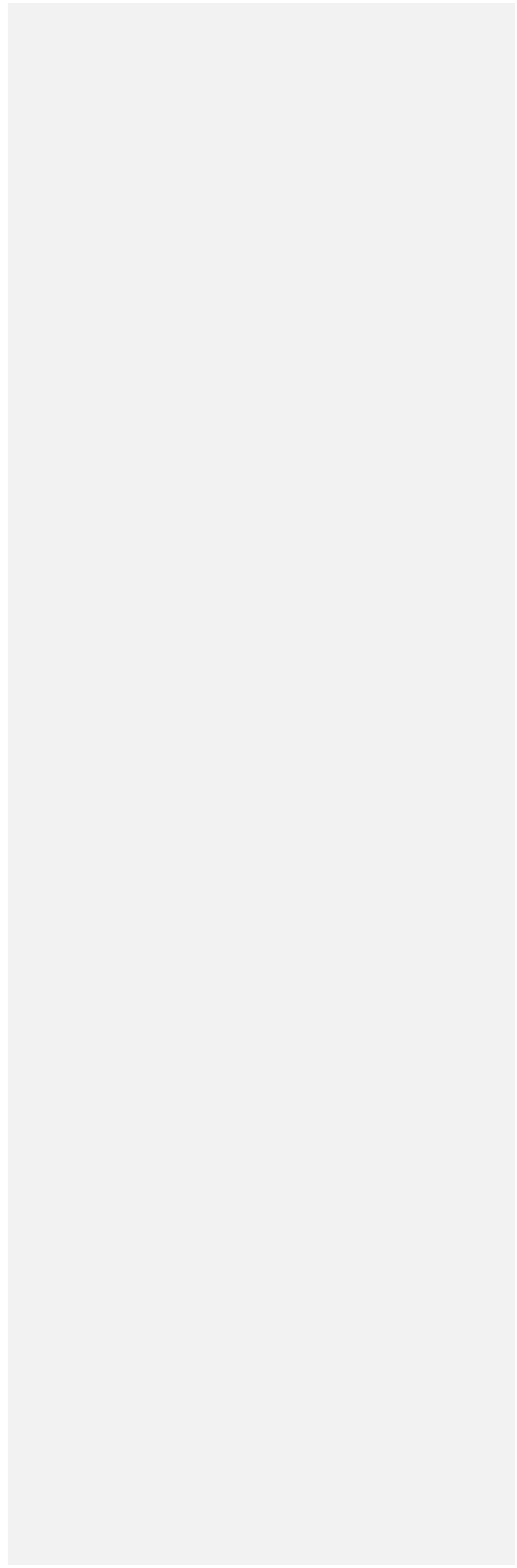


**SCHEDULE 3.05(n)**  
**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

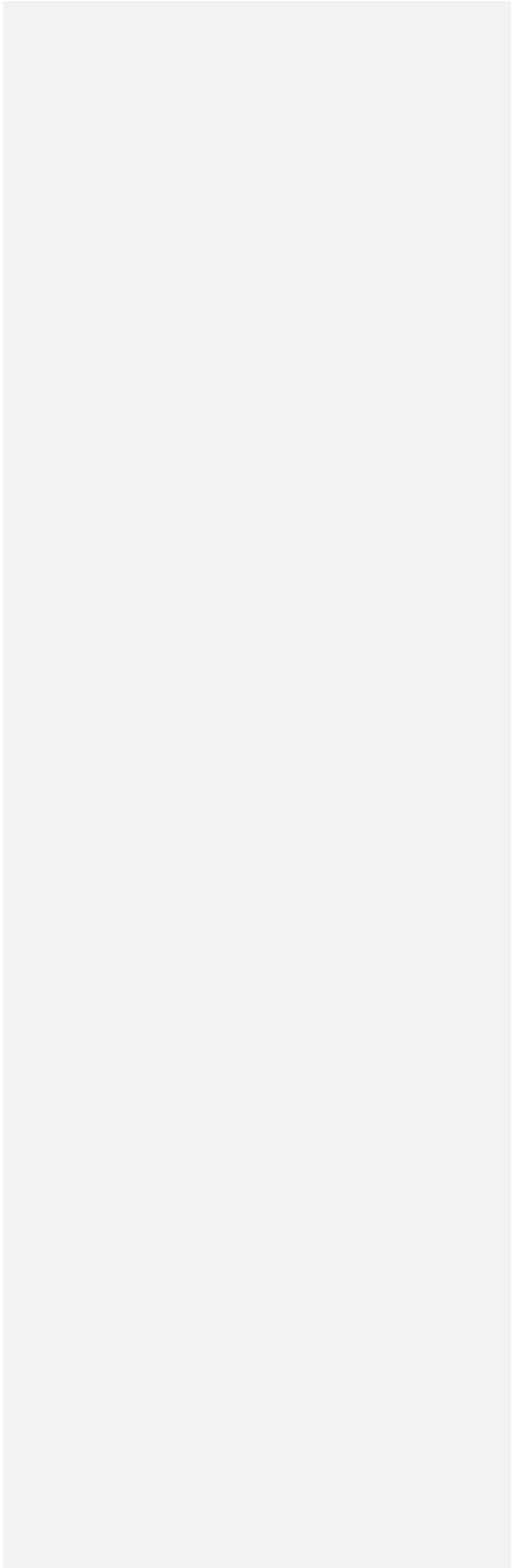


**SCHEDULE 3.05(u)**

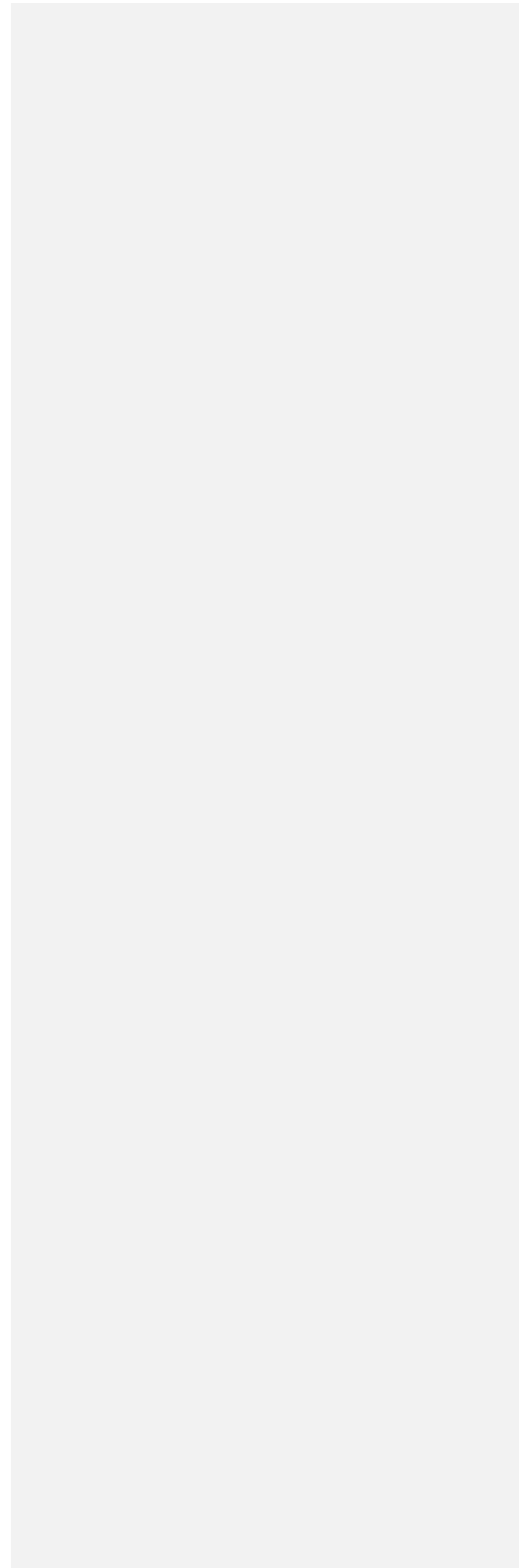
**LEASES**



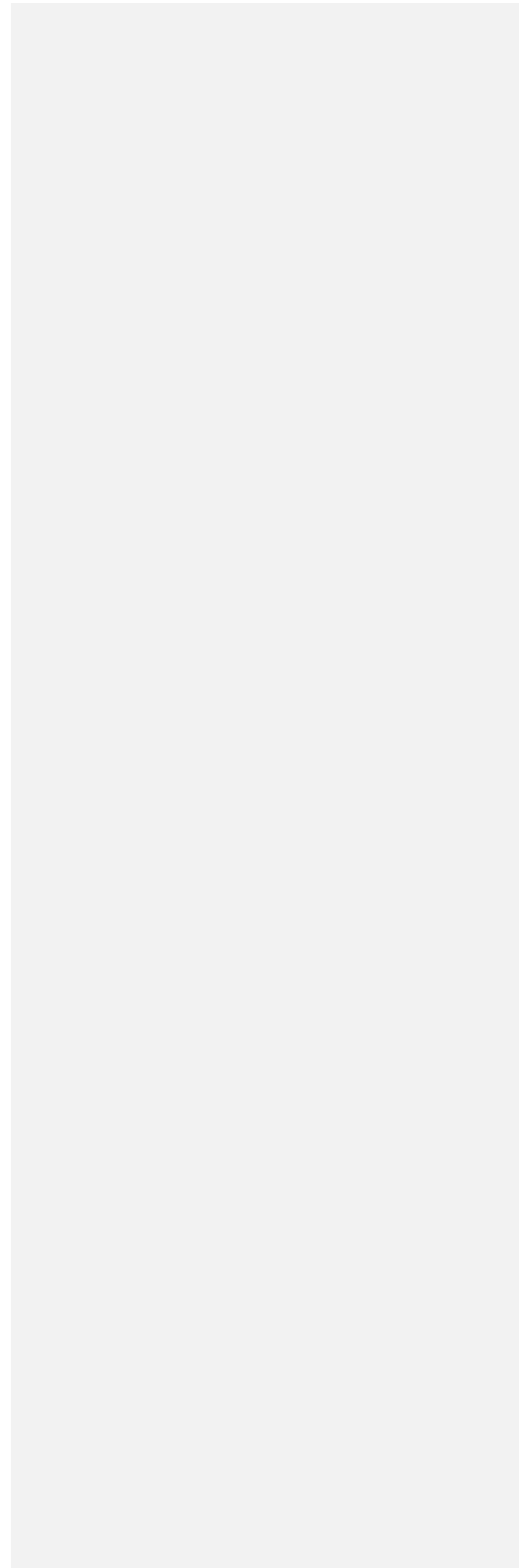
**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**



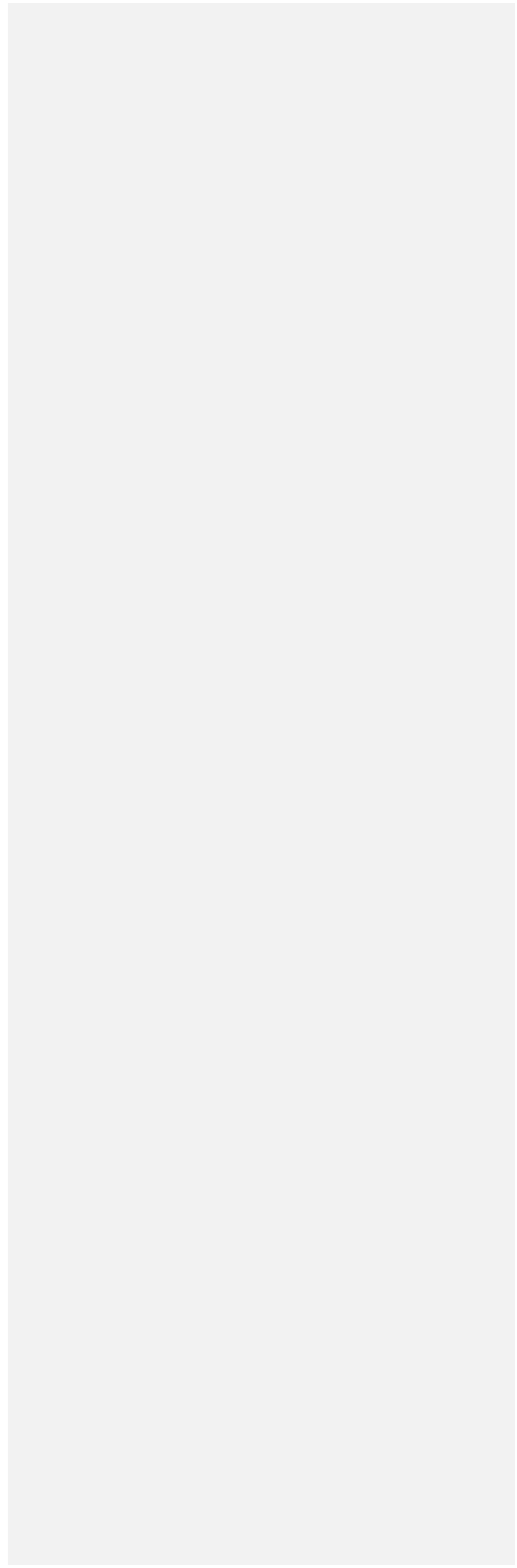
**SCHEDULE 3.06**  
**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**



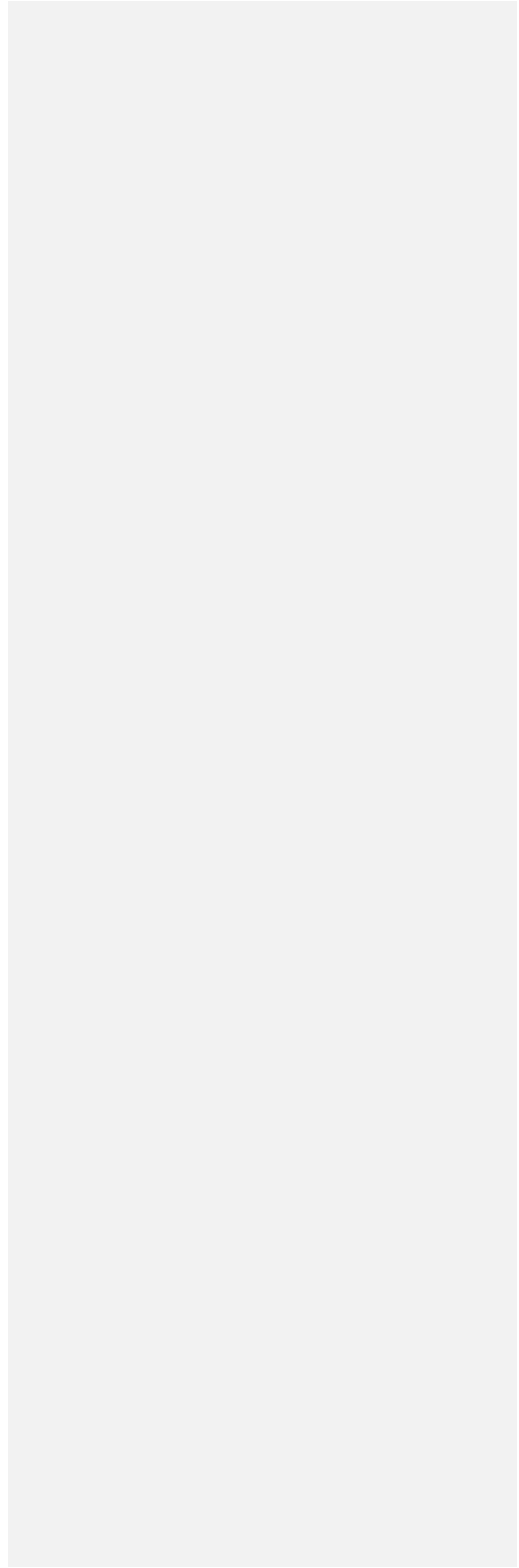
**SCHEDULE 3.07(a)**  
**OTHER REAL PROPERTY INTERESTS**



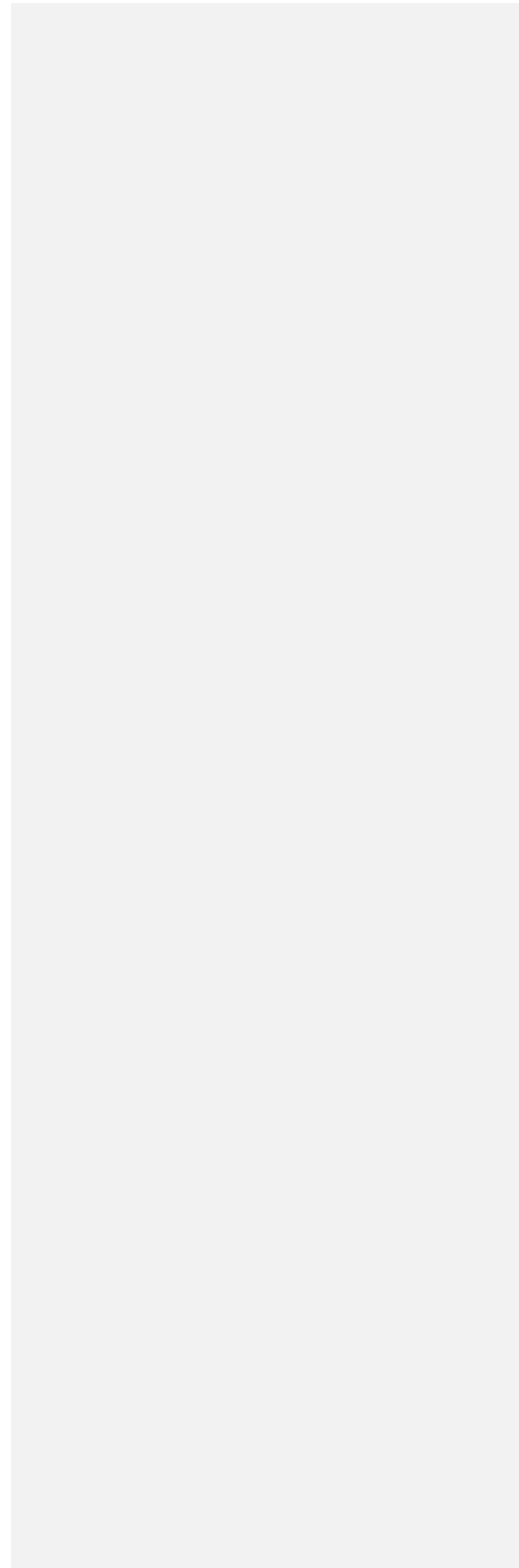
**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**



**SCHEDULE 3.08**  
**INTENTIONALLY OMITTED**

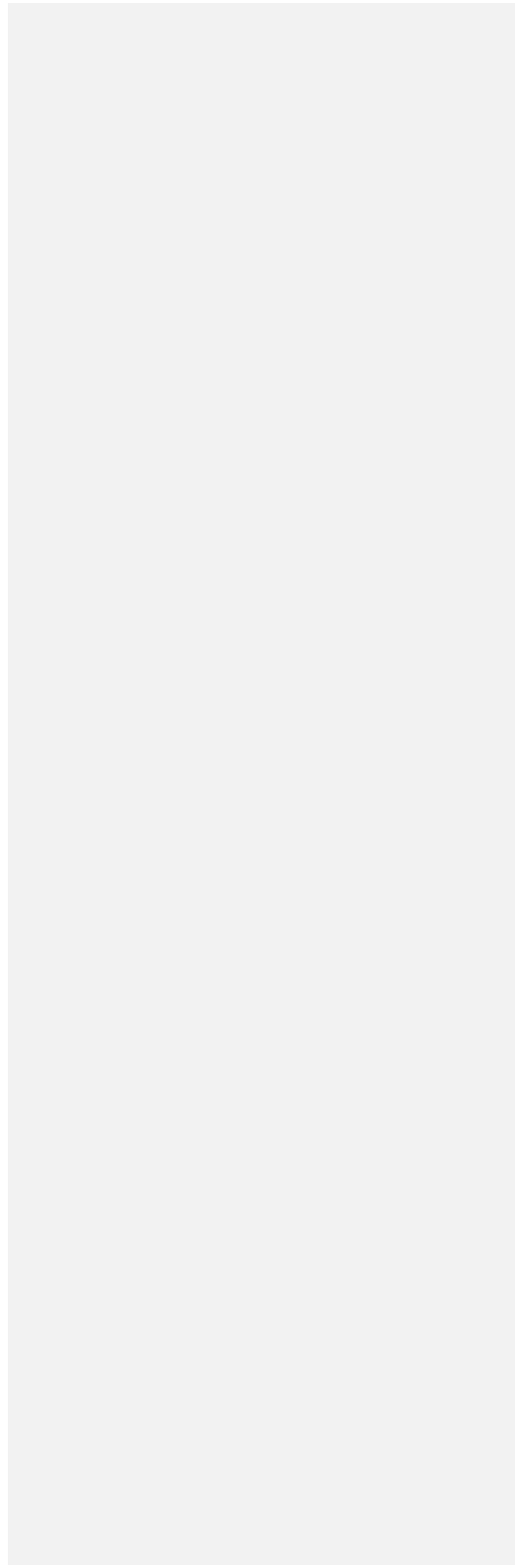


**SCHEDULE 3.09**  
**CONTRACTS**

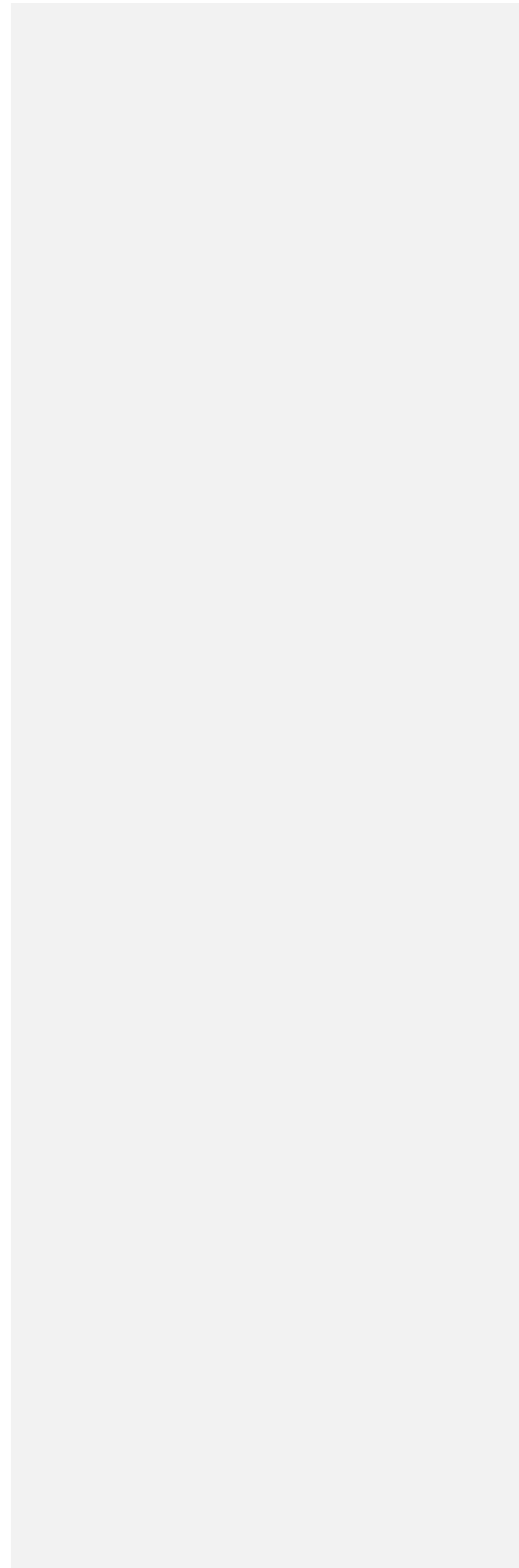




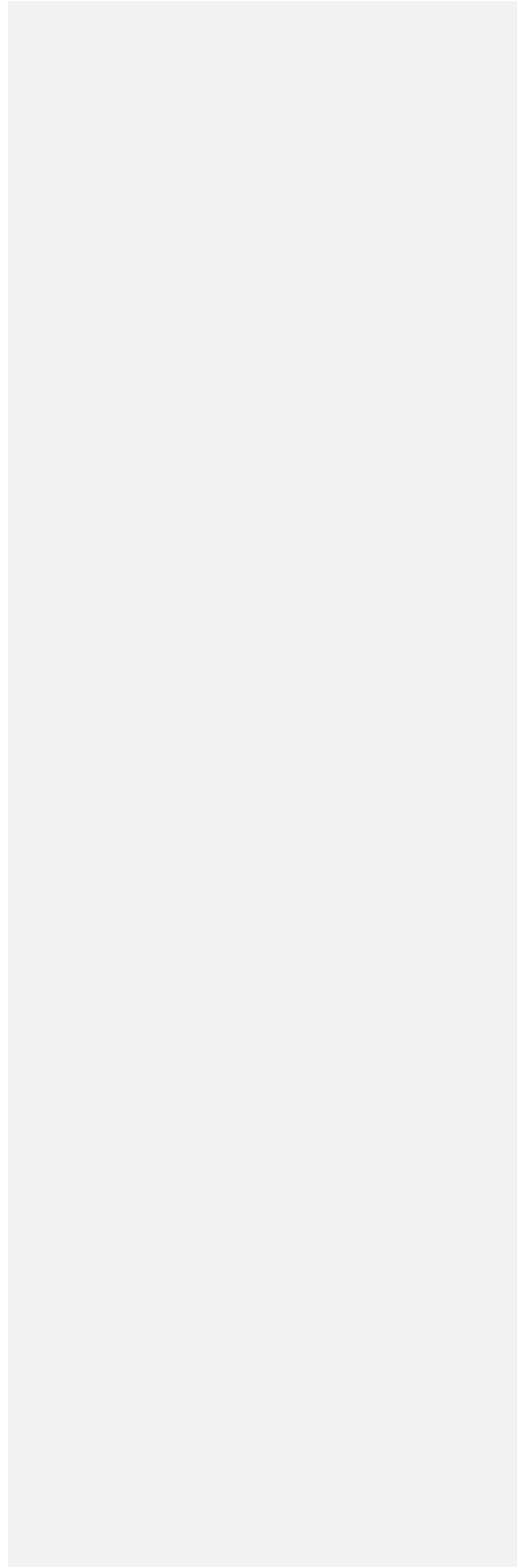
**SCHEDULE 3.09(c)**  
**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**



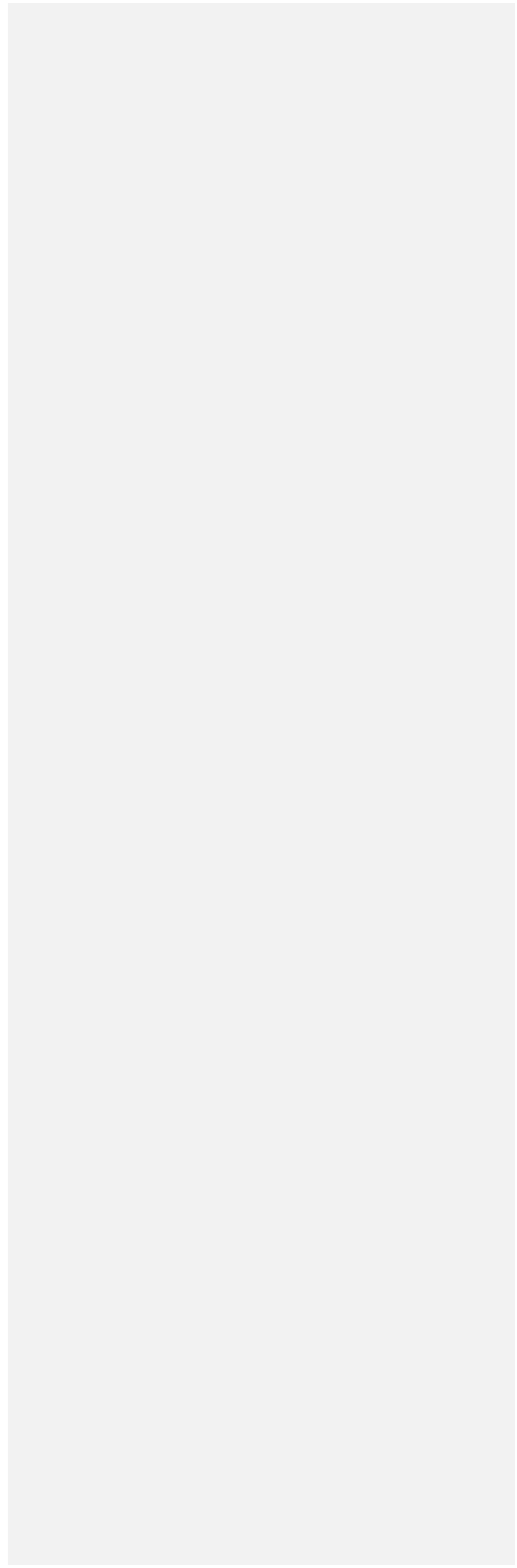
**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**



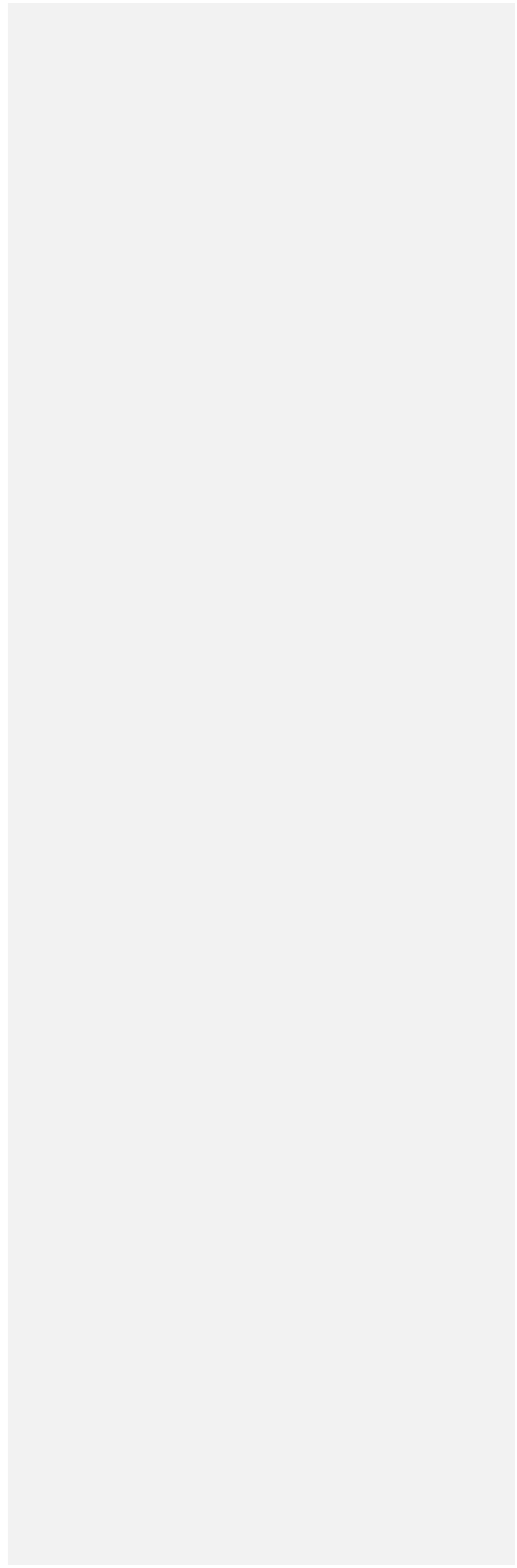
**SCHEDULE 3.11**  
**PERSONAL PROPERTY**



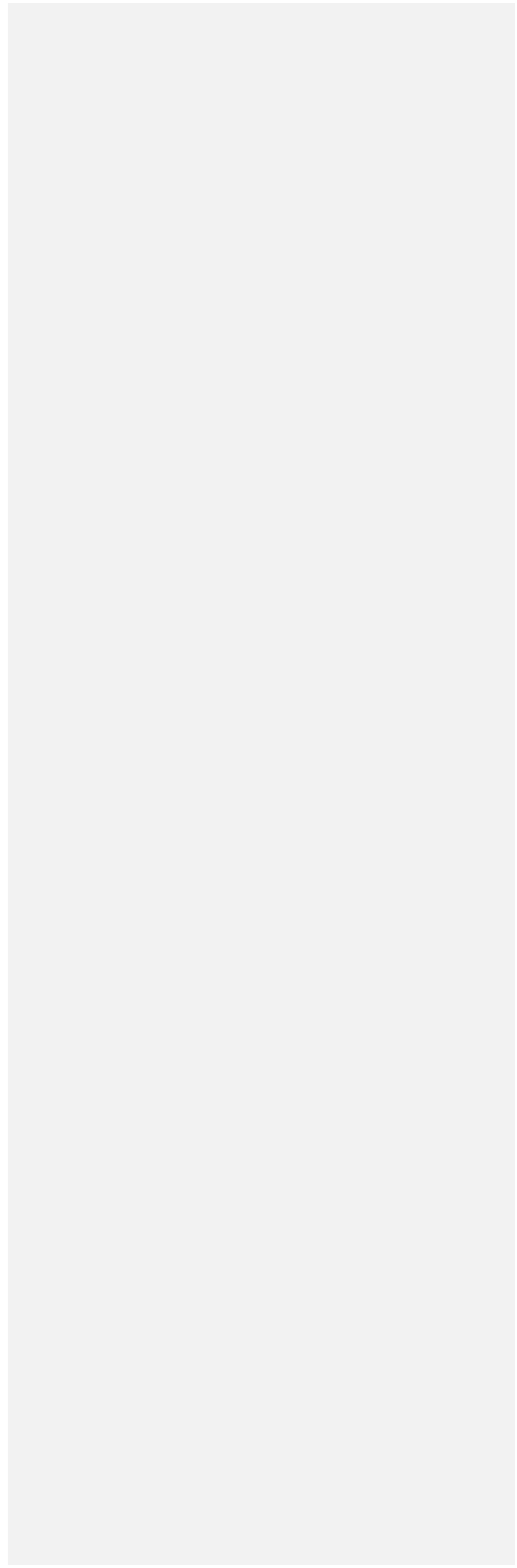
**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**



**SCHEDULE 3.14**  
**PERMITS**

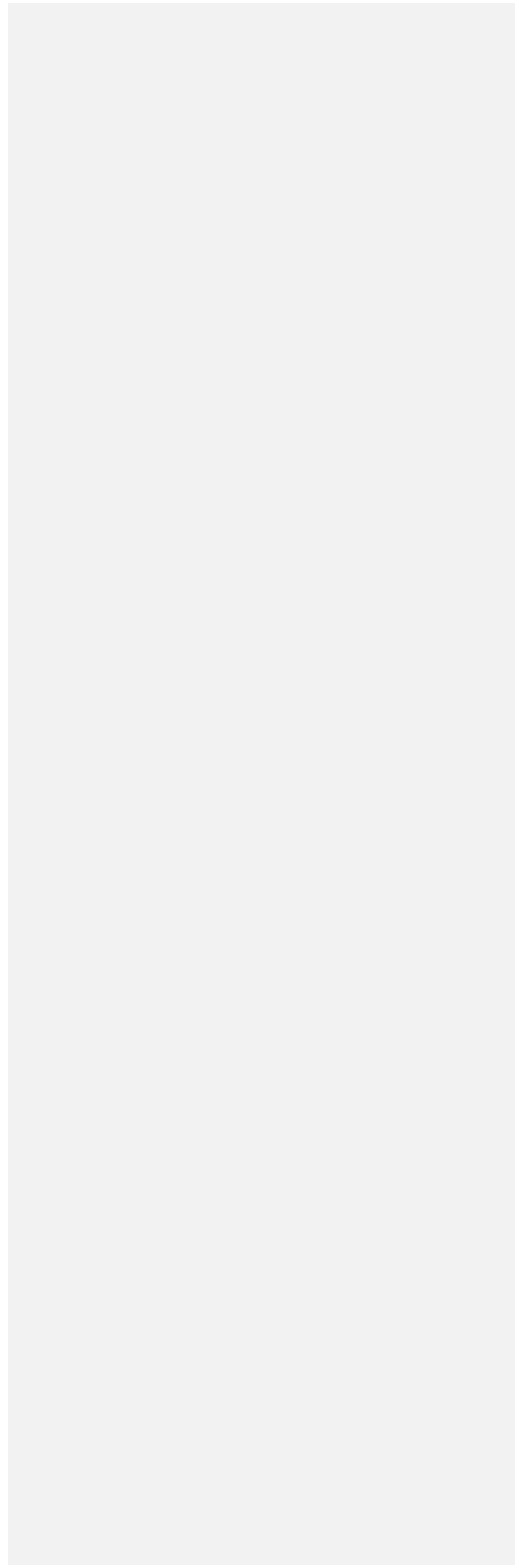


**SCHEDULE 3.15**  
**INSURANCE**



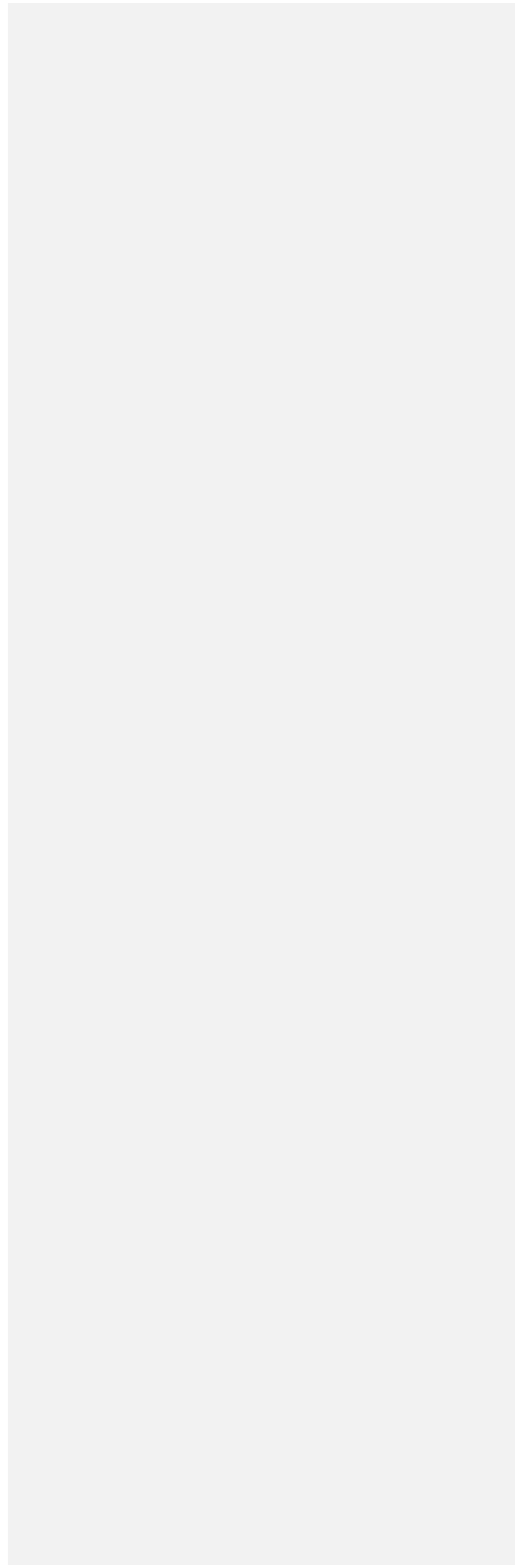
**SCHEDULE 3.17**

**TAXES**



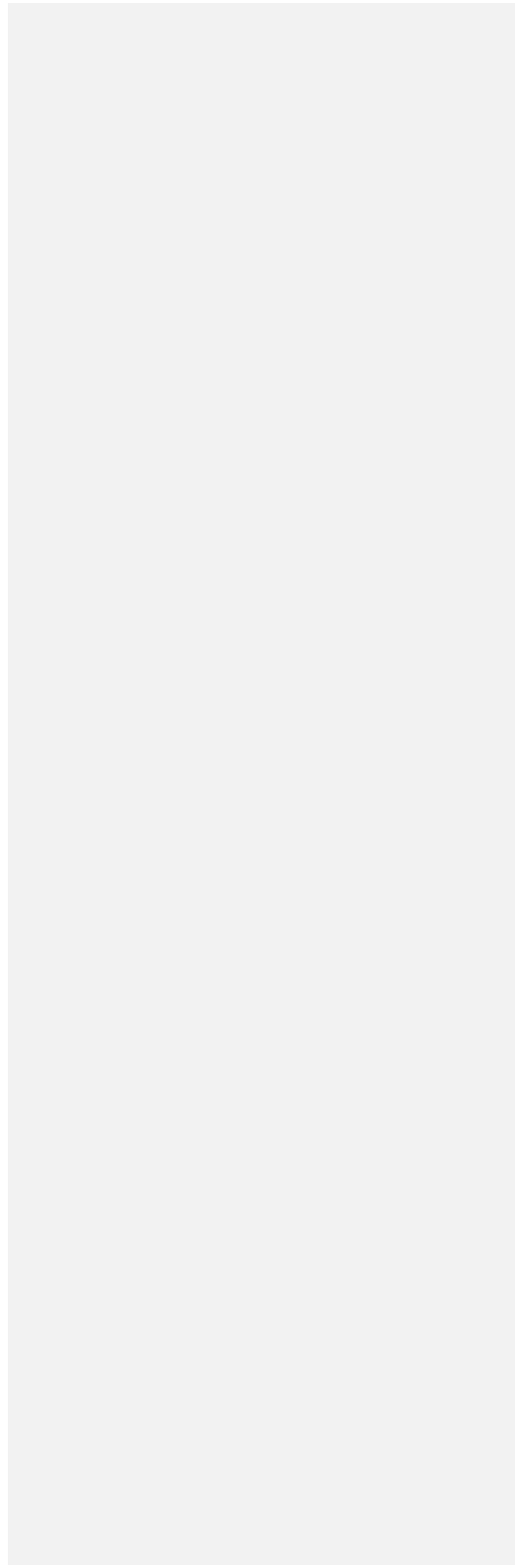
**SCHEDULE 3.18**

**PROCEEDINGS**

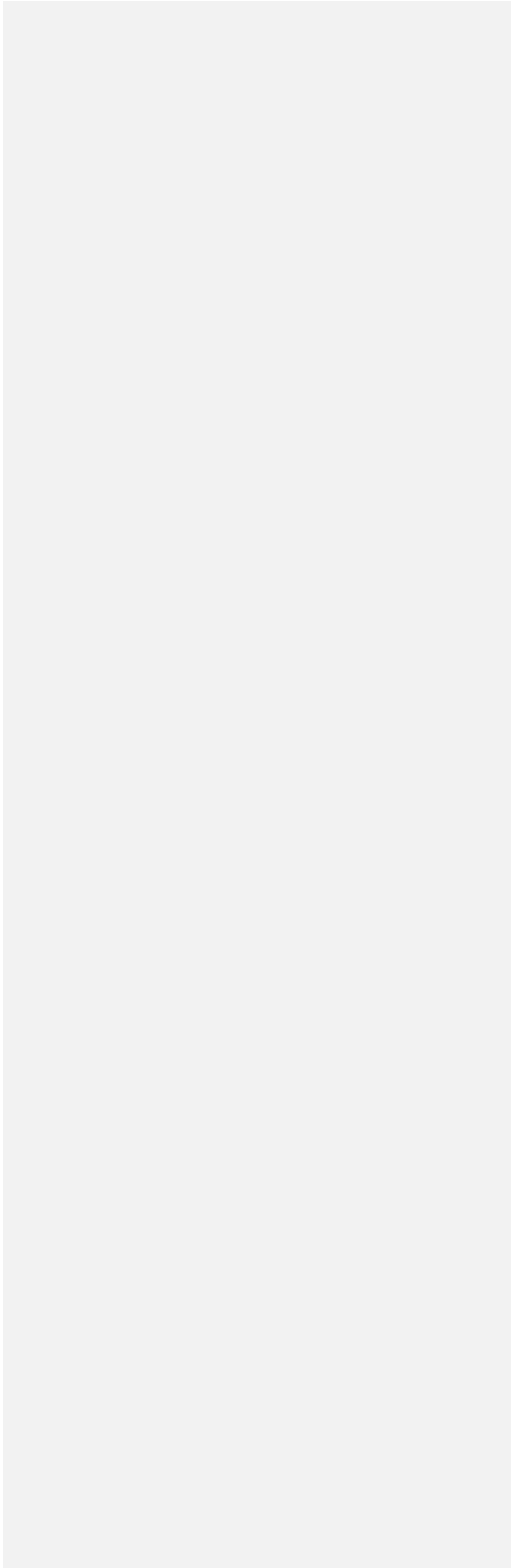




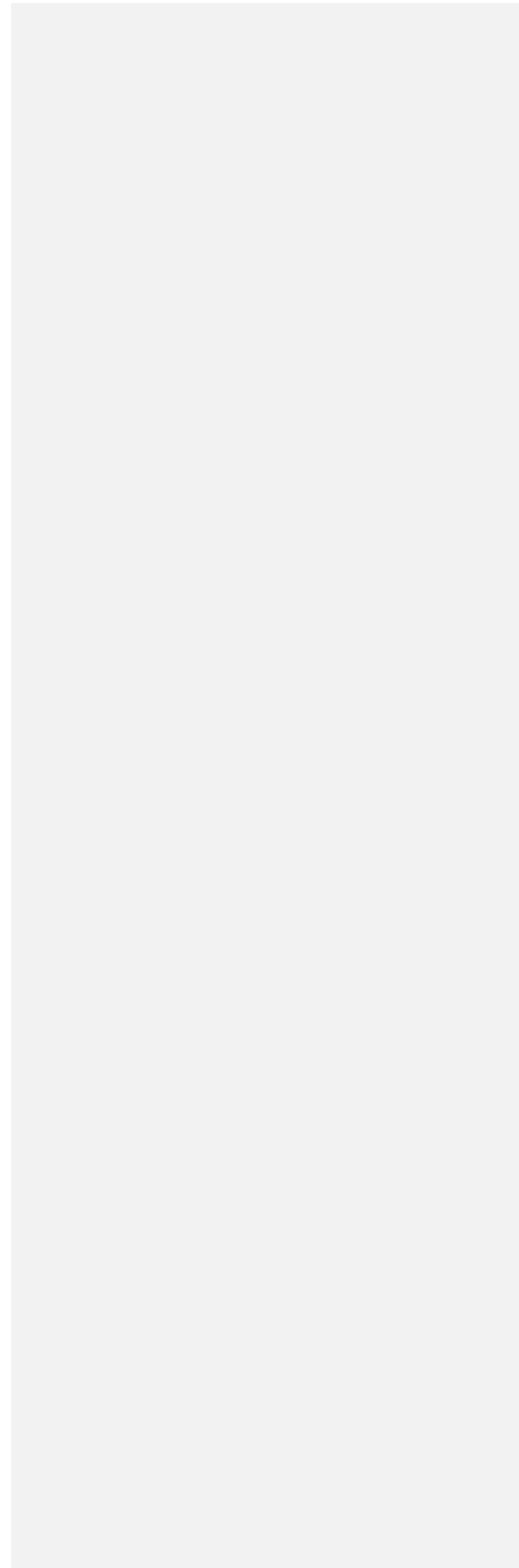
**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**



**SCHEDULE 3.21(b)**  
**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

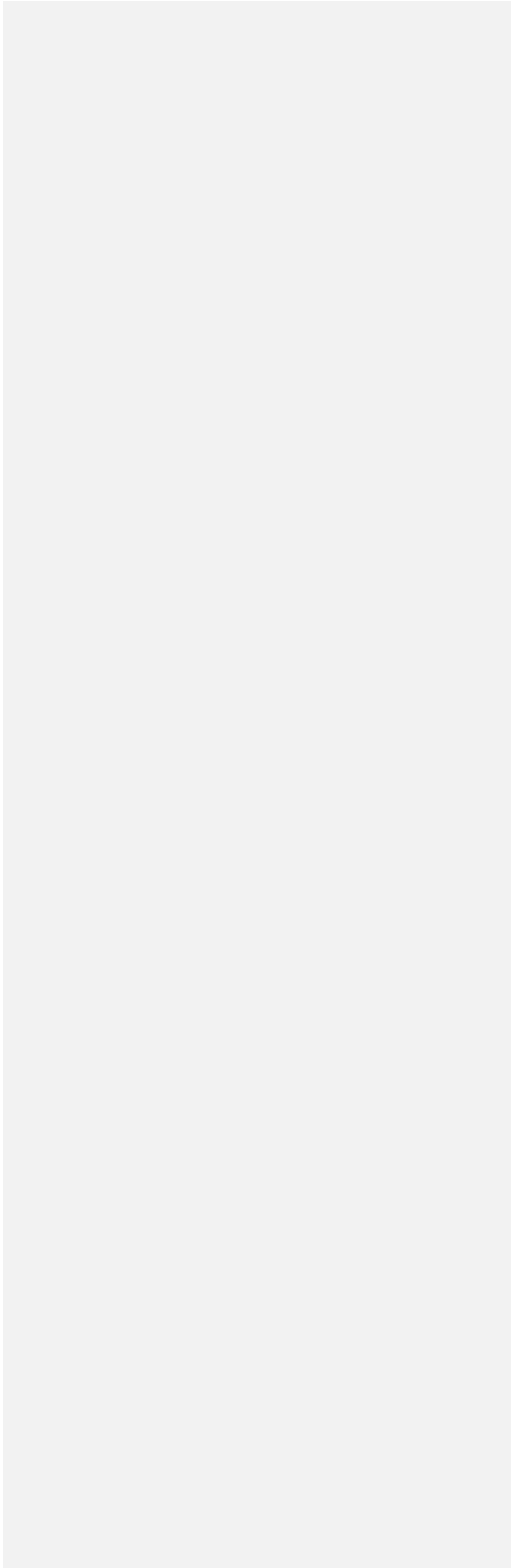


**SCHEDULE 3.22**  
**EMPLOYEE AND LABOR MATTERS**

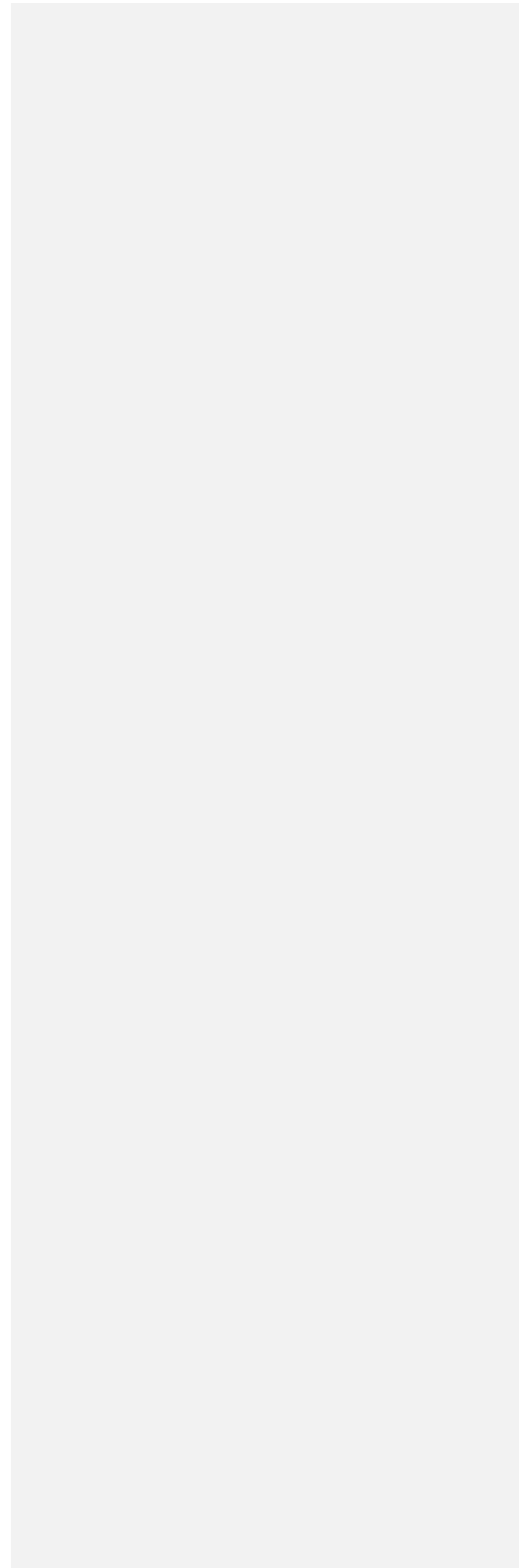


**SCHEDULE 3.27**

**RENTS PAYABLE**



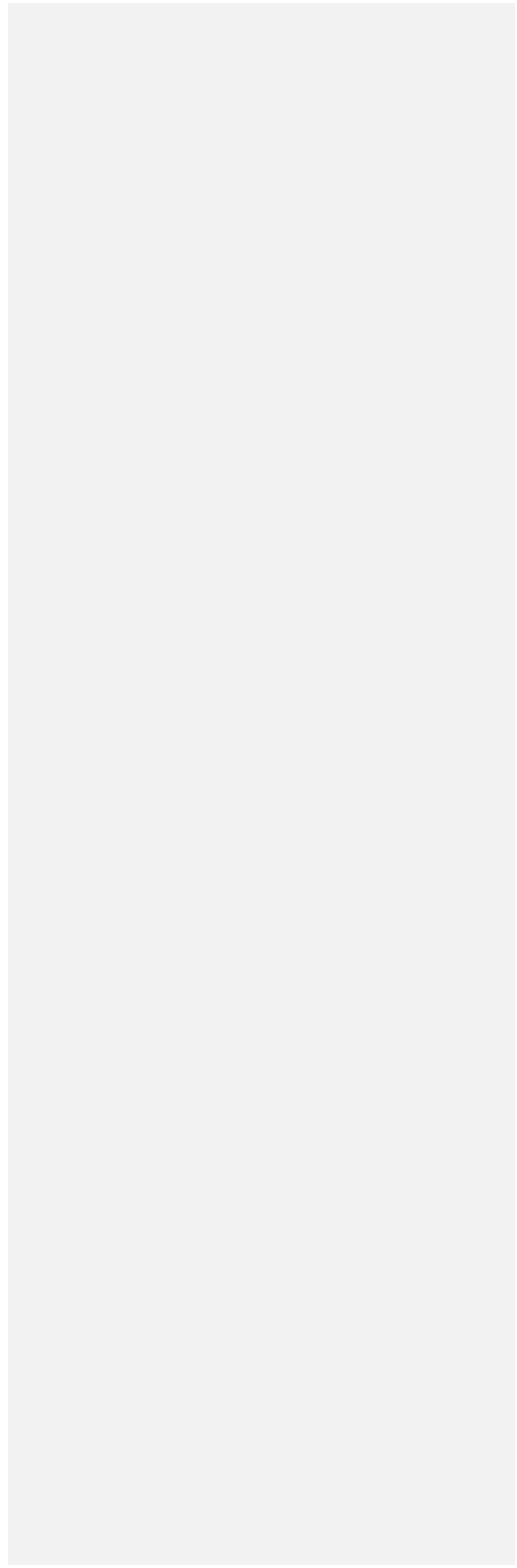
**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**



**SCHEDULE 5.22**

**NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita



**SECTION 999.5(d)(1)(B)**

**4) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline from IEP dated March 14, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement



and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of \$1,250,000.00<sup>1</sup> (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

---

<sup>1</sup> Subject to confirmation between Abe and Mark.

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether

voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

#### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any

Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a "Proceeding") pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) Intentionally Omitted;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or

prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cypress Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”).

Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration)

shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Seller shall not be in default of this Agreement, unless Seller shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Purchasers and the New Operator. In the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$100,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Purchaser shall not be in default of this Agreement, unless Purchaser shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Seller. Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO**



**ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the "Real Property"). Any new ALTA Survey or any existing ALTA Surveys updates (each, a "New Survey") required by any Purchaser or any Purchaser's lender shall be at such Purchaser's sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company ("Title Company"), which shall contain a commitment (each, a "Title Report") of the Title Company to issue to the applicable Purchaser an owner's policy of title insurance (each, a "Title Policy") insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the "Exception Documents"). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller's affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the "Title Review Period") to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes and assessments not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, “Supplemental Commitment”) with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a “New Title Matter”), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser’s receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser’s notice to notify Purchaser whether Seller will, in Seller’s sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter (“Termination Deadline”) in which to advise in writing of Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, “Allocated Value” with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the “Phase I”), and Seller shall make available for review and copy any previously prepared Phase I’s or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the “Environmental Notice”). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the

Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“Purchasers’ Agents”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours’ written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers’ Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers’ and Purchasers’ Agents’ activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives (“Seller’s Agents”) and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys’ fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers’ Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller’s Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) the sole and active negligence or willful misconduct of Seller or any of the Seller’s Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser’s entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller ~~and~~

~~Seller's Agents~~ shall be named as additional ~~insureds~~insured upon such insurance<sup>2</sup>. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii)

<sup>2</sup> Insurance company will only name specific entities and specific individuals as additional insureds.

Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its “AS IS, WITH ALL FAULTS BASIS” condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing “AS IS, WITH ALL FAULTS BASIS” condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the “Released Claims”); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, “Surviving Claims”). The Released Claims shall not include any items covered by Seller’s express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers' initials

\_\_\_\_\_  
Seller's initials

SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens,

encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vi) to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “  ” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;

(viii) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “  ” of the MOTA for each Facility (each, an “Admission Agreements Assignment”);

(ix) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(x) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;



(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the applicable New Operator, the Employee Records;

(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xvii) to each New Operator, all keys to the applicable Facility;

(xviii) to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

#### SECTION 2.08. Patient Funds.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by each applicable New Operator and each applicable New Operator shall, in writing, acknowledge receipt of and expressly assume Seller’s financial and custodial obligations with respect thereto; provided, however, that each applicable New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the applicable New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

#### SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the

ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, certificates of need, if applicable, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller’s knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller’s knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in

compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility's physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), ~~to Seller's knowledge, to Seller's knowledge,~~ Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as

applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) ~~To~~ There is no pending, or to Seller's knowledge, ~~there is no~~ threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) All Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are and will continue to be accurate and complete in all material respects and have not been and will not be misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI

Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) Neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) Neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.



(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. To Seller's knowledge there is no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.

(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a "Room Size Waiver"), (ii) any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

"Health Care Authority/ies" shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

"Health Care Requirements" shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment,

construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

#### SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by

the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller's real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller's period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

#### SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property

owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred

eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract

deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, “Stimulus/Relief Funds” means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), Paycheck Protection Program (“PPP”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid

(other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date

thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller's knowledge there is no action, suit, investigation, audit or assessment pending or proposed or to Seller's knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service ("IRS") Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is "tax exempt use property" within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller's



knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

#### SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

#### (b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller’s knowledge there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the

Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

#### SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises

is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term "Mold" shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term "Release" means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the

Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

#### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller’s knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller’s knowledge, there are no unfair labor practice charges or complaints pending or to Seller’s knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller’s knowledge, there are no pending or threatened union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller’s knowledge, there are no pending or to Seller’s knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, and other unpaid benefits for employees of the Business which Seller is obligated by law to pay, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the “WARN Act”), (i) Seller has not effectuated a “plant closing” (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a “mass layoff” (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller’s employees has suffered an “employment loss” (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an “Embargoed Person”); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller’s knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document,

certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The terms "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of the person signing this Agreement and the executive director of each Facility, but only as to the Facility in which he or she works, ~~without any duty of~~ after reasonable inquiry ~~or~~ and investigation into such matter, and no one else. The persons ~~who is~~ charged with such knowledge shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and

the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

## ARTICLE V COVENANTS

SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;



(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak (abe@iepcorp.com) and Alex Fenigstein (alex@iepcorp.com), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator or its designated Affiliates to operate each applicable Facility from and after the closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator or its designated Affiliates. Within thirty (30) days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility (each, a “MOTA Notice”). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the “Transfer Notice Act”). Seller shall post a copy of each applicable MOTA Notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

**SECTION 5.02. No Solicitation**. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other representative retained by Seller to, (i) solicit, initiate, encourage, entertain, accept or consider any “other bid”, (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. As used in this Section 5.02, “other bid” shall mean any proposal to acquire, directly or indirectly, any of the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with

any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the “Broker”), which Seller shall be responsible for paying on the Closing Date.

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume the any unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the “Pre-Closing QA Fees”). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the “Assumed QA Fees”). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the “Actual QA Fees”). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a “QA Fee Deficiency Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the “Excess QA Fee Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. “Employee Records” shall mean the names of each employee, and that employee’s title, commencement date of employment, salary and employee benefits, but does not

include any other matters regarding the employees, including, but not limited to employee evaluations and disciplinary matters.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator’s power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and

accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.



SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within ten (10) business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. [REVIEW NOTE. SELLER AND NEW OPERATOR SHOULD ENTER INTO A LICENSE AGREEMENT FOR THE USE OF THE NAMES “ESKATON CARE CENTER AT MANZANITA”, “ESKATON CARE CENTER AT FAIR OAKS” AND “ESKATON CARE CENTER AT GREENHAVEN” WHICH SHOULD BE INCLUDED IN THE MOTA]. The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d) Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e) Each New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) subject to any New Operator using its reasonable best efforts to effect remedies through the use of in-house

personnel and in-house consultants, the costs of third party consultants reasonably engaged by any New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party’s Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental

Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii)

damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in ~~its~~ their reasonable determination). For purposes of this subsection, ~~a~~ “material condition” shall be one that conditions” shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: (i) imposes a financial burden on Purchasers or New Operators

collectively in the amount of \$~~1,500,000.00.~~ \_\_\_\_\_; (ii) requires New Operator to maintain the same case-mix and/or census of any Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing.

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers and/or New Operators (in ~~its~~their reasonable determination). For purposes of this subsection, "material conditions" shall mean any such condition, covenant or requirement promulgated by the Attorney General Approval that: (i) imposes a financial burden on Purchasers or New Operators collectively in the amount of \$ \_\_\_\_\_; (ii) requires New Operator to maintain the same case-mix and/or census of any

Facility, as was maintained by Seller during its period of operation of the Facility, for any period of time after Closing; (iii) requires that New Operator operate any Facility in a manner that is more burdensome than is currently required under Applicable Laws, including without limitation, any such condition or requirement that New Operator operate the Facility with staffing or NHPPD requirements in excess of the minimum levels required by Applicable Laws; and (iv) requires the appointment and installation of a compliance monitor to monitor the Facilities compliance history for any period of time after Closing.

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives (collectively, the "Purchaser Indemnified Parties") against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the "Losses"), as incurred



(payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser's and New Operator's right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. "Out of Compliance" means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a "level G" or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in "substantial compliance" with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services ("CMS") or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility's right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of

Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party’s request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full

amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is twelve (12) months after the Closing Date (the "First Release Date"), ~~\$250,000.00~~166,666.67 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than ~~\$250,000.00~~333,333.33 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than ~~\$250,000.00~~333,333.33, then no Escrow Funds shall be released to Seller on the First Release Date. On the ~~see date that that is~~ twenty-four (24) months after the Closing Date (the "Second Release Date"), \$166,666.67 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the Second Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with

Escrow Agent to be less than \$166,666.66 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66, then no Escrow Funds shall be released to Seller on the Second Release Date. On the third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Parent Guaranty. On the Closing Date, \_\_\_\_\_, a <sup>3</sup> (“Eskaton Guarantor”) shall execute and deliver to Purchasers and New Operators a guaranty, substantially in the form of Exhibit J attached hereto (the “Eskaton Guaranty”), pursuant to which Eskaton Guarantor shall guaranty any indemnified Losses in favor of any of the Purchaser Indemnified Parties in excess of the amount of the Escrow Funds then on deposit with Escrow Agent.

(f) ~~(e)~~ Straddle Claims. Notwithstanding the foregoing, to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a “Straddle Claim”), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on: 1) on comparative fault based on the facts of the case, to the extent determinable, and 2) if the comparative fault cannot be reasonably determined, on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder. In the event of a Straddle Claim, the parties will meet and confer in a good faith effort to resolve the dispute and the equitable apportionment between the parties.

(g) ~~(f)~~ Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.09, 3.12, 3.14, 3.17, 3.18, 3.19, or 3.22 (collectively, the “Fundamental/Operational Representations”)) shall survive for one (1) year following the Closing; (ii) The Fundamental/Operational

<sup>3</sup> Need parent company guarantor in addition to Seller

Representations shall survive for two (2) years after the Closing; and (iii) claims for fraud shall survive for the applicable statute of limitations period.

## ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator. In case of any assignment, Purchaser and any New Operator shall not be released from any of its obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to

clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: abe@iepcorp.com

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: jack\_fenigstein@fenkauf.com and steven\_rosenfeld@fenkauf.com

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: markjenkins@eskaton.org

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: tcronan@hsmlaw.com

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference

shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or



bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or

entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

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

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Form of Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
<u>Exhibit “J”</u>	<u>=</u>	<u><a href="#">Form of Eskaton Guaranty</a></u>
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers

Schedule 3.06	-	Liens on Assets (Other than Real Property)
Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Property
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled “Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.”, filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000



**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL PROPERTY**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated “Tract No. 1”, as shown on the “Peck Ranch Subdivision”, recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04’ East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56’ East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04’ West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56’ West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the “Plat of Merrihill Unit No. 2” recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35’ 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46’ 30” East, 329.98 feet; thence South 82 degrees 00’ 30” West, 6.00 feet; thence North 00 degrees 46’ 30” West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07’ 50” East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto

and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

## EXHIBIT C

### FORM OF BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation



## EXHIBIT D

### FORM OF NEW OPERATOR BILL OF SALE

#### BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and

Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS (this "Agreement") is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_\_ (the "Effective Date"), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("New Operator").

#### RECITALS:

A. Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_\_ (the "Purchase Agreement") by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ ("Purchaser") certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the "Facility").

B. Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.

C. Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

#### AGREEMENT:

Now, THEREFORE, the parties hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller's right, title and interest to the contracts set forth on Exhibit "A" (the "Assigned Contracts").

2. **ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller's right, title and interest to the Assigned Contracts and hereby assumes Seller's obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the "Assumed Obligations").

3. **MISCELLANEOUS PROVISIONS.**

(a) Seller and New Operator agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller's rights, titles and interests, in and to the Assigned Contracts, and to

evidence New Operator's assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

**(b)** All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

**(c)** Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

**(d)** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(e)** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"

Assigned Contracts

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$500,000.00 with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$500,000.00, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$500,000.00, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+" by

S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is twelve (12) months after the Closing Date (the “First Release Date”), ~~\$250,000.00~~166,666.67 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount ~~SELLER and PURCHASER agree is a good faith estimate~~ of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent after the First Release Date to be less than \$250,000.00333,333.33, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$333,333.33, then no Escrow Funds shall be released to SELLER on the First Release Date.

5. On the date that that is twenty-four (24) months after the Closing Date (the “Second Release Date”), \$166,666.67 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the Second Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$166,666.66, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the Second Release Date are less than \$166,666.66, then no Escrow Funds shall be released to SELLER on the Second Release Date.

56. On the ~~second~~third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

67. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other



disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action.

78. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the

ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

89. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

910. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

~~10~~11. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

~~11~~12. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the

short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be

tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**INTENTIONALLY OMITTED**



**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I**

**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

EXHIBIT J

FORM OF ESKATON GUARANTY

## SCHEDULE 1

### FACILITIES AND SELLER

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.



**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**

**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

**SCHEDULE 3.05(j)**

**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**



**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**

**OTHER REAL PROPERTY INTERESTS**

**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**

**INTENTIONALLY OMITTED**

**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**



**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**

**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**

**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**



**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**

**PURCHASE PRICE ALLOCATION**

## **SCHEDULE 5.22**

### **NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 3/14/2023 3:34:52 PM</b>	
<b>Style name:</b> Default2	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Eskaton Asset Purchase Agmt (ver 6) 030923.docx	
<b>Modified filename:</b> Eskaton Asset Purchase Agmt (F&K Markup).031423.docx	
<b>Changes:</b>	
Add	49
Delete	31
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>80</b>

**SECTION 999.5(d)(1)(B)**

**5) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 9, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement

and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of \$1,250,000.00<sup>1</sup> (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

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<sup>1</sup> Subject to confirmation between Abe and Mark.

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting or nonvoting,



including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

#### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any

period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a “Proceeding”) pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller’s Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers’ compensation, employer’s liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers’ compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

~~(xiv) any liability, obligation or commitment of any Seller relating to any Environmental Law (as defined in Section 3.21(b)) or to investigation or cleanup of Hazardous Materials (as defined in Section 3.21(b)) under any Environmental Law with respect to any acts, occurrences, events, releases, violations and omissions occurring prior to the Closing Date;~~

(xiv) Intentionally Omitted:

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with

Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) ~~Notwithstanding anything to the contrary herein, in~~ Seller shall not be in default of this Agreement, unless Seller shall fail to cure any breach of the terms of this Agreement following ten (10) days' written notice thereof from Purchasers and the New Operator. In the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$125,100,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS**

**AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
**(Purchasers' Initials)**

\_\_\_\_\_  
**(Seller's Initials)**

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the "Real Property"). Any new ALTA Survey or any existing

ALTA Surveys updates (each, a “New Survey”) required by any Purchaser or any Purchaser’s lender shall be at such Purchaser’s sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes and assessments not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, “Supplemental Commitment”) with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a “New Title Matter”), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser’s receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted



Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the "Environmental Notice"). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from

Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“Purchasers’ Agents”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours’ written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers’ Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers’ and Purchasers’ Agents’ activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives (“Seller’s Agents”) and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys’ fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers’ Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller’s Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) the sole and active negligence or willful misconduct of Seller or any of the Seller’s Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser’s entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller and Seller’s Agents shall be named as additional ~~insured~~insureds upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days’ written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any

representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing “AS IS, WITH ALL FAULTS BASIS” condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the “Released Claims”); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any express representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, “Surviving Claims”). The Released Claims shall not include any items covered by Seller’s express representations and warranties contained in Article III hereof. Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. ~~\*\*\*NTD: Deleted provision is covered in the “As-Is” disclaimer. To the extent any of these items are covered by express reps and warranties in this Agreement, then they would be Surviving Claims and not Released Claims.\*\*\*~~ This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers’ initials

\_\_\_\_\_  
Seller's initials

#### SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency

between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

- (iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;
- (v) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;
- (vi) to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;
- (vii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “\_\_” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;
- (viii) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “\_\_” of the MOTA for each Facility (each, an “Admission Agreements Assignment”);
- (ix) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;
- (x) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;
- (xi) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;
- (xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;
- (xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));
- (xiv) to the applicable New Operator, the Employee Records;
- (xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;
- (xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a “FIRPTA”) from Seller;
- (xvii) to each New Operator, all keys to the applicable Facility;

(xviii) to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A (“CMS Form 855A Pages”); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the “Closing Wire”);

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller,

and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

SECTION 2.08. Patient Funds.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by each applicable New Operator and each applicable New Operator shall, in writing, acknowledge receipt of and expressly assume Seller's financial and custodial obligations with respect thereto; provided, however, that each applicable New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the applicable New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance



proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree ("**Judgment**") or statute, law (including common law), codes, ordinance, rule or regulation ("**Applicable Law**")

applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, certificates of need, if applicable, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “**Licenses**”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including

approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller's knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller's knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller's knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility's physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), to Seller's knowledge, to Seller's knowledge, Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable

of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) ~~There is no pending, or to~~ To Seller's knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) All Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are and will continue to be accurate and complete in all material respects and have not been and will not be misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) Neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) Neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing,

directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. ~~There are~~ To Seller's knowledge there is no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.

(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a “Room Size Waiver”), (ii) any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller’s knowledge, none if its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any “Federal health care program” as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

“Health Care Authority/ies” shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

“Health Care Requirements” shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indignant persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

#### SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller’s real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller’s period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.



(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

- (x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);
- (xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;
- (xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;
- (xiii) a power of attorney;
- (xiv) a Contract not made in the ordinary course of business;
- (xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);
- (xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);
- (xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);
- (xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;
- (xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;
- (xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;
- (xxi) a Contract for any joint venture, partnership or similar arrangement;
- (xxii) Intentionally Omitted;
- (xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or
- (xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their

terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

#### SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, "Stimulus/Relief Funds" means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), Paycheck Protection Program ("PPP"), CMS Accelerated and Advance Payments ("AAP") and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

#### SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount

due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) ~~There~~ To Seller’s knowledge there is no action, suit, investigation, audit or assessment pending or proposed or to Seller’s knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller's knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. "Seller Material Adverse Effect" means any event, state of facts, circumstance, development, change, effect or occurrence (an "Effect") that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all "employee pension benefit plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the "Seller Pension Plans") and all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called "Seller Benefit Plans"). None of Seller Benefit Plans is a "multiemployer plan" as defined in Section 3(37) of ERISA.

(b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. ~~There To~~ Seller's knowledge there are no actions, suits or claims (other than routine claims for benefits) pending or ~~to Seller's knowledge~~, threatened against or involving Seller Benefit Plan or the assets

of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under

any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term "Mold" shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term "Release" means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).



(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller’s knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller’s knowledge, there are no unfair labor practice charges or complaints pending or to Seller’s knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller’s knowledge, there are no pending, or ~~to Seller’s knowledge~~, threatened, union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the

aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) [to Seller's knowledge](#), there are no pending or to Seller's knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, ~~sick leave~~ and other unpaid benefits for employees of the Business [which Seller is obligated by law to pay](#), have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), (i) Seller has not effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The ~~term~~terms "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of \_\_\_\_\_, the person signing this Agreement and the executive director of each Facility, but only as to the Facility in which he or she works, without any duty of inquiry or investigation, and no one else.<sup>2</sup> The persons who is charged with such knowledge shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a

<sup>2</sup> ~~Need to confirm knowledge parties to confirm definition is acceptable with Purchaser.~~

material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a “Purchaser’s Material Adverse Effect”).

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor’s rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser’s Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against

or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

~~[\*\*\*NTD: Warn Act issues are addressed in the MOTAs\*\*\*]~~

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak ([abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein

(alex@iepcorp.com), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients,



suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator or its designated Affiliates to operate each applicable Facility from and after the closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator or its designated Affiliates. Within thirty (30) days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility (each, a “MOTA Notice”). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the “Transfer Notice Act”). Seller shall post a copy of each applicable MOTA Notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of [Seller](#), or any investment banker, attorney, accountant or other representative retained by [Seller](#) to, (i) solicit, initiate, encourage, entertain, accept or consider any “other bid”, (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive



officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. ~~Seller promptly shall (A) advise Purchasers orally and in writing of any other bid or any inquiry with respect to or which could lead to any other bid and the identity of the person making any such other bid or inquiry and (B) provide to Purchasers a copy of any document setting forth such other bid or inquiry.~~ As used in this Section 5.02, “other bid” shall mean any proposal to acquire, directly or indirectly, any of ~~the stock, assets or business of Seller~~, the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medical reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as

necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the ~~Business~~, Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

#### SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agrees that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the

transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date. ~~\*\*\*NTD: reciprocal indemnities for broker's fees are covered in Sections 8.01 and 8.02\*\*\*}~~

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume the any unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the "Pre-Closing QA Fees"). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the "Assumed QA Fees"). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the "Actual QA Fees"). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a "QA Fee Deficiency Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the "Excess QA Fee Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the

Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. “Employee Records” shall mean the names of each employee, and that employee’s title, commencement date of employment, salary and employee benefits, but does not include any other matters regarding the employees, including, but not limited to employee evaluations and disciplinary matters.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator’s power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions

contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

**SECTION 5.12. Publicity.** No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within ~~five~~ten (10) business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.



SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. ~~After the Closing, Seller shall also amend its respective articles of incorporation or articles of organization to change its name to a name not including or similar to any of the words set forth in Schedule 5.22.~~ [REVIEW NOTE. SELLER AND NEW OPERATOR SHOULD ENTER INTO A LICENSE AGREEMENT FOR THE USE OF THE NAMES “ESKATON CARE CENTER AT MANZANITA”, “ESKATON CARE CENTER AT FAIR OAKS” AND “ESKATON CARE CENTER AT GREENHAVEN” WHICH SHOULD BE INCLUDED IN THE MOTA]. The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d) Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e) Each New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) subject to any New Operator using its

reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants, the costs of third party consultants reasonably engaged by any New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medical payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

#### SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

### ARTICLE VI CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party’s Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental



Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages

or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any unreasonable and material conditions on the approval that are unacceptable to Purchasers (in its reasonable determination). For purposes of this subsection, a "material condition" shall be one that imposes a financial burden on Purchasers collectively in the amount of \$1,500,000.00.

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's

fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the "Losses"), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser's and New Operator's right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result

of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to

the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.



(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is ~~eighteen (18)~~twelve (12) months after the Closing Date (the "First Release Date"), \$~~625~~250,000.00 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$~~625~~250,000.00 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$~~625~~250,000.00, then no Escrow Funds shall be released to Seller on the First Release Date. On the ~~third~~second anniversary of the Closing Date (the "Final Release Date"), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.<sup>3</sup>

(e) Straddle Claims. Notwithstanding the foregoing, to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a "Straddle Claim"), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on: 1) on comparative fault based on the facts of the case, to the extent determinable, and 2) if the comparative fault cannot be reasonably determined, on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder. In the event of a Straddle Claim, the parties will meet and confer in a good faith effort to resolve the dispute and the equitable apportionment between the parties.

(f) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.12, 3.17, 3.18, 3.19,

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<sup>3</sup>~~The release amounts and release are also subject to confirmation between Abe and Mark.~~

or 3.22 (collectively, the “Fundamental/Operational Representations”) shall survive for one (1) year following the Closing; (ii) ~~the~~ The Fundamental/Operational Representations shall survive for two (2) years ~~following the Closing;~~ (iii) ~~all other covenants, indemnities and other provisions of this Agreement which survive Closing shall survive for three (3) years~~ after the Closing; and (iv) ~~iii~~ claims for fraud shall survive for the applicable statute of limitations period.

## ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator; ~~provided, however, that no~~ In case of any assignment, Purchaser and any New Operator shall limit not be released from any of affect the assignor's its obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested,

and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set

forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between

the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

\_\_\_\_\_

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Form of Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOT A
Exhibit “I”	-	Form of Joinder Agreement
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers
Schedule 3.06	-	Liens on Assets (Other than Real Property)

Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Property
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled “Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.”, filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL PROPERTY**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**



**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

## EXHIBIT C

### FORM OF BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation

## EXHIBIT D

### FORM OF NEW OPERATOR BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this “Agreement”) is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_ (the “Effective Date”), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“New Operator”).

#### RECITALS:

- A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the “Purchase Agreement”) by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ (“Purchaser”) certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).
- B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.
- C.** Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

#### AGREEMENT:

**NOW, THEREFORE,** the parties hereby agree as follows:

- 1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller’s right, title and interest to the contracts set forth on Exhibit “A” (the “Assigned Contracts”).
- 2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller’s right, title and interest to the Assigned Contracts and hereby assumes Seller’s obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the “Assumed Obligations”).
- 3. MISCELLANEOUS PROVISIONS.**
- (a)** Seller and New Operator agree, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller’s rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator’s assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

**(b)** All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

**(c)** Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

**(d)** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(e)** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"

Assigned Contracts

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$ \_\_\_\_\_, \$500,000.00 with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$ \_\_\_\_\_, \$500,000.00, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$ \_\_\_\_\_, \$500,000.00, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+"

by S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is ~~eighteen (18)~~twelve (12) months after the Closing Date (the “First Release Date”), \$ ~~\_\_\_\_\_ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*]~~\$250,000.00 of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount SELLER and PURCHASER agree is a good faith estimate of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, ~~(a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$ \_\_\_\_\_ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*], and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of~~after the First Release Date ~~are less than \$ \_\_\_\_\_ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*], then no Escrow Funds shall be released to SELLER on the First Release Date.~~to be less than \$250,000.00

5. On the ~~third~~second anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

6. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be

reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action.

7. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment,

deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

8. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

9. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

11. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating

agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely

in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**INTENTIONALLY OMITTED**

**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I  
FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

## SCHEDULE 1

### FACILITIES AND SELLER

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**



**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**

**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**



**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**  
**OTHER REAL PROPERTY INTERESTS**

**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**

**INTENTIONALLY OMITTED**

**SCHEDULE 3.09**

**CONTRACTS**



**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**

**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**

**SCHEDULE 3.18**

**PROCEEDINGS**



**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**

## **SCHEDULE 5.22**

### **NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita

**SECTION 999.5(d)(1)(B)**

**6) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 8, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed as a skilled nursing facility, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement



and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the “Independent Consideration”);

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent;

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below (“Balance Net of Escrow Funds”); and

(iv) A portion of the Purchase Price in the amount of \$1,250,000.00<sup>1</sup> (the “Escrow Funds”) shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

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<sup>1</sup> Subject to confirmation between Abe and Mark.

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether

voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

#### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any

Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a “Proceeding”) pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller’s Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers’ compensation, employer’s liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers’ compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) any liability, obligation or commitment of any Seller relating to any Environmental Law (as defined in Section 3.21(b)) or to investigation or cleanup of Hazardous Materials (as defined in Section 3.21(b)) under any Environmental Law with respect to any acts, occurrences, events, releases, violations and omissions occurring prior to the Closing Date;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller [for dates of service](#) prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in [Section 3.06\(a\)](#)), other than Permitted Liens (as defined in [Section 3.06\(a\)](#)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or

prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care (“Cypress”) to take over the operations of the Facilities from Seller on the Closing Date through one or more subsidiaries or affiliates of Cypress (each, a “New Operator”, and collectively, the “New Operators”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than September 30, 2023 (the “Outside Closing Date”); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Notwithstanding anything to the contrary herein, in the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$125,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY**



**INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the "Real Property"). Any new ALTA Survey or any existing ALTA Surveys updates (each, a "New Survey") required by any Purchaser or any Purchaser's lender shall be at such Purchaser's sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, “Supplemental Commitment”) with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a “New Title Matter”), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser’s receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser’s notice to notify Purchaser whether Seller will, in Seller’s sole discretion (except for any voluntary

monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter (“Termination Deadline”) in which to advise in writing of Purchaser’s election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, “Allocated Value” with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the “Phase I”), and Seller shall make available for review and copy any previously prepared Phase I’s or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the “Environmental Notice”). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“Purchasers’ Agents”) to conduct physical inspections of the Facilities, their

component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers' and Purchasers' Agents' right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers' Agents related to said entry.

(ii) Purchasers, at Purchasers' sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers' Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours' written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers' Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers' and Purchasers' Agents' activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives ("Seller's Agents") and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers' Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller's Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) negligence or willful misconduct of Seller or any of the Seller's Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser's entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller shall be named as additional insured upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iii) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (iv) Seller has (or prior to the Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (v) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vi) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (vii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (viii) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof, except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent

of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing “AS IS, WITH ALL FAULTS BASIS” condition, without representation and warranty of any kind except as expressly set forth herein, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities (collectively, the “Released Claims”); provided, however, that such waiver and release shall not apply to any claims of Purchasers and/or New Operators for any claims for breaches of any representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, “Surviving Claims”). Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. *[\*\*\*NTD: Deleted provision is covered in the “As-Is” disclaimer. To the extent any of these items are covered by express reps and warranties in this Agreement, then they would be Surviving Claims and not Released Claims.\*\*\*]* This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers’ initials

\_\_\_\_\_  
Seller's initials

#### SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any

inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operators, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vi) to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “”“A” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;

(viii) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “”“B” of the MOTA for each Facility (each, an “Admission Agreements Assignment”);

(ix) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(x) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;

(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the applicable New Operator, the Employee Records;

(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a “FIRPTA”) from Seller;



(xvii) to each New Operator, all keys to the applicable Facility;

(xviii) to each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A (“CMS Form 855A Pages”); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the “Closing Wire”);

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the applicable New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds

which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.

SECTION 2.08. Patient Funds<sup>[A1]</sup>.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by each applicable New Operator and each applicable New Operator shall, in writing, acknowledge receipt of and expressly assume Seller's financial and custodial obligations with respect thereto; provided, however, that each applicable New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the applicable New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with

respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which

any of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) All material Medicare and Medi-Cal provider agreements, ~~certificates of need, if applicable~~, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and

state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller’s knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller’s knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility’s physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating

policies, and (vii) any other Applicable Laws or agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies with respect to each Facility on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), Seller is not a participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) There is no pending, or to Seller's knowledge, threatened revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider agreement with any third-party payor, Medicare or Medi-Cal.

(n) ~~All~~ To Seller's knowledge, all Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are ~~and will continue to be~~ accurate and complete in all material respects and have not been ~~and will not be~~ misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and each applicable New Operator.

(q) ~~Neither~~ To Seller's knowledge, neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the



areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) ~~Neither~~ To Seller's knowledge, neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. To Seller's knowledge, Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, to Seller's knowledge, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u)- Schedule 3.05(u) sets forth all leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v)- Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. There are no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

~~(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.~~



(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a "Room Size Waiver"), (ii) to Seller's knowledge, any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). To Seller's knowledge, Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

"Health Care Authority/ies" shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

"Health Care Requirements" shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

"Medi-Cal" means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

#### SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire any interests in any of the Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller's real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller's period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

#### SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising

agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

#### SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been

well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, “Stimulus/Relief Funds” means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), Paycheck Protection Program (“PPP”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits<sup>[A2]</sup>. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The

Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) There is no action, suit, investigation, audit or assessment pending or proposed or to Seller’s knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social

security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

**SECTION 3.18. Proceedings.** Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller’s knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

**SECTION 3.19. ERISA and Benefit Plans.**



(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

(b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. There are no actions, suits or claims (other than routine claims for benefits) pending or to Seller’s knowledge, threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is

defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“CERCLA”), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term “Hazardous Materials” means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term “Mold” shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) To Seller's knowledge, Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in

accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller’s knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) there are no unfair labor practice charges or complaints pending or to Seller’s knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) there are no pending, or to Seller’s knowledge, threatened, union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) there are no pending or to Seller’s knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

#### (b) Intentionally Omitted

(c) All accruals for unpaid wages, vacation pay, sick leave and other unpaid benefits for employees of the Business, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the “WARN Act”), (i) Seller has not effectuated a “plant closing” (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a “mass layoff” (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has

not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The term "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of \_\_\_\_\_, without any duty of inquiry or investigation, and no one else.<sup>2</sup> \_\_\_\_\_ shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

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<sup>2</sup> Need to confirm knowledge parties to confirm definition is acceptable with Purchaser.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

*[\*\*\*NTD: Warn Act issues are addressed in the MOTAs\*\*\*]*

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the

Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each



applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak ([abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein ([alex@iepcorp.com](mailto:alex@iepcorp.com)), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize each New Operator or its designated Affiliates to operate each applicable Facility from and after the ~~closing~~Closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator ~~or its designated Affiliates. Within thirty (30) days after the Effective Date~~(as defined in Section 1.05 above[A3]). Per Section 1267.61(a) of the California Health and Safety Code, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement ~~and each MOTA~~ to all of the residents of each Facility ~~(each, a “MOTA Notice”). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the “Transfer Notice Act”).~~ Seller shall post a copy of ~~each applicable MOTA Notice~~such notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date and in accordance with the MOTA provisions, including Section 6.2.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee of or any investment banker, attorney, accountant or other representative retained by it to, (i) solicit, initiate, encourage, entertain, accept or consider any “other bid”, (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. Seller promptly shall (A) advise Purchasers orally and in writing of any other bid or any inquiry with respect to or which could lead to any other bid and the identity of the person making any such other bid or inquiry and (B) provide to Purchasers a copy of any document setting forth such other bid or inquiry. As used in this Section 5.02, “other bid” shall mean any proposal to acquire, directly or indirectly, any of the stock, assets or business of Seller, the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operators, and their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof,

all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment agreements, personnel policies, occupancy agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

#### SECTION 5.04. Confidentiality.

(a) It is understood and agreed by Purchasers, New Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Business, Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or

thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.

SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date. ***[\*\*\*NTD: reciprocal indemnities for broker's fees are covered in Sections 8.01 and 8.02\*\*\*]***

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume the any unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any

estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the “Pre-Closing QA Fees”). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the “Assumed QA Fees”). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the “Actual QA Fees”). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a “QA Fee Deficiency Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the “Excess QA Fee Payment”) within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

SECTION 5.08. “Employee Records” shall mean the names of each employee, and that employee’s title, commencement date of employment, salary and employee benefits.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained

by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with any New Operator’s power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that such New Operator shall have the right (which may be waived at the sole discretion of such New Operator) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be

furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or agreement without the prior written consent of Purchasers and New Operators.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval within five business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.



SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or

other names acquired by any Purchaser hereunder or names confusingly similar thereto. After the Closing, Seller shall also amend its respective articles of incorporation or articles of organization to change its name to a name not including or similar to any of the words set forth in Schedule 5.22. The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name “Eskaton” or “Eskaton Properties, Incorporated”.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser’s intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b)- Seller shall enter into a Management and Operations Transfer Agreement (the “MOTA”) in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c)- Any provision in this Agreement that requires an affirmative action by any New Operator shall be deemed incorporated by reference into the MOTA executed by such New Operator with respect to the Facility to be operated by such New Operator on and after the Closing Date.

(d)- Each New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of each New Operator.

(e)- Each New Operator shall further be entitled to indemnity rights<sup>[A4]</sup> under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) subject to any New Operator using its reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants, the costs of third party consultants reasonably engaged by any New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller agree to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues

causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of such New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party’s Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent a New Operator may legally operate a Facility from and after the Closing Date utilizing Seller’s Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to

have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none

of the Purchasers is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the

other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller<sup>[A5]</sup>

(a) Seller shall indemnify, defend and protect each Purchaser, each New Operator and their respective affiliates and their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the “Losses”), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser’s and New Operator’s right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding



that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) Each New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in

connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying

party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the date that that is eighteen (18) months after the Closing Date (the "First Release Date"), \$625,000.00 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow

Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$625,000.00 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$625,000.00, then no Escrow Funds shall be released to Seller on the First Release Date. On the third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.<sup>3</sup>

(e) Straddle Claims. Notwithstanding the foregoing, to the extent that any matter, circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a “Straddle Claim”), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder.

(f) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.12, 3.17, 3.18, 3.19, or 3.22 (collectively, the “Fundamental/Operational Representations”)) shall survive for one (1) year following the Closing; (ii) the Fundamental/Operational Representations shall survive for two (2) years following the Closing; (iii) all other covenants, indemnities and other provisions of this Agreement which survive Closing shall survive for three (3) years after the Closing; and (iv) claims for fraud shall survive for the applicable statute of limitations period.

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<sup>3</sup> The release amounts and release are also subject to confirmation between Abe and Mark.

ARTICLE IX  
GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a New Operator; provided, however, that no assignment shall limit or affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit

with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf



of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

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

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

Accepted and agreed to:

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Form of Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers
Schedule 3.06	-	Liens on Assets (Other than Real Property)

Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Property
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS PROPERTY**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO PROPERTY**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled “Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.”, filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

## EXHIBIT A-3

### LEGAL DESCRIPTION OF CARMICHAEL PROPERTY

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita Avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000



**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

**EXHIBIT C**

**FORM OF BILL OF SALE**

**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation

## EXHIBIT D

### FORM OF NEW OPERATOR BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.



- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Goodwill; and
- (e) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this “Agreement”) is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_ (the “Effective Date”), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“New Operator”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the “Purchase Agreement”) by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agreed to sell, transfer, convey, assign and deliver to \_\_\_\_\_ (“Purchaser”) certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.

**C.** Pursuant to the Purchase Agreement, Seller agreed to assign, to the fullest extent legally assignable, to New Operator, and New Operator agreed to assume certain contracts.

#### AGREEMENT:

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller’s right, title and interest to the contracts set forth on Exhibit “A” (the “Assigned Contracts”).

**2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller’s right, title and interest to the Assigned Contracts and hereby assumes Seller’s obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the “Assumed Obligations”).

**3. MISCELLANEOUS PROVISIONS.**

**(a)** Seller and New Operator agree, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller’s rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator’s assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

(b) All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

(c) Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"  
Assigned Contracts

**EXHIBIT F**

**ESCROW INDEMNITY AGREEMENT**

**ESCROW INDEMNITY AGREEMENT**

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$ \_\_\_\_\_ with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$ \_\_\_\_\_, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$ \_\_\_\_\_, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at

least “A-1+” by S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. On the date that that is eighteen (18) months after the Closing Date (the “First Release Date”), \$ \_\_\_\_\_ ***[\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*]*** of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$ \_\_\_\_\_ ***[\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*]***, and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$ \_\_\_\_\_ ***[\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*]***, then no Escrow Funds shall be released to SELLER on the First Release Date..

5. On the third anniversary of the Closing Date (the “Final Release Date”), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

6. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be

entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action.

7. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of



competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

8. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

9. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

11. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating

agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**INTENTIONALLY OMITTED**

**EXHIBIT H**  
**FORM OF MOTA**



**EXHIBIT I**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

## SCHEDULE 1

### FACILITIES AND SELLER

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	Eskaton Properties, Incorporated 5105 Manzanita Avenue Carmichael, CA 95608 Attention: Mark Jenkins Email: markjenkins@eskaton.org

**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**



**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**

**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**  
**OTHER REAL PROPERTY INTERESTS**



**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**

**INTENTIONALLY OMITTED**

**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**



**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**

**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**  
**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**



## **SCHEDULE 5.22**

### **NAMES**

- Eskaton Care Center Fair Oaks
- Eskaton Care Center Greenhaven
- Eskaton Care Center Manzanita

**SECTION 999.5(d)(1)(B)**

**7) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated March 7, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2023 (the "Effective Date"), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation ("Seller"), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser"; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the "Purchasers"), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real property and improvements more particularly described in Exhibits A-1 through A-3 (each, the "real property"), on which is housed the applicable skilled nursing facility set forth opposite such Seller's name in Schedule "1" attached hereto (each, a "Facility", and collectively referred to herein as, the "Facilities").

B. WHEREAS, each Facility is licensed, to the extent required, for the number of beds set forth opposite its name in Schedule "3.05(b)" attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the "Business"), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and ~~Agreements~~agreements herein contained, the parties hereto hereby agrees as follows: cdk

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the "Purchase Price"), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the "Acquisition".

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the "Initial Deposit") has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement

and providing Purchasers the right to terminate this Agreement, as expressly herein provided (the "Independent Consideration"). ~~The Independent Consideration shall not be applicable to the Purchase Price;~~ OK

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the "Additional Deposit") shall be deposited with Escrow Agent; ~~and~~

(iii) The balance of the Purchase Price, less the Escrow Funds (defined below), shall be payable in cash pursuant to Section 2.01, below ("Balance Net of Escrow Funds"); ~~and~~

(iv) A portion of the Purchase Price in the amount of \$1,250,000.00<sup>1</sup> (the "Escrow Funds") shall remain on deposit with Escrow and held by Escrow Agent after Closing pursuant to the Escrow Indemnity Agreement, further described in Section 8.05(d), below. OK w/ the amount: 3.5% of the Purchase Price

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term "Acquired Assets" means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller's rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the "Premises");

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the "Supplies");

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the "Personal Property");

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the "Assigned Licenses and Permits");

<sup>1</sup> Subject to confirmation between Abe and Mark.

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether

voting or nonvoting, including, without limitation, common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, "Stock");

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the "Ancillary Agreements") and, together with this Agreement, collectively, the "Transaction Documents").

(ix) all Intellectual Property associated with the Business, including but not limited to Seller's name, trademarks, tradenames, logos, proprietary information including operational and training manuals, personnel files, software, telephone numbers and facsimile numbers (collectively, the "Intellectual Property").

#### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the "Assumed Liabilities"):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term "Excluded Liability" means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any



Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a "Proceeding") pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) ~~intentionally deleted; any liability, obligation or commitment of any Seller relating to any Environmental Law (as defined in Section 3.21(b)) or to investigation or cleanup of Hazardous Materials (as defined in Section 3.21(b)) under any Environmental Law with respect~~

1) No  
2) ok? make clear that any liability under environmental law is separate for the Release of claims by Buyer

- limit to ~~the~~ period of Seller's ownership
- limit to clean-up as a result of acts of Seller or Seller's Agents
- not unrelated 3rd p acts

to any acts, occurrences, events, releases, violations and omissions occurring prior to the Closing Date:

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any ~~other~~ Stimulus/Relief Funds (as defined below) received by Seller. OK

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the "Pro-rations"):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, "Additional Stimulus/Relief Funds"). To the extent



Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the "Transfer Costs").

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care ("Cypress") to take over the operations of the Facilities from Seller on the Closing Date (through one or more subsidiaries or

affiliates of Cypress (each, a "New Operator", and collectively, the "New Operators"). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a "Closing") and the date on which a Closing occurs shall be referred to as the "Closing Date") shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the "Attorney General") to the closing of the transactions contemplated under this Agreement (the "Attorney General Approval"), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be ~~agrees~~ agreed to in writing between Seller and Purchasers, but in no case later than ~~June~~ September 30, 2023; (the "Outside Closing Date"); provided, however, if the Closing has not occurred as of the Outside Closing Date because the receipt of the Attorney General Approval is still pending as of such date, then the Outside Closing Date shall continue to be extended for additional periods of thirty (30) days each, as necessary, so long as Seller, Purchaser and New Operators are diligently pursuing obtaining the Attorney General Approval and the Attorney General Approval has not been denied by the Attorney General.

OK ?  
OK

### SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the "Deposit". Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, "Escrow Agent" shall mean Paul Avila of Fidelity National Title Insurance Company ("Escrow Agent"), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate

Due Diligence Period Expiration Date, then the Deposit (less the Independent Consideration) shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit (less the Independent Consideration), to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Notwithstanding anything to the contrary herein, in the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed ~~\$50,000~~ 125,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

*push back on the amount?*

(f) Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER**



UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New ~~Operator~~Operators that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and

land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the "Real Property"). Any new ALTA Survey or any existing ALTA Surveys updates (each, a "New Survey") required by any Purchaser or any Purchaser's lender shall be at such Purchaser's sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company ("Title Company"), which shall contain a commitment (each, a "Title Report") of the Title Company to issue to the applicable Purchaser an owner's policy of title insurance (each, a "Title Policy") insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the "Exception Documents"). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller's affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the "Title Review Period") to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. All monetary liens on each of the Real Property and each Facility (other than for taxes not yet due and payable) shall be removed by the applicable Seller, at its sole cost and expense, prior to the Closing. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration) shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

*Don't like to agree in a vacuum - can be mitigated by current machine prior to execution*

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, "Supplemental Commitment") with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a "New Title Matter"), then the

applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser's receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit (less the Independent Consideration), shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the "Environmental Notice"). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit (less the Independent



Consideration shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives ("Purchasers' Agents") to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller's prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers' and Purchasers' Agents' right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers' Agents ~~or~~ related to said entry.

(ii) Purchasers, at Purchasers' sole cost, shall repair any and all damage or injury caused by Purchasers or Purchasers' Agents in connection with any such inspection or entry (if any) and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours' written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers' Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers' and Purchasers' Agents' activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives ("Seller's Agents") and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, reasonable attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers' Agents; provided, however, that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Purchasers be liable to Seller and Seller's Agents for, any (a) diminution in the market value of any of the Facilities and/or the Acquired Assets resulting from the information disclosed by any such investigation or tests, (b) negligence or willful misconduct of Seller or any of the Seller's Agents, or (c) pre-existing condition(s) on or about any Facility (except and to the extent such pre-existing condition(s) is/are exacerbated by Purchaser's entry onto and investigation of any Facility).

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller ~~and Seller's Agents~~ shall be named as additional insured upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty

*the sale and active*

*No. Doesn't cost any more to include you agents, employees, etc.*

(30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. ~~Such parties would include public agencies, but not Purchasers' lenders, and future assignees/Facilities owners.~~ Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

(f) No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers ~~are (or prior to Closing, will be) specifically familiar with the Facilities;~~ yes (iii) ~~Purchasers~~ have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; yes (iv) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (v) Seller has (or prior to the ~~end of the Feasibility~~ Real Estate Due Diligence Period Expiration Date, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (vi) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vii) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (viii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (ix) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities



and the soil and geology thereof; ~~and (x) Purchasers have (or prior to the Closing, will have) thoroughly inspected the Facilities and all conditions relating thereto and expressly waives any right to terminate this Agreement based upon the condition of the Facilities or any matters relating thereto,~~ except as specifically represented and warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Except as otherwise expressly set forth in this Agreement, Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without representation and warranty of any kind except as expressly set forth herein ~~below~~, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby ~~expressly~~ <sup>express</sup> waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities. ~~Provided (collectively, the "Released Claims"); provided,~~ however, that such waiver and release shall not apply to any ~~matter against which Seller has expressly agreed to indemnify Purchasers elsewhere in this Agreement, or to any other matter expressly represented and warranted elsewhere by Seller herein. The foregoing release specifically includes, but is not limited to the existence or presence on the Facilities of (i) construction, design or natural defects of any kind of nature, whether patent or latent, (ii) hazardous materials, and (iii) violations of any federal, state or local law or regulation applicable to the physical condition of the Facilities.~~ claims of Purchasers and/or New Operators for any claims for breaches of any representations, warranties, covenants and other obligations of Seller under this Agreement and/or any of the Ancillary Agreements (including, without limitation, the MOTAs (as defined below), including, without limitation, any claims for Losses of any Purchaser Indemnified Parties (as each such term is defined below) under Article VIII of this Agreement (collectively, "Surviving Claims"). Under no circumstances shall the Released Claims be deemed or construed to include any Surviving Claims. [\*\*\*NTD: Deleted provision is covered in the "As-Is" disclaimer. To the extent any of these items are covered by express reps and warranties in this Agreement, then they would be Surviving Claims and not Released Claims.\*\*\*] This release applies to all described rights, claims and actions (specifically excluding any Surviving Claims), whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

(+) A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers' initials

\_\_\_\_\_  
Seller's initials

#### SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the "Escrow" shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

#### (b) Close of Escrow.

(i) For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the "Closing Documents"), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a "marked up" title insurance policy and/or commitment in accordance with a customary "New York style" closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner's Title Policy required hereunder, and, if applicable, to such Purchaser's lender each ALTA Extended Lender's Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operator~~Operators~~, where designated, the following:

(i) a duly executed original Grant Deed (each, a “Deed”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “Purchaser Bill of Sale”);

(iii) to the applicable New Operator, executed copies of the Bill of Sale, in favor of the applicable New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “New Operator Bill of Sale”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the applicable New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “Assignment of Contracts”), executed by Seller;

(vi) to the applicable New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the applicable New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “  ” of the MOTA for each Facility (each, an “Interim Sublease”) executed by Seller;

(viii) to the applicable New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “  ” of the MOTA for each Facility (each, an “Admission Agreements Assignment”);

(ix) to the Purchaser and each applicable New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the applicable New Operator;

(x) to the Purchaser and each applicable New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the applicable New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic's, materialman's or other statutory liens;

(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the applicable New Operator, the Employee Records;

(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xvii) to ~~the~~each New Operator, all keys to the applicable Facility;

(xviii) to ~~the~~each New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the applicable New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the applicable New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the applicable New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the applicable New Operator;



(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the "Escrow Indemnity Agreement");

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities.-

#### SECTION 2.08. Patient Funds.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide ~~the~~each applicable New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by ~~the~~each applicable New Operator and ~~the~~each applicable New Operator shall, in writing, acknowledge receipt of and expressly assume Seller's financial and custodial obligations with respect thereto; provided, however, that ~~the~~each applicable New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the applicable New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and ~~the~~each applicable New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by ~~the~~each applicable New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

#### SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New ~~Operator~~Operators, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of

any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

**SECTION 3.03. No Conflicts; Consents.** The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree ("**Judgment**") or statute, law (including common law), codes, ordinance, rule or regulation ("**Applicable Law**") applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization ("**Consent**") of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "**Governmental Entity**"), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser's or New Operator's (as opposed to any other third party's) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

**SECTION 3.04. Financial Statements.**

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the "**Balance Sheet**") and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the "**Financial Statements**"). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied ("**GAAP**") (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The



books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

SECTION 3.05. Health Care Representations.

*Can Hanson Budget confirm?*

(a) ~~To Seller's knowledge, all~~ All material Medicare and Medi-Cal provider ~~Agreements~~ agreements, certificates of need, if applicable, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the "Licenses") have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) ~~Since January 1, 2023, each~~ Each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

*let's discuss*

(c) ~~To Seller's knowledge, each~~ Each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) to Seller's knowledge, is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) to Seller's knowledge, is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a

*OK?*



provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller's knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility's physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or ~~Agreements~~agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), ~~to Seller's knowledge~~, Seller is not a ~~target of~~, participant in, or subject to any action, proceeding, suit, audit, investigation or sanction, nor to Seller's knowledge is Seller a target of any of the foregoing, by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or

*No  
you should  
only be  
obligated  
to say  
what  
you know  
i.e. how would you know if you  
are currently subject to a  
pending audit, investigation or  
sanction by a government agency  
that has not been disclosed?*

discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), ~~to Seller's knowledge~~, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness. *OK?*

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) There is no pending, or to Seller's knowledge, ~~there is no~~ threatened or ~~pending~~ revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider ~~Agreement~~ agreement with any third-party payor, Medicare or Medi-Cal. *Again, see my comments on page 23*

(n) All Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are and will continue to be accurate and complete in all material respects and have not been and will not be misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports

remain “open” or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller’s knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements (“HCAI Work”) at each Facility were received by Seller in connection with all HCAI Work. To Seller’s knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, “HCAI” shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the “Survey Reports”) for the last three (3) years have been provided to each applicable Purchaser and ~~the~~each applicable New Operator.

(q) Neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) Neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller’s knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.



*Not surprising*

(u) Schedule 3.05(u) sets forth all ~~material~~ leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the “Leases”). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. There are no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. ~~To Seller's knowledge, there~~ There is currently no Department of Justice investigation or proceeding pending or to Seller's knowledge, threatened against Seller and/or any Facility.

*No. See page 23*

(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a “Room Size Waiver”), (ii) any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any “Federal health care program” as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New

~~Operator~~Operators in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

“Health Care Authority/ies” shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

“Health Care Requirements” shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the applicable New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are

referred to collectively as "Permitted Liens"). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) ~~To Seller's knowledge.~~ Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

*No. Isn't this why you get title insurance*

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire ~~fee title~~ any interests in any of the ~~Real~~ Facilities or any of the Premises. *OK*

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller's real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller's period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;



(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no



other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

#### SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. Seller did not obtain or receive any loan under the PPP (as defined below). As used herein, "Stimulus/Relief Funds" means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), Paycheck Protection Program ("PPP"), CMS Accelerated and Advance Payments ("AAP") and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

*OK?  
I think you  
told me  
this is  
correct.*

#### SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the "Permits") required to own or hold under lease, occupy and operate the Acquired Assets and

to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller's judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has not received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

"Tax" means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, Facilities property, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a "Taxing Authority"), (ii) any liability for the payment

of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an "Affiliated Group") with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

"Code" means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) ~~To Seller's knowledge, there~~ There is no action, suit, investigation, audit or assessment pending or proposed or to Seller's knowledge, threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

no. Sel  
page 23

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service ("IRS") Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is "tax exempt use property" within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.



(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

**SECTION 3.18. Proceedings.** Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller’s knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

**SECTION 3.19. ERISA and Benefit Plans.**

(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

(b) Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been

maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. ~~To Seller's knowledge, there~~ There are no actions, suits or claims (other than routine claims for benefits) pending or to Seller's knowledge, threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA. no

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or ~~the~~ any New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition,

location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or ~~agrees~~agreed to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), ~~to Seller's knowledge~~, there are no aboveground or to Seller's knowledge, underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term "Mold" shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a

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condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in

progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller's knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) ~~to Seller's knowledge~~, there are no unfair labor practice charges or complaints pending or to Seller's knowledge, threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) ~~to Seller's knowledge~~, there are no pending, or to Seller's knowledge, threatened, union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) ~~to Seller's knowledge~~, there are no pending or to Seller's knowledge, threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

*No. Should all be actual knowledge based*

(b) Intentionally Omitted

(c) All accruals for unpaid wages ~~and~~, vacation pay, sick leave and other unpaid benefits for employees of the Business, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

*You don't pay sick leave right?*

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), (i) Seller has not effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining ~~Agreement~~agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in



Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The term "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of \_\_\_\_\_, without any duty of inquiry or investigation, and no one else.<sup>2</sup> \_\_\_\_\_ shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

*Who should this be?  
Todd, Sheri, Mark?  
The head person at  
each facility?*

<sup>2</sup> Need to confirm knowledge parties to confirm definition is acceptable with Purchaser.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing

with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

~~SECTION 4.05. WARN Act. Operator agrees to make bona fide offers of employment (or of continuing employment) to substantially all of the existing employees of the Business at their current or higher wages and will maintain their current seniority and benefits.~~

Deidre?  
OK?

\*\*\*NTD: Warn Act issues are addressed in the MOTAs\*\*\*

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) Intentionally Omitted sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);

*How are you  
consistent with  
the list  
of Excluded  
Assets?*

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the **Real**-Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;



(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or ~~Agreement~~agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or ~~agrees~~agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak (abe@iepcorp.com) and Alex Fenigstein (alex@iepcorp.com), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTAs Notices. Seller shall make its employees available to assist Purchasers and New ~~Operator~~Operators to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize ~~the~~each New Operator or its designated Affiliates to operate each applicable Facility from and after the closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to

assign its Medicare and Medi-Cal provider agreements and deliver the same to the applicable New Operator or its designated Affiliates. Within thirty (30) days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility (each, a "MOTA Notice"). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the "Transfer Notice Act"). Seller shall post a copy of each applicable MOTA Notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, the each New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not, nor shall Seller authorize or permit any officer, director or employee ~~to directly solicit to employ an employee of the Business for a period of ninety (90) days following the Closing or~~ or any investment banker, attorney, accountant or other representative retained by it to, (i) solicit, initiate, encourage, entertain, accept or consider any "other bid" (ii) enter into any agreement with respect to any other bid, or (iii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any other bid. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer of Seller or any investment banker, attorney, broker or other advisor or representative of Seller, whether or not such person is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Section 5.02 by the Seller. Seller promptly shall (A) advise Purchasers orally and in writing of any other bid or any inquiry with respect to or which could lead to any other bid and the identity of the person making any such other bid or inquiry and (B) provide to Purchasers a copy of any document setting forth such other bid or inquiry. As used in this Section 5.02, "other bid" shall mean any proposal to acquire, directly or indirectly, any of the stock, assets or business of Seller, the Acquired Assets, any Facility or the Business, through purchase, merger, consolidation, lease or otherwise, other than the transactions contemplated by this Agreement.

*of Seller undefined?*

*too broad?*

*EPI should have the right to sell other assets*

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New ~~Operator~~ Operators, and ~~its~~ their respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment ~~Agreements~~ agreements, personnel policies, occupancy ~~Agreements~~ agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors,



consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New ~~Operator~~Operators may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New ~~Operator~~Operators shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New ~~Operator~~Operators may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New ~~Operator~~Operators may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

#### SECTION 5.04. Confidentiality.

(a) It is understood and ~~agrees~~agreed by Purchasers, New ~~Operator~~Operators, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New ~~Operator or its~~Operators or their respective agents are of a confidential and proprietary nature. Each Purchaser and ~~the~~each New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New ~~Operator~~Operators shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the ~~AG~~Attorney General the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New ~~Operator~~Operators agree to return or destroy all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

(b) ~~Intentionally Omitted~~ Seller shall keep confidential, and cause their affiliates and instruct its and their officers, directors, employees, attorneys, agents, ~~brokers~~ and advisors to keep confidential, all information relating to ~~the Business~~, Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing. *delete?*



SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and ~~the~~each New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, ~~the~~such New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance premiums for any ~~CLTA~~ a base ALTA owner's policy in an aggregate amount equal to the Purchase Price; OK and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the ~~approval of the California~~ Attorney General Approval. OK

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date. ~~Each party hereto agrees to indemnify, hold harmless and defend each other from any claim for a real estate brokerage commission, finder's fee, and all costs and expenses (including attorney's fees) of investigating and defending any such claims, payable to any broker or finder which such party may engage or has claimed to have engaged in connection with this transaction. The provisions of this Section 5.06 shall survive the Closing. [\*\*\*NTD: reciprocal indemnities for broker's fees are covered in Sections 8.01 and 8.02\*\*\*]~~ OK

SECTION 5.07. Intentionally Omitted.

SECTION 5.07. QA Fees. Purchasers and/or New Operators may elect to assume the any unpaid quality assurance fees owed for any of the Facilities as of the Closing Date (including any estimated amounts not yet billed by the applicable Governmental Entity with respect to periods of operations prior to the Closing Date) (the "Pre-Closing QA Fees"). Purchasers and/or New Operators must elect to assume the Pre-Closing QA Fees, if at all, by providing written notice (which may be by email) to Seller of its election to assume the Pre-Closing QA Fees at least five (5) days before the Closing Date. If Purchasers and/or New Operators elect to assume the Pre-Closing QA Fees pursuant to the preceding sentences, then on the Closing Date, Purchasers shall receive a credit to the Purchase Price in an amount equal to the estimated Pre-Closing QA Fees for each applicable Facility as of such Closing Date, which Pre-Closing QA Fees shall be assumed by the applicable Purchaser and/or applicable New Operator on such Closing Date (the "Assumed QA Fees"). If Purchasers and/or New Operators elect to assume Pre-Closing QA Fees pursuant to this Section 5.07, then Seller, Purchasers and New Operators agree that as soon as final information regarding the unpaid quality assurance fees for each Facility as of the Closing Date has been obtained from the applicable Governmental Entity, Seller shall as promptly as possible after Closing complete an accounting to determine the actual amount of the unpaid quality assurance fees due with respect to the applicable Facility attributable to periods prior to the Closing Date (the "Actual QA Fees"). If the Actual QA Fees for a Facility exceeds the Assumed QA Fees for such Facility, then Seller shall pay to the applicable Purchaser or applicable New Operator the amount by which the Actual QA Fees exceed the Assumed QA Fees for such Facility (a "QA Fee Deficiency Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. If a QA Fee Deficiency Payment is owed to a Purchaser or a New Operator under the preceding sentence and Seller fails to pay it to such Purchaser or New Operator within ten (10) days after the determination of the Actual QA Fees for the applicable Facility, then such Purchaser or New Operator may recover the amount of the QA Fee Deficiency Payment from the Escrow Funds. If a Purchaser recovers the amount of the QA Fee Deficiency Payment from the Escrow Funds pursuant to the preceding sentence, then Seller shall within ten (10) days after such funds are withdrawn from the Escrow Funds deposit with Escrow Agent into the account holding the Escrow Funds an amount equal to the applicable QA Fee Deficiency Payment and such amount shall be added to the Escrow Funds and held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Indemnity Agreement. If the Actual QA Fees for a Facility are less than the Assumed QA Fees for such Facility, then the applicable Purchaser or New Operator shall pay to Seller the amount by which the Assumed QA Fees exceed the Actual QA Fees for such Facility (the "Excess QA Fee Payment") within ten (10) days after the determination of the Actual QA Fees for such Facility. The terms and provisions of this Section 5.07 shall survive the Closing; provided, however, if Purchasers and/or New Operators do not elect to assume the Pre-Closing QA Fees at least five (5) days prior to the Closing per the terms of this Section 5.07, then the terms and provisions of this Section 5.07 shall not survive the Closing.

*Deidre ?*

SECTION 5.08. "Employee Records" shall mean the names of each employee, and that employee's title, commencement date of employment, salary and employee benefits, *but does not include any other matters, including employee evaluations*

SECTION 5.09. Benefit Plan Matters.

*or disciplinary actions*

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by ~~the~~any New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with ~~the~~any New Operator’s power to amend or terminate any such plan in accordance with its terms.

**SECTION 5.10. Supplemental Disclosure.** Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

**SECTION 5.11. Post-Closing Cooperation.**

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the applicable New Operator and to minimize any disruption to the Business and the other businesses of the applicable New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, ~~the~~each applicable New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that ~~the~~such New Operator shall have the right (which may be waived at the sole discretion of ~~the~~such New Operator) to designate one or more of its



employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and ~~the~~each New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and ~~the~~each New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or ~~Agreement~~agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or ~~Agreement~~agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or ~~the~~any New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or ~~Agreement~~agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or ~~Agreement~~agreement without the prior written consent of Purchasers and New ~~Operator~~Operators.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, ~~the~~any New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

SECTION 5.12. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval ~~on or before March \_\_\_\_\_, 2023~~ within five business days after the Effective Date, and thereafter diligently pursue obtaining the Attorney General Approval.

*Can do?*

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the applicable Purchaser, to the applicable New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. After the Closing, Seller shall also amend its respective articles of incorporation or articles of organization to change its name to a name not including or similar to any of the words set forth in Schedule 5.22. The parties agree that Seller shall not be obligated to change the name of any corporation, limited liability company or other entity which includes the name "Eskaton" or "Eskaton Properties, Incorporated".

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser's intention, effective at the Closing, to lease the applicable Facility to the applicable New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the "MOTA") in substantially the form attached hereto as Exhibit H with the applicable New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by theany New Operator shall be deemed incorporated by reference into the MOTA executed by thesuch New Operator with respect to the Facility to be operated by thesuch New Operator on and after the Closing Date.

(d) TheEach New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of theeach New Operator.

(e) TheEach New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code



deficiencies at any of the Facilities that are required to be remedied, (c) subject to ~~the~~any New Operator using its reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants, the costs of third party consultants reasonably engaged by ~~the~~any New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by ~~the~~any New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the applicable New Operator and Seller ~~agrees~~agrees to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, ~~the~~each New Operator and Seller agree that Purchaser, the applicable New Operator and Seller shall rely on internal staff of ~~the~~such New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New ~~Operator~~Operators have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New ~~Operator~~Operators have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party’s Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent the New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the applicable New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the applicable New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the applicable New Operator or any of their subsidiaries' effective control of the Business.



(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New ~~Operator~~Operators under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or ~~Agreements~~agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or ~~Agreements~~agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New ~~Operator~~Operators; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider ~~Agreement~~agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained

by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit (less the Independent Consideration), plus all interest accrued thereon, shall be returned to Purchasers. ~~provided that Purchasers have complied with the provisions of Section 5.04(a) are satisfied.~~

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

ARTICLE VIII  
INDEMNIFICATION

SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, ~~the~~ each New Operator and ~~its~~ their respective affiliates and ~~its~~ their respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the "Losses"), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being ~~agrees~~ agreed and acknowledged by the parties that for purposes of each Purchaser's and New Operator's right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

*Disregard - See 8.05 (e)  
Does not include Tom's  
concept of pro rata  
indemnification for alleged fact  
existing prior to sale and  
continuing post-  
COE*



(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New ~~Operator~~Operators electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection

herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser ~~Operator~~ to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) ~~The Each~~ New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified

party's receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall ~~agrees~~agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party



does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the ~~fourth~~<sup>second</sup> date that that is eighteen (18) months after the Closing Date (the "First Release Date"), \$625,000.00 of the Escrow Funds shall be released to Seller, less (x) the amount of any disbursements made to any Purchaser and/or any New Operator from the Escrow Funds in accordance with this Agreement and the Escrow Indemnity Agreement, and (y) the amount of any outstanding unresolved claims that were made by any Purchaser and/or any New Operator on or before the First Release Date; provided, however, (1) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$625,000.00 and (2) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$625,000.00, then no Escrow Funds shall be released to Seller on the First Release Date. On the ~~third~~<sup>two or three</sup> anniversary of the Closing Date (the "Final Release Date"), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to the Seller, less the amount of outstanding unresolved claims by any Purchaser and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.<sup>3</sup>

(e) Straddle Claims. Notwithstanding the foregoing, to the extent that any matter, <sup>claim,</sup> circumstance, event or occurrence exists both prior to, and after the Closing Date, such that any New Operator is entitled to indemnification from Seller for Losses attributable to periods prior to the Closing Date, and Seller is entitled to indemnification from any New Operator for Losses attributable to periods on and after the Closing Date (each such claim, a "Straddle Claim"), the respective indemnification obligations of the parties with respect to all such Straddle Claims shall be equitably apportioned between such New Operator on one hand, and the Seller, on the other hand, based on the respective lengths of time, comparative opportunity to correct or prevent such matter, circumstance, event or occurrence, regardless of whether or not such Straddle Claim also gives rise to a breach of any of the representations and warranties made by any of the parties hereunder.

(f) ~~(e)~~ Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

<sup>3</sup> The release amounts and release are also subject to confirmation between Abe and Mark.

does not include the concept of comparative damage incurred, e.g. the claim may have bc of long duration during Seller's ownership, but exacerbated during Purchaser's ownership



3.01-3.03 org / authority / consents / licenses / stimulus / taxes  
proceedings / ERISA / labor

We discussed 2 years not 3 years

SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing solely for purposes of this Article VIII as follows: (i) all representations and warranties of Seller (other than the representations and warranties under Section 3.01, 3.02, 3.03, 3.05, 3.12, 3.17, 3.18, 3.19, or 3.22 (collectively, the "Fundamental/Operational Representations")) shall survive for one (1) year following the Closing; (ii) ~~the Fundamental/Operational Representations shall survive for two (2) years following the Closing;~~ (iii) all other covenants, indemnities and other provisions of this Agreement which survive Closing shall survive for ~~three (3) years~~ after the Closing; and (iv) claims for fraud shall survive for the applicable statute of limitations period.

(iii)

two(2)

ARTICLE IX  
GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, any New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser, any New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to the New Operator; provided, however, that no assignment shall limit of affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to the each New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

**SECTION 9.05. Notices.** All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: abe@iepcorp.com

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: jack\_fenigstein@fenkauf.com and steven\_rosenfeld@fenkauf.com

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: markjenkins@eskaton.org

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: tcronan@hsmlaw.com

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, ~~DocuSign~~ DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.



SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term "Business Day" means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

| Accepted and ~~agrees~~agreed to:

**ESCROW AGENT:**

| **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS AND SCHEDULES

Exhibits "A-1" through "A-3"	-	Legal Description <sup>5</sup>
Exhibit "B"	-	Form of Deed
Exhibit "C"	-	Form of Bill of Sale
Exhibit "D"	-	Form of New Operator Bill of Sale
Exhibit "E"	-	Form of Assignment of Contracts
Exhibit "F"	-	<a href="#">Form of Escrow Indemnity Agreement</a>
Exhibit "G"	-	Intentionally Omitted
Exhibit "H"	-	Form of MOTA
Exhibit "I"	-	Form of Joinder Agreement
Schedule "1"	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers
Schedule 3.06	-	Liens on Assets (Other than Real Property)



- Schedule 3.07(a) - Other Real Property Interests
- Schedule 3.07(e) - Liens on Real ~~Facilities~~Property
- Schedule 3.08 - Intentionally Omitted
- Schedule 3.09 - Contracts
- Schedule 3.09(c) - Contracts Requiring Consent for Assignment
- Schedule 3.09(d) - Patient Care Contracts
- Schedule 3.11 - Personal Property
- Schedule 3.12 - Stimulus/Relief Funds
- Schedule 3.14 - Permits
- Schedule 3.15 - Insurance
- Schedule 3.17 - Taxes
- Schedule 3.18 - Proceedings
- Schedule 3.19(a) - Seller Pension Plans
- Schedule 3.21(b) - Aboveground and Underground Storage Tanks
- Schedule 3.22 - Employee and Labor Matters
- Schedule 3.27 - Rents Payable
- Schedule 5.19 - Purchase Price Allocation
- Schedule 5.22 - Names

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$\_\_\_\_\_ with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$\_\_\_\_\_, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$\_\_\_\_\_, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at

least "A-1+" by S&P, "P-1" by Moody's and "F-1+" by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least "AA" by Fitch and S&P and "Aa2" by Moody's). The term "Permitted Investments" shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

~~4. Any funds remaining in the Escrow Account on \_\_\_\_\_ 1, 202\_\_ that are not subject to indemnity claims by the BUYER shall be distributed to the SELLER.~~

4. On the date that that is eighteen (18) months after the Closing Date (the "First Release Date"), \$ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*] of the Escrow Funds shall be released to SELLER, less (x) the amount of any disbursements made to any PURCHASER and/or any New Operator (as defined in the Purchase Agreement) from the Escrow Funds in accordance with this Agreement and the Purchase Agreement, and (y) the amount of any outstanding unresolved claims that were made by any PURCHASER and/or any New Operator on or before the First Release Date; provided, however, (a) no such release shall cause the Escrow Funds on deposit with Escrow Agent to be less than \$ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*], and (b) if the Escrow Funds on deposit remaining with Escrow Agent as of the First Release Date are less than \$ [\*\*\*insert amount equal to one-half of the original Escrow Funds amount\*\*\*], then no Escrow Funds shall be released to SELLER on the First Release Date..

5. On the <sup>second</sup> anniversary of the Closing Date (the "Final Release Date"), the balance of the Escrow Funds then on deposit with Escrow Agent shall be released to SELLER, less the amount of outstanding unresolved claims by PURCHASER and/or any New Operator on or before the Final Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of this Agreement until such claims are finally resolved and then disbursed in accordance with the terms of this Agreement.

56. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW

**SECTION 999.5(d)(1)(B)**

**8) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated February 24, 2023**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real Facilities and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal Facilities property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and Agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement and providing Purchasers the right to terminate this Agreement, as expressly herein provided

(“**Independent Consideration**”). The Independent Consideration shall not be applicable to the Purchase Price;

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent; and

(iii) The balance of the Purchase Price, shall be payable in cash pursuant to Section 2.01.

#### SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, ~~which shall, at the minimum, be in an amount sufficient for seven (7) days of operations~~ (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal FacilitiesProperty”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or ~~any~~ the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to

which the Acquired Assets are subject, which any Purchaser or ~~any~~the New Operator expressly elect to assume prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”);”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;



(vii) all insurance policies; ~~and~~

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, ~~each~~the New Operator shall assume, effective as of the Closing, and from and after the Closing, ~~each~~the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by ~~such~~the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New ~~Operators~~Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a “Proceeding”) pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;



(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

~~(xiv) any liability, obligation or commitment of Seller relating to any Environmental Law (as defined in Section 3.21(b)) or to investigation or cleanup of Hazardous Materials (as defined in Section 3.21(b)) under any Environmental Law;~~

~~(xiv) intentionally deleted;~~

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities;  
and

(xviii) any liabilities and obligations with respect to ~~(x) any PPP (as defined below) loan obtained by Seller, and/or (y)~~ any other Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by ~~each respective~~ the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator~~(s)~~,<sub>2</sub> if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator~~(s)~~,<sub>2</sub> being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New ~~Operators~~Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment by Seller to, or any assumption by any Purchaser or ~~any~~the New Operator (or any of their ~~r-pective~~respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator(s). Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, ~~are in the process of selecting one or more operators~~have selected Cyprus Health Care to take over the operations of the Facilities from Seller on the Closing Date (~~each a “New Operator”, and collectively, the “New Operators”~~). ~~Within ten (10) business days of the date that Purchasers select and designate the New Operators;~~). Purchaser shall cause ~~each such~~ New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under

this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agrees to in writing between Seller and Purchasers, but in no case later than \_\_\_\_\_, ~~202~~ June 30, 2023.

SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit, ~~plus all accrued interest thereon, less the Independent Consideration~~ shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit, to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New ~~Operators~~ Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Notwithstanding anything to the contrary herein, in the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser's sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser's actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys' fees) in an amount not to exceed \$50,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New ~~Operators~~Operator that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller.

Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

**SECTION 2.04. Purchaser Due Diligence Period.** Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the "Real Estate Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration Date due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, "Required Operations Due Diligence Materials" means all of the items and materials identified in Schedule 2.04 attached hereto.

**SECTION 2.05. Title, Environmental Review and Physical Review.**

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys ("ALTA Surveys") in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the "Real Property"). Any new ALTA Survey or any existing ALTA Surveys updates (each, a "New Survey") required by any Purchaser or any Purchaser's lender shall be at such Purchaser's sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company ("Title Company"), which shall contain a commitment (each, a "Title Report") of the Title Company to issue to the applicable Purchaser an owner's policy of title insurance (each, a "Title Policy") insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the "Exception Documents"). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller's affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the "Title Review Period") to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or



other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit, ~~plus all accrued interest thereon, less the Independent Consideration~~ shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, "Supplemental Commitment") with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a "New Title Matter"), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser's receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit, ~~plus all accrued interest thereon, less the Independent Consideration~~, shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, “Allocated Value” with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the “Phase I”), and Seller shall make available for review and copy any previously prepared Phase I’s or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the “Environmental Notice”). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit, ~~plus all accrued interest thereon, less the Independent Consideration~~ shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“**Purchasers’ Agents**”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents or related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry and shall return the Facilities to the condition existing prior to such entry.



(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours' written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers' Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers' and Purchasers' Agents' activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives ("**Seller's Agents**") and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers' Agents.

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller and Seller's Agents shall be named as additional insured upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Such parties would include public agencies, but not Purchasers' lenders, and future assignees/Facilities owners. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers are (or prior to Closing, will be) specifically familiar with the Facilities; (iii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to

Purchasers' decision to purchase the Facilities; (iv) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (v) Seller has (or prior to the end of the Feasibility Period, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (vi) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vii) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and inspection, other than documents prepared by Seller; (viii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (ix) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof; and (x) Purchasers have (or prior to the Closing, will have) thoroughly inspected the Facilities and all conditions relating thereto and expressly waives any right to terminate this Agreement based upon the condition of the Facilities or any matters relating thereto, except as specifically warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without warranty of any kind except as expressly set forth herein below, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities. Provided, however, that such waiver and release shall not apply to any matter against which Seller has expressly agreed to indemnify Purchasers elsewhere in this Agreement, or to any other matter expressly represented and warranted elsewhere by Seller herein. The foregoing release specifically includes, but is not limited to the existence or presence on the Facilities of (i) construction, design or natural defects of any kind of

nature, whether patent or latent, (ii) hazardous materials, and (iii) violations of any federal, state or local law or regulation applicable to the physical condition of the Facilities. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

(f) A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

\_\_\_\_\_  
Purchasers' initials

\_\_\_\_\_  
Seller's initials

#### SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the "Escrow" shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

#### (b) Close of Escrow.

(i) For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the "Closing Documents"), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a "marked up" title insurance policy and/or commitment in accordance with a customary "New York style" closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner's Title Policy required hereunder, and, if applicable, to such Purchaser's lender each ALTA Extended Lender's Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New ~~Operators~~Operator, where designated, the following:

(i) a duly executed original Grant Deed (each, a “**Deed**”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “**Purchaser Bill of Sale**”);

(iii) to the ~~applicable~~-New Operator, executed copies of the Bill of Sale, in favor of the ~~applicable~~ New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “**New Operator Bill of Sale**”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the ~~applicable~~ New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “**Assignment of Contracts**”), executed by Seller;

(vi) to the ~~applicable~~ New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the ~~applicable~~ New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “\_\_” of the MOTA for each Facility (each, an “**Interim Sublease**”) executed by Seller;

(viii) to the ~~applicable~~ New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “\_\_” of the MOTA for each Facility (each, an “**Admission Agreements Assignment**”);

(ix) to the Purchaser ~~and each applicable~~ New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the ~~applicable~~-New Operator;

(x) to the Purchaser and ~~each applicable~~ New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the ~~applicable~~ New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic's, materialman's or other statutory liens;

(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the ~~applicable~~ New Operator, the Employee Records;

(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xvii) to ~~each~~the New Operator, all keys to the applicable Facility;

(xviii) to ~~each~~the New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, ~~together with all accrued interest thereon~~, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the ~~applicable~~ New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the ~~applicable~~ New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the ~~applicable~~ New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the ~~applicable~~ New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the “Escrow Indemnity Agreement”);

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities..

#### SECTION 2.08. Patient Funds.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide ~~each applicable~~the New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by ~~each applicable~~the New Operator and ~~each applicable~~the New Operator shall, in writing, acknowledge receipt of and expressly assume Seller’s financial and custodial obligations with respect thereto; provided, however, that each applicable ~~the~~ New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the ~~applicable~~ New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and ~~each applicable~~the New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by ~~each applicable~~the New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the ~~applicable~~ New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

~~(b) If a Purchaser has not terminated this Agreement pursuant to Section 2.09(a) or the cost to repair the damages caused by the casualty or condemnation is less than \$100,000.00, at the Closing, Seller shall credit against the Purchase Price for such Facility an amount equal to (1) the sum of the net proceeds, if any, received by Seller from any casualty insurance policy applicable to such casualty plus Seller's deductible or any awards from a condemning authority, less (2) the costs and expenses paid or incurred by Seller in rebuilding, restoring or otherwise correcting the damages caused by any such casualty or condemnation in accordance with this Section 2.09(b). Additionally, Seller shall assign to the applicable Purchaser their rights to receive any payments related to Seller's business interruption insurance policy, if applicable. If, as of the Closing Date, Seller has not received any such insurance proceeds or any awards from a condemning authority, or there has been a declination in all or any portion of the coverage under the insurance policy, then the parties shall nevertheless consummate the transactions described in this Agreement on the Closing Date, without any deduction for such insurance proceeds or any awards from a condemning authority, and Seller shall, at the Closing, credit to the applicable Purchaser an amount equal to (1) a reasonable estimate of the costs to rebuild, restore and correct the damages caused by such casualty, as mutually determined by the applicable Purchaser and Seller, less (2) the costs and expenses paid or incurred by Seller in rebuilding, restoring or otherwise correcting the damages caused by any such casualty or condemnation in excess of Seller's deductible. Further, in such event, Seller shall retain all rights, if any, to any such insurance proceeds or any awards from a condemning authority and to all other rights or claims arising out of or in connection with such casualty or condemnation. If the applicable Purchasers and Seller cannot agree on a reasonable estimate of the costs to rebuild, restore or correct the damages, such Purchaser and Seller shall mutually select an independent third party specializing in restoration services to determine the reasonable estimate of such costs. The fees and costs of~~



~~any third party specialist engaged for such purpose shall be shared equally by such Purchasers and Seller.~~

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New ~~Operators~~Operator, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement. ~~None of the affiliates of Seller is presently or has in the past been engaged in the operation or conduct of the Business. No affiliate of Seller has any right, title or interest in any Acquired Assets, and is not a party to any Contract used, held for use or intended to be used in, or that arise out of, the operation or conduct of the Business.~~

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of



incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) To Seller’s knowledge, all material Medicare and Medi-Cal provider Agreements, certificates of need, if applicable, certifications, governmental licenses, permits, regulatory agreements or other agreements and approvals, including certificates of operation,

completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) ~~Each~~ Since January 1, 2023, each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) To Seller’s knowledge each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility’s physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and (vii) any other Applicable Laws or Agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), to Seller's knowledge, Seller is not a target of, participant in, or subject to any action, proceeding, suit, audit, investigation or sanction by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) To Seller's knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider Agreement with any third-party payor, Medicare or Medi-Cal.

(n) All Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are and will continue to be accurate and complete in all material respects and have not been and will not be misleading in any material respects. Except as set forth in [Schedule 3.05\(n\)](#), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("[HCAI Work](#)") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, [except as disclosed in Schedule 3.05\(o\)](#). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "[Survey Reports](#)") for the last three (3) years have been provided to each applicable Purchaser and ~~each applicable~~[the](#) New Operator.

(q) Neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) Neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law

prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all material leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. There are no open or pending HCAI permitted projects at any Facility - except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. To Seller's knowledge, there is currently no Department of Justice investigation or proceeding pending or threatened against Seller and/or any Facility.

(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a "Room Size Waiver"), (ii) any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for

each such Room Size Waiver are set forth on Schedule 3.05(z). Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller's knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New ~~Operators~~ Operator in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

"Health Care Authority/ies" shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

"Health Care Requirements" shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

"Medi-Cal" means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

"Medicare" means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

"Patient Census Information" shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor, Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

#### SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases,

covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the ~~applicable~~ New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07, ~~or to Intellectual Property, such items being the subject of Section 3.08.~~

#### SECTION 3.07. Real ~~Facilities~~Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire fee title to any of the Real Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller’s real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller’s period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

#### SECTION 3.08. Intellectual Property.



~~(a) Schedule 3.08 sets forth a true and complete list of all Intellectual Property, owned, used, filed by or licensed to Seller and used, held for use or intended to be used primarily in the operation or conduct of the Business, other than those items of Intellectual Property that, individually and in the aggregate, are not material to the conduct of the Business as presently conducted. With respect to all Assigned Intellectual Property that is registered or subject to an application for registration, Schedule 3.08 sets forth a list of all jurisdictions in which such Assigned Intellectual Property is registered or registrations applied for and all registration and application numbers. Except as set forth in Schedule 3.08, (i) all the Assigned Intellectual Property has been duly registered in, filed in or issued by the appropriate Governmental Entity where such registration, filing or issuance is necessary or appropriate for the conduct of the Business as presently conducted, (ii) Seller is the sole and exclusive owner of, and Seller has the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of and sublicense, without payment to any other person, all the Assigned Intellectual Property and the consummation of the Acquisition and the other transactions contemplated hereby does not and will not conflict with, alter or impair any such rights, and (iii) Seller has not received any communication from any person asserting any ownership interest in any Assigned Intellectual Property. There are no patents, patent applications, trademarks or trademark applications pertaining to the Acquired Assets.~~

~~(b) Seller has not granted any license of any kind relating to any Assigned Intellectual Property or the marketing or distribution thereof. Seller is not bound by or a party to any option, license or similar Contract relating to the Intellectual Property of any other person for the use of such Intellectual Property in the conduct of the Business, except as set forth in Schedule 3.08 and except for so-called “shrink-wrap” license Agreements relating to computer software licensed in the ordinary course of business. To Seller’s knowledge the conduct of the Business as presently conducted does not violate, conflict with or infringe in any material respect the Intellectual Facilities of any other person. Except as set forth in Schedule 3.08, (i) no claims are pending or threatened, against Seller by any person with respect to the ownership, validity, enforceability, effectiveness or use in the Business of any Intellectual Property and (ii) Seller and its affiliates have not received any communication alleging that Seller (or an affiliate) has in the conduct of the Business violated any rights relating to Intellectual Property of any person.~~

[None of Seller’s Intellectual Property used in connection with the operation of the Business is included in this sale.](#)

#### SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use ~~primarily~~ in, or that arises ~~primarily~~ out of, the operation or conduct of the Business and that is:

- (i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;
- (ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;



(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

~~(vii) a license, sublicense, option or other Contract relating in whole or in part to the Assigned Intellectual Property (including any license or other Contract under which Seller is licensee or licensor of any Assigned Intellectual Facilities);~~

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

- (xiv) a Contract not made in the ordinary course of business;
- (xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);
- (xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);
- (xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);
- (xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;
- (xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;
- (xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;
- (xxi) a Contract for any joint venture, partnership or similar arrangement;
- (xxii) Intentionally Omitted;
- (xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or
- (xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies

of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements (“Patient Care Contracts”) have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

#### SECTION 3.10. Intentionally Omitted.

~~SECTION 3.10. Supplies. Each item of Supplies, whether reflected on the Balance Sheet or subsequently acquired, (a) is free of any material defect or deficiency, (b) is in good and usable condition in the ordinary course of business, and (c) is properly stated on the books and records of the Business at the lesser of cost and fair market value, with adequate obsolescence reserves, all as determined in accordance with GAAP. Since the date of the Balance Sheet, there have not been any write-downs of the value of, or establishment of any reserves against, any supplies of the Business.~~

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. As used herein, “Stimulus/Relief Funds” means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), ~~Paycheck Protection Program (“PPP”)~~, CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

#### SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to

conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by ~~each applicable~~ the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller's judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller have knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, Facilities, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of

an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller ~~and any Affiliated Group of which Seller is or has been a member have~~ has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all ~~such returns, reports and forms have been examined by the relevant Taxing Authority or the period for assessment of the Taxes in respect of which such returns, reports or forms were required to be filed has expired,~~ (iii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and ~~(iv)~~ iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller’s knowledge, there is no action, suit, investigation, audit or assessment pending or proposed or threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller's knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. "Seller Material Adverse Effect" means any event, state of facts, circumstance, development, change, effect or occurrence (an "Effect") that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all "employee pension benefit plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the "Seller Pension Plans") and all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called "Seller Benefit Plans"). None of Seller Benefit Plans is a "multiemployer plan" as defined in Section 3(37) of ERISA.

~~(b) Seller has delivered to Purchasers, with respect to Seller Benefit Plan, true, complete and correct copies of: (i) all Seller Benefit Plan documents and amendments (or, in the case of any unwritten Seller Benefit Plans, full and complete descriptions thereof), (ii) the annual reports (Form 5500 Series), including all schedules and attachments thereto, as filed with the Employee Benefits Security Administration of the U.S. Department of Labor ("EBSA"), (iii) the most recent IRS determination letter with respect to Seller Benefit Plan intended by its terms to be qualified under Section 401(a) of the Code, (iv) the current and most recent summary plan description for Seller Benefit Plan for which such a summary plan description is required, (v) each trust agreement, group annuity contract or other funding and financing arrangement relating to Seller~~



~~Benefit Plan, and (vi) any discrimination tests performed during the last three (3) plan years.~~ Intentionally Omitted

(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller's knowledge, there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or ~~any~~the New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in

compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agrees to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), to Seller's knowledge, there are no aboveground or underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101



and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term “Mold” shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including, without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller's knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller's knowledge, there are no unfair labor practice charges or complaints pending or threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller's knowledge, there are no pending, or threatened, union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller's knowledge, there are no pending or threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages and vacation pay for employees of the Business, ~~premiums for unemployment insurance, health premiums, accrued wages, salaries, sick leave, disability leave and commissions and employee benefit plan payments in each case in respect of the Business~~ have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), (i) Seller has not effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining Agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person

has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. ~~No~~ To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

~~SECTION 3.26. Suppliers. Since the date of the Balance Sheet, in the conduct of the Business, Seller has not entered into or made any contract or commitment for the purchase of merchandise other than in the ordinary course of business consistent with past practice. The Business has not purchased from any single supplier, goods or services for which the aggregate purchase price exceeds 5% of the total amount of goods and services purchased by any Facility during its most recent full fiscal year. Since the date of the Balance Sheet there has not been (i) any material adverse change in the business relationship of the Business with any supplier of merchandise or (ii) any change in any material term (including credit terms) of the supply agreements or related arrangements with any such supplier. Seller is not or has not been in breach or default in any material respect under the terms of any trade credit extended by any such supplier and no such supplier has refused to extend trade credit to Seller during the past three (3) years.~~

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The term "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of Mark Jenkins, without any duty of inquiry or investigation, and no one else. Mark Jenkins shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a "Purchaser's Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the

creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser's Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

SECTION 4.05. WARN Act. ~~Each Purchaser Operator~~ agrees to make bona fide offers of employment (or of continuing employment) to ~~the number~~ substantially all of ~~the existing~~ employees of the ~~Facilities required to prevent the loss of employment of a total of fifty (50) of Seller's employees~~ Business at their current or higher wages and ~~upon such terms so as to avoid applicability of the California Worker Adjustment~~ will maintain their current seniority and ~~Retraining Notification Act, Cal. Lab. Code Section 1400 et seq. ("California WARN Act")~~ including but not limited to offering employees substantially the same positions and pay benefits.

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI

not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any ~~executive officer or~~ employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

~~(vi) except for intercompany transactions in the ordinary course of business and transactions that relate to Excluded Assets or Excluded Liabilities, pay, loan or advance any amount to, or sell, transfer or lease any of its assets to, or enter into any Agreement or arrangement with Seller or any of their affiliates;~~

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

~~(ix) make any Tax election, amend any Tax returns, settle or compromise any material Tax liability, or change any Tax accounting principles;~~

~~(x) make or incur any capital expenditure that, individually, is in excess of \$25,000.00 or make or incur any such expenditures which, in the aggregate, are in excess of \$100,000.00;~~



~~(xi) sell, lease, license or otherwise dispose of any of its assets, except (A) supplies consumed or used in the ordinary course of business and consistent with past practice and (B) any Excluded Asset described in Section 1.02(b)(i);~~

~~(ix) Intentionally Omitted;~~

~~(x) Intentionally Omitted;~~

~~(xi) Intentionally Omitted~~

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Real Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or Agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agrees to take, whether in writing or otherwise, to do any of, the foregoing actions.

(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak (~~abe@iepcorp.com~~), [abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein ([alex@iepcorp.com](mailto:alex@iepcorp.com)), ~~Jack Fenigstein (jack\_fenigstein@fenkauf.com)~~ and ~~Steve Rosenfeld (steven\_rosenfeld@fenkauf.com)~~, of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and



(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New ~~Operators~~Operator to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize ~~each~~the New Operator or its designated Affiliates to operate each applicable Facility from and after the closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the ~~applicable~~-New Operator or its designated Affiliates. Within ~~[thirty (30)]~~ days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility (each, a “MOTA Notice”). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the “Transfer Notice Act”). Seller shall post a copy of each applicable MOTA Notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, ~~each~~the New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not authorize or permit any officer, director or employee to directly solicit to employ an employee of the Business for a period of ninety (90) days following the Closing.

~~SECTION 5.02. SECTION 1.01. Intentionally Omitted.~~

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New ~~Operators~~Operator, and its respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and

vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment Agreements, personnel policies, occupancy Agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New ~~Operators~~Operator may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New ~~Operators~~Operator shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New ~~Operators~~Operator may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New ~~Operators~~Operator may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

#### SECTION 5.04. Confidentiality.

(a) It is understood and agrees by Purchasers, New ~~Operators~~Operator, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New ~~Operators~~Operator or its respective agents are of a confidential and proprietary nature. ~~Each of each~~ Purchaser and ~~each~~the New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New ~~Operators~~Operator shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility. and Seller shall have the right to disclose to the AG the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New ~~Operators~~Operator agree to return all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

~~(b) Seller shall keep confidential, and cause its affiliates and instruct its and their officers, directors, employees, attorneys, agents, brokers and advisors to keep confidential, all information relating to the Business, Purchasers and New Operators, except as required by Applicable Law and except for information that is available to the public on the Closing Date, or~~

~~thereafter becomes available to the public other than as a result of a breach of this Section 5.04(b). The obligations of Seller under this Section 5.04(b) shall survive the Closing.~~

(b) Intentionally Omitted.

SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and ~~each applicable~~the New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, ~~such~~the New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance for any CLTA owner's policy; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the ~~closing~~Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the approval of the California Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date. Each party hereto agrees to indemnify, hold harmless and defend each other from any claim for a real estate brokerage commission, finder's fee, and all costs and expenses (including attorney's fees) of investigating and defending any such claims, payable to any broker or finder which such party may engage or

has claimed to have engaged in connection with this transaction. The provisions of this Section 5.06 shall survive the Closing.

SECTION 5.07. Intentionally Omitted.

SECTION 5.08. Intentionally Omitted. “Employee Records” shall mean the names of each employee, and that employee’s title, commencement date of employment, salary and employee benefits.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by ~~any~~the New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with ~~any~~the New Operator’s power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period

of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the ~~applicable~~ New Operator(s) and to minimize any disruption to the Business and the other businesses of the ~~applicable~~ New Operator(s) that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, ~~each applicable~~ the New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that ~~such~~ the New Operator(s) shall have the right (which may be waived at the sole discretion of ~~such~~ the New Operator(s)) to designate one or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and ~~each~~ the New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and ~~each~~ the New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or Agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or Agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or ~~any~~ the New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or Agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or ~~any~~ the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or Agreement without the prior written consent of Purchasers and New ~~Operators~~ Operator.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, ~~any~~ the New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

**SECTION 5.12. Publicity.** No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be



unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 5.13. Records. Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

SECTION 5.14. Intentionally Omitted.

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that it shall apply for the Attorney General Approval on or before March 1, 2023 and thereafter diligently pursue obtaining the Attorney General Approval. ~~[REVIEW NOTE: WHO SHOULD MAKE THE AG APPLICATION? PURCHASER OR SELLER?]~~

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the ~~applicable~~ Purchaser, to the ~~applicable~~ New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

~~SECTION 5.19. Intentionally Omitted.~~

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the

collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. After the Closing, Seller shall also amend its respective articles of incorporation or articles of organization to change its name to a name not including or similar to any of the words set forth in Schedule 5.22.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser's intention, effective at the Closing, to lease the applicable Facility to the ~~applicable~~ New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the "MOTA") in substantially the form attached hereto as Exhibit H with the ~~applicable~~ New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by ~~any~~the New Operator shall be deemed incorporated by reference into the MOTA executed by ~~such~~the New Operator with respect to the Facility to be operated by ~~such~~the New Operator on and after the Closing Date.

(d) ~~Each~~The New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of ~~each~~the New Operator.

(e) ~~Each~~The New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at

any of the Facilities that are required to be remedied, (c) subject to ~~any~~the New Operator using its reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants, the costs of third party consultants reasonably engaged by ~~any~~the New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by ~~any~~the New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed (“DPNA”) or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively “Deficiency Events”). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the ~~applicable~~New Operator and Seller agrees to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, ~~each~~the New Operator and Seller ~~agrees~~agree that Purchaser, the ~~applicable~~New Operator and Seller shall rely on internal staff of ~~such~~the New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New ~~Operators~~Operator have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New ~~Operators~~Operator have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

~~SECTION 5.25. Payroll Protection Program. Seller has applied for, or obtained from its lender (the “PPP Lender”) that made the PPP loan to Seller (each, a “PPP Loan”) forgiveness for any PPP Loan received by Seller. To the extent Seller has not received written confirmation from the PPP Lender of the forgiveness of any PPP Loan prior to the Closing Date, then Seller covenants and agrees on or before the Closing Date to either (a) pay off each such PPP Loan in full, or (b) escrow with the PPP Lender an amount equal to the unpaid balance of each such PPP Loan, in accordance with the guidelines and regulations of the United States Small Business Administration (the “SBA”), including, without limitation, the guidelines set forth in the SBA procedural notice with an effective date of October 2, 2020 (control number 5000-20057).~~

#### SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection



with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

## ARTICLE VI CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party's Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent ~~at the~~ New Operator may legally operate a Facility from and after the Closing Date utilizing Seller's Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the ~~applicable~~ New Operator in connection with

the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the ~~applicable~~ New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the ~~applicable~~ New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New ~~Operators~~ Operator under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

ARTICLE VII  
TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or Agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none of the Purchasers is then in material breach of any of its representations, warranties, covenants or Agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New ~~Operators~~Operator; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider Agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit, plus all interest accrued thereon, shall be returned to Purchasers, provided that Purchasers have complied with the provisions of Section 5.04(a) are satisfied.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, ~~each~~the New Operator and its respective affiliates and its respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the "Losses"), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser's and New Operator's right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New ~~Operators~~Operator electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New ~~Operators~~Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as



incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) ~~Each~~The New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of ~~any~~the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by ~~any~~the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the

indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party's receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party's request) the provision to the indemnifying party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party



shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the fourth anniversary of the Closing Date (the "Release Date"), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to Seller, less the amount of outstanding unresolved claims by Purchaser or New Operator on or before the Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

#### SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing for one (1) year following the Closing.

### ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser New Operator or Seller) without the prior written consent of the other parties hereto, which consent ~~shall not, may be unreasonably withheld, conditioned or delayed in its sole and absolute discretion.~~ Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, ~~(c) assign its rights in connection with the Business and/or the operations of any Facility from and after the Closing Date, to a New Operator, and (d and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to a~~ the New Operator; provided, however, that no

assignment shall limit or affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to ~~each~~the New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman

1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

~~EPI~~  
[Eskaton Properties, Incorporated](#)  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email, Docusign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the ~~Central~~Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the ~~Central~~Eastern

District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the ~~Central~~Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term "Business Day" means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

\_\_\_\_\_

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

Accepted and agrees to:

**ESCROW AGENT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	<del>Intentionally Omitted</del> <a href="#">Escrow Indemnity Agreement</a>
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers
Schedule 3.06	-	Liens on Assets (Other than Real Property)

- Schedule 3.07(a) - Other Real Property Interests
- Schedule.3.07(e) - Liens on Real Facilities
- Schedule 3.08 - ~~Intellectual Facilities~~[Intentionally Omitted](#)
- Schedule 3.09 - Contracts
- Schedule 3.09(c) - Contracts Requiring Consent for Assignment
- Schedule 3.09(d) - Patient Care Contracts
- Schedule 3.11 - Personal Property
- Schedule 3.12 - Stimulus/Relief Funds
- Schedule 3.14 - Permits
- Schedule 3.15 - Insurance
- Schedule 3.17 - Taxes
- Schedule 3.18 - Proceedings
- Schedule 3.19(a) - Seller Pension Plans
- Schedule 3.21(b) - Aboveground and Underground Storage Tanks
- Schedule 3.22 - Employee and Labor Matters
- Schedule 3.27 - Rents Payable
- Schedule 5.19 - Purchase Price Allocation
- Schedule 5.22 - Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS FACILITIES**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO FACILITIES**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled “Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.”, filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

**EXHIBIT A-3**

**LEGAL DESCRIPTION OF CARMICHAEL FACILITIES**

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of Facilities conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**



**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

## EXHIBIT C

### FORM OF BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agreed to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal Facilities and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation

**EXHIBIT D**  
**FORM OF NEW OPERATOR BILL OF SALE**  
**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agrees to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Assigned Intellectual Property;
- (e) The Goodwill; and
- (f) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this “Agreement”) is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_ (the “Effective Date”), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“New Operator”).

#### RECITALS:

- A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the “Purchase Agreement”) by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agrees to sell, transfer, convey, assign and deliver to \_\_\_\_\_ (“Purchaser”) certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).
- B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.
- C.** Pursuant to the Purchase Agreement, Seller agrees to assign, to the fullest extent legally assignable, to New Operator, and New Operator agrees to assume certain contracts.

#### AGREEMENT:

**NOW, THEREFORE,** the parties hereby agree as follows:

- 1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller’s right, title and interest to the contracts set forth on Exhibit “A” (the “Assigned Contracts”).
- 2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller’s right, title and interest to the Assigned Contracts and hereby assumes Seller’s obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the “Assumed Obligations”).
- 3. MISCELLANEOUS PROVISIONS.**
- (a)** Seller and New Operator agrees, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller’s rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator’s assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

(b) All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

(c) Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"  
Assigned Contracts

ned Contracts

**EXHIBIT F**

~~Intentionally Omitted~~

**ESCROW INDEMNITY AGREEMENT**

**ESCROW INDEMNITY AGREEMENT**

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$ \_\_\_\_\_ with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$ \_\_\_\_\_, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$ \_\_\_\_\_, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service

fees. The term “Eligible Institution” shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least “A-1+” by S&P, “P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. Any funds remaining in the Escrow Account on 1, 202 that are not subject to indemnity claims by the BUYER shall be distributed to the SELLER.

5. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney’s fees that are incurred in connection with filing the interpleader action.

6. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment,

reasonable attorney's fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

7. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

\_\_\_\_\_  
With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

\_\_\_\_\_  
With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed,

five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

8. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

10. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:** \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:** \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:** \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

Permitted Investments

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating

agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely

in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**

**Intentionally Omitted**

**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I  
FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

**SCHEDULE 1**

**FACILITIES AND SELLER**

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	



**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**

**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**



**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**

**OTHER REAL PROPERTY INTERESTS**

**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**  
**INTELLECTUAL PROPERTY**



**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**

**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**



**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**

**SCHEDULE 5.22**

**NAMES**

**SECTION 999.5(d)(1)(B)**

**9) DRAFT Asset Purchase Agreement by and among Eskaton and IEP with redline dated February 23, 2023**



## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is entered into by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”; together with any assignee designated by Purchaser to take title to the Acquired Assets with respect to a Facility at Closing, collectively referred to herein as, the “Purchasers”), on the other hand, with respect to the following facts:

### RECITALS

A. WHEREAS, Seller owns the applicable real Facilities and improvements more particularly described in Exhibits A-1 through A-3 (each, the “real property”), on which is housed the applicable skilled nursing facility set forth opposite such Seller’s name in Schedule “1” attached hereto (each, a “Facility”, and collectively referred to herein as, the “Facilities”).

B. WHEREAS, each Facility is licensed, to the extent required, for the number of beds set forth opposite its name in Schedule “3.05(b)” attached hereto.

C. WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, substantially all the real and personal property, and all other assets of Seller directly relating to the Facilities and the business conducted at the Facilities (the “Business”), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and Agreements herein contained, the parties hereto hereby agrees as follows:

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

#### SECTION 1.01. Purchase and Sale.

(a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.01), Seller shall grant, sell, assign, transfer, convey and deliver to the applicable Purchaser(s), and each applicable Purchaser shall purchase from Seller all of its rights, title and interests as of such Closing of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), for (i) an aggregate purchase price of \$35,640,000.00 (the “Purchase Price”), payable as set forth in Section 1.01(b), and (ii) the assumption of the Assumed Liabilities (as defined in Section 1.03(a)). The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the “Acquisition”.

(b) The Purchase Price shall be payable as follows:

(i) As set forth in Section 2.02(a), the sum of \$500,000.00 (the “Initial Deposit”) has been deposited with Escrow Agent. One Hundred Dollars (\$100.00) of the Initial Deposit shall be immediately released to Seller as non-refundable consideration for entering into this Agreement and providing Purchasers the right to terminate this Agreement, as expressly herein provided

**(“Independent Consideration”).** The Independent Consideration shall not be applicable to the Purchase Price;

(ii) As set forth in Section 2.02(a), the sum of \$1,250,000.00 (the “Additional Deposit”) shall be deposited with Escrow Agent; and

(iii) The balance of the Purchase Price, shall be payable in cash pursuant to Section 2.01.

SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” means all the business, properties, assets, goodwill and rights of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned by, or leased or licensed to, Seller as of the Closing Date (as defined in Section 2.01), as applicable, and used, held for use or intended to be used primarily in the operation or conduct of the Business (other than the Excluded Assets (as defined in Section 1.02(b)), including, without limitation, the following:

(i) all real property interests, including leaseholds, licenses, easements, rights of way and any other interests of Seller in each real property and each Facility, in each case together with all of Seller’s rights, title and interests in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the “Premises”);

(ii) all supplies of Seller that on the Closing Date are located on the applicable Premises, and all supplies of Seller (including in transit, on consignment or in the possession of any third party) on the Closing Date that are used, held for use or intended to be used primarily in the operation or conduct of the Business, (collectively, the “Supplies”);

(iii) all other tangible personal property and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business (collectively, the “Personal Property”);

(iv) Intentionally Omitted;

(v) all Licenses (as defined in Section 3.05(a)) and Permits (as defined in Section 3.14(a)) of Seller that are used, held for use or intended to be used primarily in the operation or conduct of the Business, to the extent assignable under Applicable Law (as defined in Section 3.03) (collectively, the “Assigned Licenses and Permits”);

(vi) all material contracts (including purchase orders and sales orders), equipment leases and subleases, licenses, indentures, agreements, provider agreements, managed care contracts, commitments, certificates of need and all other legally binding arrangements, whether oral or written (collectively, the “Contracts”), to which Seller is a party or by which each is bound that any Purchaser, or the New Operator (as defined in Section 1.05 below), expressly elect to assume, prior to the Real Estate Due Diligence Period Expiration Date, and (x) all other Contracts to which Seller is a party or by which Seller is bound that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Business or to which the Acquired Assets are subject, which any Purchaser or the New Operator expressly elect to assume

prior to the Real Estate Due Diligence Period Expiration Date (collectively, the “Assigned Contracts”). The term “material” contracts shall mean contracts involving Ten Thousand Dollars (\$10,000.00) or more;

(vii) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Acquired Asset or any Assumed Liability;

(viii) all records of every type and nature related to any of the Acquired Assets or the Business, including all books of account; ledgers; general, financial and accounting records; Resident Records (as defined in Section 3.21(e)); Employee Records (as defined in Section 5.08); files; invoices; patient lists, resident lists and suppliers; other distribution lists; billing records; sales and promotional literature; manuals; and patient, resident and supplier lists and correspondence (in all cases, in any form or medium), of Seller that are used, held for use or intended to be used primarily in, or that arise primarily out of, the conduct or operation of the Business (collectively, the “Records”); and

(ix) all goodwill generated by or associated with the Business (“Goodwill”).

(b) The term “Excluded Assets” means:

(i) All assets identified on Schedule 1.02(b);

(ii) All bank accounts (except as otherwise provided in the MOTA, as defined below), cash, cash equivalents, securities, accounts receivable (including third party settlements and all Medicare and Medi-Cal receivables), prepaid expenses, deferred charges, prepaid accounts, advance payments, utility deposits and inter-company accounts of Seller;

(iii) Amounts of any nature which are or might be due to Seller for goods provided, services rendered, or any other transaction of any type prior to the Closing Date;

(iv) all rights, claims and credits of Seller to the extent relating to any Excluded Liability (as defined in Section 1.03(b));

(v) all shares, options, warrants, general or limited partnership interests, membership interests, participations or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, joint venture, trust or any equivalent entity, whether voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) in any corporation, limited liability company, partnership or other business entity (collectively, “Stock”);

(vi) Any Contracts other than the Assigned Contracts;

(vii) all insurance policies;

(viii) all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (collectively, the “Ancillary Agreements” and, together with this Agreement, collectively, the “Transaction Documents”).

(ix) all Intellectual Property associated with the Business, including but not limited to Seller’s name, trademarks, tradenames, logos, software, telephone numbers and facsimile numbers (collectively, the “Intellectual Property”).

### SECTION 1.03. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, the New Operator shall assume, effective as of the Closing, and from and after the Closing, the New Operator shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of Seller as of the Closing Date (the “Assumed Liabilities”):

(i) all liabilities, obligations and commitments of Seller under each of the Assigned Contracts being assumed by the New Operator to the extent such liabilities, obligations and commitments relate to the period from and after the Closing.

(b) Notwithstanding Section 1.03(a), or any other provision of any Transaction Document, and regardless of any disclosure to any Purchaser, neither Purchasers nor New Operator shall assume any Excluded Liability (as defined below), each of which shall be retained and paid, performed and discharged when due by Seller. The term “Excluded Liability” means:

(i) any liability, obligation, Tax, account payable, or commitment of Seller, except as specifically set forth in Section 1.03(a), relating to or arising out of the Business or any Acquired Asset, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission existing on or occurring on or prior to the Closing;

(ii) any liability, obligation or commitment of Seller, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, arising out of the operation or conduct by Seller or any of its respective affiliates of any business other than the Business;

(iii) any liability, obligation or commitment of Seller (A) arising out of any actual or alleged breach by Seller of, or nonperformance by Seller under, any Contract (including any Assigned Contract) prior to the Closing, (B) accruing under any Assigned Contract with respect to any period prior to the Closing, or (C) arising under any Contract (x) required to be listed in Schedule 3.08 or Schedule 3.09 and not so listed, (y) entered into in violation of this Agreement, or (z) that is not an Assigned Contract;

(iv) any liability, obligation or commitment of Seller arising out of (A) any suit, action, investigation or proceeding brought by or involving any person (a “Proceeding”) pending, threatened or arising on or before the Closing Date, or (B) any actual or alleged violation by Seller or any of its affiliates of any Applicable Law prior to the Closing;

(v) any liability, obligation or commitment of Seller that relates primarily to, or that arises primarily out of, any Excluded Asset, or that arises out of the distribution to, or ownership by

Seller of the Excluded Assets or associated with the realization of the benefits of any Excluded Asset;

(vi) any liability, obligation or commitment for income, capital gains, excise, estate, inheritance, gross receipts, business, corporation or franchise taxes, fees or penalties, value-added and other similar Taxes related amounts incurred by any person in connection with this Agreement, the Ancillary Agreements, the Acquisition and the other transactions contemplated hereby and thereby;

(vii) any liability, obligation or commitment of Seller arising under Seller's Benefit Plan (as defined in Section 3.19(a));

(viii) any liability, obligation or commitment of Seller that relates to, or that arises out of, the operations of any Facility and/or services rendered by or on behalf of Seller on or prior to the Closing Date (including claims of negligence, personal injury, elder abuse, workers' compensation, employer's liability or other claims);

(ix) any liability, obligation or commitment of Seller that relates to, or that arises out of, the employment or the termination of the employment with Seller of any employee or former employee of the Business (including as a result of the transactions contemplated by this Agreement or any Ancillary Agreement);

(x) any indebtedness of Seller;

(xi) any liability, obligation or commitment of Seller relating to workers' compensation arising from any act, omission or event occurring prior to the Closing;

(xii) any professional liability or general liability of Seller arising from acts, omissions or events occurring prior to the Closing;

(xiii) any liability, obligation or commitment of Seller to any of its respective affiliates;

(xiv) intentionally deleted;

(xv) any liability for quality assurance fees or bed taxes accruing or arising prior to the Closing;

(xvi) any liability for Medicare or Medi-Cal recoupments or claims in connection with payments made to or for the benefit of Seller prior to the Closing;

(xvii) any other liabilities, obligations or commitments of Seller that are not Assumed Liabilities; and

(xviii) any liabilities and obligations with respect to any other Stimulus/Relief Funds (as defined below) received by Seller.

(c) Each Purchaser, and as applicable with respect to Acquired Assets that are to be acquired at the applicable Closing by the New Operator, shall acquire the Acquired Assets free and clear of all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, and free and

clear of all Liens (as defined in Section 3.06(a)), other than Permitted Liens (as defined in Section 3.06(a)).

(d) Seller and Purchasers acknowledge that certain expenses of the Business are paid on a periodic basis. Accordingly, the items listed below, shall be apportioned between Seller on one hand, and the applicable Purchaser(s) (and New Operator, if applicable) on the other, with Seller being responsible for all such expenses attributable to periods on or prior to the Closing Date, and the applicable Purchaser(s), or as applicable, New Operator, being responsible for all expenses attributable to periods after the Closing Date (collectively, the “Pro-rations”):

(i) prepaid rent;

(ii) utility company charges, including electricity, gas, fuel, water and sewer charges;

(iii) real estate taxes, general and special assessments and other public or private charges affecting the applicable Premises; and

(iv) other items typically apportioned in sale of assets transactions of the type contemplated by this Agreement, specifically excluding any license fees paid by Seller prior to the Closing Date.

(e) Pro-rations shall be payable at the Closing, provided that if it is determined after the Closing Date that any Pro-rations are payable by Seller, such amount shall be paid by Seller within thirty (30) days of written demand. The provisions of this Section 1.03(e) shall survive the Closing.

(f) Notwithstanding anything to the contrary in this Agreement, Seller and Purchaser acknowledge that additional funds under the CARES Act and other state or federal stimulus funding related to the COVID-19 pandemic may be made available after the Effective Date or after the Closing Date (collectively, “Additional Stimulus/Relief Funds”). To the extent Additional Stimulus/Relief Funds are made available to Seller, and the terms and conditions associated with the receipt, retention, and use of such funds allow for the transfer to, or proration of such funds for the benefit of, New Operator, Seller and New Operator shall transfer and/or prorate such Additional Stimulus/Relief Funds, in good faith and in accordance with Applicable Laws, consistent with Section 1.03(d) and Section 1.03(e) of this Agreement. For purposes of this Agreement, Additional Stimulus/Relief Funds shall be considered an Assumed Liability, but solely to the extent such funds are actually received by Seller and transferred to, or prorated for the benefit of, New Operator. For the avoidance of doubt, Additional Stimulus/Relief Funds shall exclude PPP, AAP (as each such term is defined below), and any Additional Stimulus/Relief Funds received directly by New Operator.

#### SECTION 1.04. Consents of Third Parties.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Seller or, upon transfer, Purchasers or New Operator (or any of their respective subsidiaries or assigns) in connection with such asset. If any transfer or assignment

by Seller to, or any assumption by any Purchaser or the New Operator (or any of their respective subsidiaries or assigns) of, any interest in, or liability, obligation or commitment in connection with, any asset requires the consent of a third party, then such assignment or assumption shall be conditioned upon consent being obtained.

(b) If any such consent is not obtained prior to the Closing, Seller and the applicable Purchaser or New Operator shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by such Purchaser or New Operator under which such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) shall obtain the economic claims, rights and benefits in connection with the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement. Such reasonable arrangement may include (i) the subcontracting, sublicensing or subleasing to such Purchaser or New Operator (or its subsidiaries or affiliates or assigns) of any and all rights of Seller against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by Seller of such rights. To the extent, and only to the extent, the applicable Purchaser or New Operator (or its subsidiaries or affiliates or assigns) receives the economic claims, rights and benefits under such asset, such Purchaser or New Operator shall be responsible for the Assumed Liabilities, if any, arising under such asset.

(c) Seller shall pay on or before the Closing all transfer costs and expenses charged or incurred by third parties whose consents are required for Seller to transfer any Acquired Assets or Assigned Contracts to Purchaser, including, but not limited to the transfer charges set forth on Schedule 1.04(c) attached hereto (collectively, the “Transfer Costs”).

SECTION 1.05. Joinder of New Operator. Seller acknowledges that Purchasers, as of the Effective Date of this Agreement, have selected Cyprus Health Care to take over the operations of the Facilities from Seller on the Closing Date ( “New Operator”). Purchaser shall cause New Operator to execute and deliver to Seller, a Joinder Agreement in the form attached hereto as Exhibit I.

## ARTICLE II THE CLOSING

SECTION 2.01. Closing Date. The closing of the Acquisition of the Acquired Assets with respect to any of the Facilities (each, a “Closing” and the date on which a Closing occurs shall be referred to as the “Closing Date”) shall take place on the last day of the month that is at least fifteen (15) days after the date that Seller has received the written approval of the Attorney General of the State of California (the “Attorney General”) to the closing of the transactions contemplated under this Agreement (the “Attorney General Approval”), but only following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted, waived by the party entitled to the benefit thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed to in writing between Seller and Purchasers, but in no case later than June 30, 2023.

SECTION 2.02. Earnest Money.

(a) Purchasers has deposited the Initial Deposit with Escrow Agent. If this Agreement has not been terminated by Purchaser on or before the Real Estate Due Diligence Period Expiration Date (as defined below) in accordance with Section 2.04 below, then within one (1) Business Day after the Real Estate Due Diligence Period Expiration Date, Purchasers shall deposit with Escrow Agent the Additional Deposit into an interest-bearing account designated by Escrow Agent with all interest thereon accruing to the benefit of the Purchasers. The Initial Deposit and the Additional Deposit, less the Independent Consideration, together with accrued interests thereon, are collectively referred to herein as, the “Deposit”. Upon the Closing, the Deposit shall be released by Escrow Agent to Seller and applied towards the Purchase Price. As used herein, “Escrow Agent” shall mean Paul Avila of Fidelity National Title Insurance Company (“Escrow Agent”), 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, telephone 916-646-6057, pavila@fnf.com.

(b) If this Agreement does not terminate on or before the Real Estate Due Diligence Period pursuant to Section 2.04 below, then the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement. The Deposit, and all components thereof as and when deposited with Escrow Agent, shall be held in an interest-bearing account and all interest thereon shall accrue to the benefit of Purchaser. If Purchasers terminate this Agreement on or before the Operations Due Diligence Period Expiration Date or the Real Estate Due Diligence Period Expiration Date, then the Deposit shall be returned to Purchasers, and neither Seller, nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(c) In the event this Agreement is terminated as a result of (i) the failure to satisfy any condition contained in Sections 6.01, 6.02 or 6.03; or (iii) the termination of this Agreement in accordance with Section 2.09 (Risk of Loss), Section 2.05(b) or (c) (Title and Environmental Review), or Section 2.04 (Due Diligence), then the Escrow Agent shall pay the Deposit, to the Purchaser, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) Notwithstanding anything to the contrary, if the Closing fails to occur due to the Attorney General Approval being denied either due to a rejection of the Purchasers and/or the New Operator by the Attorney General and/or the Attorney General imposing such conditions on its approval that are unacceptable to Purchasers (in its reasonable determination), then upon termination of this Agreement by Purchasers, a portion of the Deposit in the amount of \$250,000.00 shall be released to Seller and the balance of the Deposit (plus all accrued interest thereon) shall be returned to Purchasers.

(e) Notwithstanding anything to the contrary herein, in the event of a breach or default under this Agreement by Seller prior to Closing, the Purchaser’s sole and exclusive remedies solely shall be to either (i) terminate this Agreement in accordance with the terms and provisions of Section 7.01, in which case, the Deposit, plus all accrued interest thereon, shall be returned to Purchaser, and Purchaser may recover from Seller damages for Purchaser’s actual out-of-pocket transaction costs and expenses incurred by Purchaser in connection with this Agreement and its due diligence of the Acquired Assets (including, without limitation, its attorneys’ fees) in an amount not to exceed \$50,000 or (ii) Purchaser shall have the right to bring an action for specific performance of this Agreement within ninety (90) days after the breach; provided, however, if the



nature of the breach or default by Seller causes specific performance to not be available to Purchaser, then Purchaser shall have all rights and remedies under law and equity in connection with such breach or default by Seller and the limitations of remedies and liability of Seller under this Section 2.02(e) shall be of no further force and effect.

(f) Notwithstanding anything to the contrary herein, in the event of a default by any Purchaser in performing any obligation on any Purchaser's part to be performed under this Agreement prior to Closing, including, without limitation, to pay the cash portion of the Purchase Price due at such Closing, or in any other provision hereof which would entitle Seller to cancel this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement, in which case, Seller shall be entitled to retain the Deposit as damages and not as a penalty, and upon such retention this Agreement shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any Agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASERS AGREES THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREES DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS. THE LIQUIDATED DAMAGE PROVISIONS SHALL NOT BE APPLICABLE TO (i) ANY INDEMNIFICATION OBLIGATION PURCHASERS MAY HAVE UNDER THIS AGREEMENT AND (ii) TO THE AWARD OF ATTORNEY'S FEES PURSUANT TO SECTION 9.03.**

\_\_\_\_\_  
(Purchasers' Initials)

\_\_\_\_\_  
(Seller's Initials)

SECTION 2.03. Documents and Information. Seller warrants and represents to the Purchasers and to New Operator that to Seller's knowledge, Seller has provided true, correct, and complete copies of all of the information, materials and documents described on Schedule 2.03 (collectively, the "Documents and Information"), on or before the execution and delivery of this Agreement. Seller does not warrant or represent as to the accuracy or completeness of the information, materials and documents, or as to the possible existence of any additional information, materials or documents which may be material to Purchasers' decision to purchase the Acquired Assets, except as to any information materials and documents prepared by Seller. Seller shall promptly deliver to Purchaser any other documents and information reasonably requested by Purchaser between the Effective Date and the Closing Date.

SECTION 2.04. Purchaser Due Diligence Period. Seller and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is seven (7) business days after Purchasers' receipt of all of the Required Operations Due Diligence Materials (as defined below) (the "Operations Due Diligence Period Expiration Date"), by providing written notice of termination to Seller and Escrow Agent prior to the Operations Due Diligence Period Expiration Date. Seller

and Purchasers hereby acknowledge that Purchasers may terminate this Agreement, for any reason or no reason at all, at any time prior to 5:00 p.m. Pacific time on the date that is thirty (30) days after the Effective Date (the “Real Estate Due Diligence Period Expiration Date”), by providing written notice of termination to Seller and Escrow Agent prior to the Real Estate Due Diligence Period Expiration Date; provided, however, Purchasers may not terminate this Agreement after the Operations Due Diligence Period Expiration Date and prior to the Real Estate Due Diligence Period Expiration due to any matters disclosed in the Required Operations Due Diligence Materials. If Purchaser terminates this Agreement in accordance with this Section 2.04, then this Agreement shall automatically terminate, the Deposit plus all accrued interest thereon shall be returned to Purchaser, and the parties shall thereafter be released from all further obligations under this Agreement, except those specifically provided herein to survive the termination of this Agreement. As used herein, “Required Operations Due Diligence Materials” means all of the items and materials identified in Schedule 2.04 attached hereto.

SECTION 2.05. Title, Environmental Review and Physical Review.

(a) Within seven (7) days after the Effective Date, Seller shall provide to Purchaser a copy of all currently effective title insurance policies and commitments and plats and land surveys (“ALTA Surveys”) in its possession that relate to the Facilities and each of the real property on which each Facility is located (collectively, the “Real Property”). Any new ALTA Survey or any existing ALTA Surveys updates (each, a “New Survey”) required by any Purchaser or any Purchaser’s lender shall be at such Purchaser’s sole cost and expense.

(b) Purchaser will use its commercially reasonable efforts to obtain as soon as practical, a preliminary report on title for each Facility, issued by Fidelity National Title Insurance Company (“Title Company”), which shall contain a commitment (each, a “Title Report”) of the Title Company to issue to the applicable Purchaser an owner’s policy of title insurance (each, a “Title Policy”) insuring the fee simple interest of such Purchaser in the applicable Facility. Each Title Report shall be delivered with legible copies of all recorded exceptions to title referred to therein to the extent reasonably available (the “Exception Documents”). Each Title Policy shall be in an amount equal to the amount of the Purchase Price allocated to such Facility. Seller will use their commercially reasonable efforts to cause all standard exceptions to be deleted from the policies at the Closing, including without limitation, executing Seller’s affidavits, gap indemnities and the like. The Purchasers shall have from the Effective Date until 5:00 p.m. Pacific Time on the Real Estate Due Diligence Period Expiration Date (the “Title Review Period”) to approve or disapprove in writing each Title Report, the ALTA Surveys and any New Survey with respect to the Facilities, with any such notice of disapproval specifying the Exception Documents or other matters to which the Purchasers object. The failure of any Purchaser to disapprove any lien or other matter reflected in any Title Report within the Title Review Period shall be deemed approved by the applicable Purchaser(s). Notwithstanding the foregoing, no Purchaser shall have the right to disapprove any of the following, all of which shall be deemed to be Permitted Liens hereunder: (A) matters created or consented to by any Purchaser, and (B) the Assumed Liabilities. If any Purchaser disapproves any lien or other matter reflected in any Title Report prior to the expiration of the Title Review Period, Seller shall have five (5) Business Days from the date of such disapproval in which to advise such Purchaser whether or not Seller is prepared to cure the same prior to the Closing, which decision shall be made by Seller in its sole and absolute discretion (which cure may be effected by payment and discharge of the objectionable

item or by causing the Title Company to remove the same as an exception or affirmatively insure over such item) and in the event Seller shall fail or refuse to do so within said five (5) Business Day period, such Purchaser shall have five (5) Business Days thereafter in which to advise Seller in writing of such Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the Facility to which a Purchaser made an objection that Seller is unable or unwilling to cure, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value (as defined below) for the Facility in which this Agreement is being terminated.

If, after the Title Review Period, the Title Company issues any amendment, supplement or modification to a Title Report (each a, "Supplemental Commitment") with respect to any of the Real Property showing a lien or encumbrance against any Real Property that was not listed in any Title Report or any prior Supplemental Commitment (each a "New Title Matter"), then the applicable Purchaser may object to such New Title Matter by delivering written notice to Seller within five (5) days after such Purchaser's receipt of such Supplemental Commitment. If such Purchaser fails to so notify Seller in writing, then the New Title Matter shall be deemed a Permitted Lien. Seller shall have until five (5) days from receipt of such Purchaser's notice to notify Purchaser whether Seller will, in Seller's sole discretion (except for any voluntary monetary liens securing financings created by Seller, which Seller covenants to cause to be removed at the Closing), attempt to cause the New Title Matter to be removed at or before the Closing. If Seller fails to so notify the applicable Purchaser, Seller shall be deemed to have declined to remove the New Title Matter. If Seller declines or is deemed to have declined to remove a New Title Matter, then such Purchaser shall have five (5) days following the date that Seller declines, or is deemed to have declined, to remove the New Title Matter ("Termination Deadline") in which to advise in writing of Purchaser's election (x) to waive the matters to which Purchaser objected and which Seller is not prepared to cure and to proceed to Closing or (y) to either (i) terminate this Agreement in full, in which event the Deposit, shall be returned to Purchasers, or (ii) terminate this Agreement with respect to the Real Property housing the applicable Facility, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement (in full or in part) pursuant to the preceding sentence on or before the Termination Deadline, then the New Title Matter shall be deemed a Permitted Lien. The Closing Date shall be extended up to fifteen (15) days, if necessary, to accommodate the foregoing time periods.

As used herein, "Allocated Value" with respect to any Facility means the total amount of the Purchase Price allocated to such Facility under Section 5.19 of this Agreement.

(c) Seller shall, upon request and reasonable advance notice from any Purchaser, permit any Purchaser and its agents to conduct Phase I environmental assessments for any of the Facilities (the "Phase I"), and Seller shall make available for review and copy any previously prepared Phase I's or other environmental assessments in their possession conducted for any of the Facilities or any of the Real Property. No Purchaser shall take any core samples, install any monitoring wells, or undertake any other invasive tests or studies, or communicate with any government officials or agencies regarding Hazardous Substances without Seller's prior written

consent (which may be withheld or conditioned by Seller in its reasonable discretion). Purchasers shall have until the Real Estate Due Diligence Period Expiration Date to approve or disapprove any Phase I in writing delivered to Seller. If any Phase I recommends that a Phase II be ordered, then such Phase II shall be obtained before such Purchaser is required to give the Environmental Notice (as defined below). Should any Purchaser disapprove any Phase I and/or related Phase II, such Purchaser shall notify Seller in writing of such disapproval at or prior to the Real Estate Due Diligence Period Expiration Date (the “Environmental Notice”). The failure of any Purchaser to deliver an Environmental Notice to Seller on or prior to the Real Estate Due Diligence Period Expiration Date shall be deemed approval by such Purchaser of the Phase I and Phase II (if applicable). If any Purchaser delivers an Environmental Notice to Seller before the Real Estate Due Diligence Period Expiration Date, then Purchasers shall have the right to terminate this Agreement in full, in which event the Deposit shall be returned to Purchasers, and neither Seller nor Purchasers shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

(d) From the Effective Date until 5:00 p.m. Pacific time on the Real Estate Due Diligence Period Expiration Date, Seller shall, upon request and reasonable advance notice from Purchasers, permit Purchasers and its authorized agents, employees, consultants, and representatives (“**Purchasers’ Agents**”) to conduct physical inspections of the Facilities, their component systems, and the furniture, fixtures and equipment located at the Facilities. Purchasers shall not conduct any invasive tests for studies at the Facilities in connection with their aforesaid inspections without Seller’s prior written consent (which may be withheld or conditioned by Seller in its reasonable discretion).

(e) Conditions to Entry. Purchasers’ and Purchasers’ Agents’ right of entry upon the Facilities shall be subject to, and Purchasers agree to perform, each of the following conditions:

(i) Purchasers shall pay all costs, expenses, liabilities and charges incurred by Purchasers and Purchasers’ Agents or related to said entry.

(ii) Purchasers, at Purchasers’ sole cost, shall repair all damage or injury caused by Purchasers or Purchasers’ Agents in connection with any such inspection or entry and shall return the Facilities to the condition existing prior to such entry.

(iii) Any entry upon the Facilities shall be upon a minimum of forty-eight (48) hours’ written notice to Seller, and Seller shall have the right to accompany Purchasers and Purchasers’ Agents on any such entry upon the Facilities.

(iv) Purchasers shall keep the Facilities free and clear of all liens arising out of Purchasers’ and Purchasers’ Agents’ activities conducted upon the Facilities.

(v) Purchasers shall indemnify, defend and hold Seller and its agents, employees, consultants and representatives (“**Seller’s Agents**”) and the Facilities free and harmless of and from all costs, expenses, damages, claims, liabilities, attorneys’ fees and costs or charges arising out of, or in any way connected with, the entry upon the Facilities by Purchasers and Purchasers’ Agents.

(vi) Purchasers shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00), and with an endorsement reasonably acceptable to Seller attached to such certificate. Seller and Seller's Agents shall be named as additional insured upon such insurance. Purchasers shall provide the certificate of such insurance with the additional insured endorsement prior to, and as a condition of, any such entry. The certificate of insurance: (i) shall require a minimum of thirty (30) days' written notice prior to the cancellation, lapse or modification of the insurance policy; (ii) shall not include provisions which only require the insurer to "endeavor to" provide such notice to Seller; and (iii) shall not include provisions which purport to exculpate the insurer for its failure to provide such notice.

(vii) Prior to performing any environmental tests or studies on the Facilities beyond the scope of work generally performed in a Phase I study, Purchasers shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Purchasers' environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have complete and absolute discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Purchasers' tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Purchasers may have under applicable law. Such parties would include public agencies, but not Purchasers' lenders, and future assignees/Facilities owners. Seller shall be entitled to receive copies of all tests, test results, studies and reports together with the right as a party of interest, to be able to access the consultant's file information and work product in the event of future need subsequent to the Closing. Purchasers shall obtain all consultants' consent to the foregoing as a part of any retention agreement. Such Seller's rights shall survive the Closing and recording of the grant deed from Seller to Purchasers.

No Other Warranties/"As Is" Purchase. Purchasers represent and warrant to Seller that: (i) Purchasers are experienced and sophisticated purchasers of properties such as the Facilities; (ii) Purchasers are (or prior to Closing, will be) specifically familiar with the Facilities; (iii) Purchasers have (or prior to Closing, will have) inspected and examined all aspects of the Facilities and its current condition which Purchasers believes are relevant to Purchasers' decision to purchase the Facilities; (iv) Purchasers, as of the date of this Agreement, have (or prior to Closing, will have) satisfied itself as to all matters relating to the Facilities; (v) Seller has (or prior to the end of the Feasibility Period, will have) made available to Purchasers and Purchasers' representatives for their review and inspection all plans, drawings, reports and other documents with respect to the Facilities which Purchasers have requested; (vi) except as contained in this Agreement, Seller is not making, has not made and expressly disclaims any representation or warranty, express or implied, that such documents delivered by Seller or made available for Purchasers' review and inspection constitute all of the documents and information in Seller's files relating to the Facilities; (vii) Seller is not making, has not made and expressly disclaims any representation, warranty, or other assurance whatsoever with respect to the Facilities or any condition or feature thereof, except as contained in this Agreement, including without limitation, any representation, warranty or assurance regarding the validity or accuracy of any documents delivered by Seller to Purchasers or made available for Purchasers' review and

inspection, other than documents prepared by Seller; (viii) Purchasers shall verify the accuracy and reliability of such documents with the third parties who prepared the same; (ix) Purchasers are (or prior to the Closing, will be) fully acquainted with the nature and condition, in all respects, of the Facilities, including the existence or availability of all permits and approvals from governmental authorities and the soil and geology thereof; and (x) Purchasers have (or prior to the Closing, will have) thoroughly inspected the Facilities and all conditions relating thereto and expressly waives any right to terminate this Agreement based upon the condition of the Facilities or any matters relating thereto, except as specifically warranted by Seller in this Agreement, in purchasing the Facilities pursuant to this Agreement, Purchasers are relying solely on their own investigation and inspection of the Facilities, and that the Facilities will be conveyed to and accepted by Purchasers at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Purchasers acknowledge and agree that, except as expressly set forth herein below: Seller has not made any representation or warranty, express or implied, written or oral, concerning the Facilities or any use to which the Facilities may or may not be put, except as contained in this Agreement; in purchasing the Facilities, Purchasers are not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Facilities or any matter or condition relating thereto. Purchasers agree that from and after Closing, Purchasers shall conclusively be deemed to have accepted the Facilities in its then existing "AS IS, WITH ALL FAULTS BASIS" condition, without warranty of any kind except as expressly set forth herein below, and with all faults and problems of any kind or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, the presence of any hazardous substances that may be located on, under or around the Facilities, and any faults and/or problems that could have been discovered by Purchasers prior to entering into this Agreement, whether or not the same had actually been discovered at that time, it being expressly agreed that Purchasers assume all responsibility for such faults and conditions.

As of the Closing, Purchasers hereby expressly waive and forever release any and all rights, claims and actions that Purchasers may now have or hereafter acquire against Seller arising from or related to the Facilities. Provided, however, that such waiver and release shall not apply to any matter against which Seller has expressly agreed to indemnify Purchasers elsewhere in this Agreement, or to any other matter expressly represented and warranted elsewhere by Seller herein. The foregoing release specifically includes, but is not limited to the existence or presence on the Facilities of (i) construction, design or natural defects of any kind of nature, whether patent or latent, (ii) hazardous materials, and (iii) violations of any federal, state or local law or regulation applicable to the physical condition of the Facilities. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future. Purchasers specifically waive application of California Civil Code Section 1542, which provides as follows:

(f) A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

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Purchasers' initials

\_\_\_\_\_  
Seller's initials

SECTION 2.06. Escrow

(a) Opening of Escrow. For purposes of this Agreement, the “Escrow” shall be deemed opened on the date which is the date Escrow Agent receives a fully executed copy of this Agreement from Seller and Purchasers. Seller and Purchasers agrees to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Agent or other instruments as may reasonably be required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

(b) Close of Escrow.

(i) For purposes of this Agreement, the “Close of Escrow” shall be defined as the date that each Deed (as defined below) conveying a Facility to each Purchaser is recorded in the Official Records of the county in which each Facility is located. This Escrow shall close on the Closing Date.

(ii) Seller and Purchasers agree that a Closing may consist of the simultaneous delivery of each Deed, delivery by the parties of the executed documents required of them in Section 2.07 below (the “Closing Documents”), payment of the Purchase Price and any other amounts Purchasers have agreed to pay Seller hereunder and issuance to the applicable Purchaser(s) and its lender(s), if applicable, of a “marked up” title insurance policy and/or commitment in accordance with a customary “New York style” closing, all subject to the provisions hereof. The afore-described recording confirmation/gap coverage closing shall be conducted by the Escrow Agent and Title Company. In such case, upon delivery by the parties of all duly executed Closing Documents and upon the Title Company being irrevocably committed to deliver to the applicable Purchaser(s) each Owner’s Title Policy required hereunder, and, if applicable, to such Purchaser’s lender each ALTA Extended Lender’s Policy, such Purchaser shall pay through the Escrow Agent the Purchase Price and any other amounts due to Seller, all subject to the provisions hereof. Furthermore, in such case, Seller will provide the Title Company any additional gap coverage affidavits and/or indemnities as reasonably requested by the Title Company.

SECTION 2.07. Transactions To Be Effected at the Closing. At least two (2) days prior to the Closing Date for each applicable Facility:

(a) Seller shall deliver to Escrow Agent, or Purchasers or New Operator, where designated, the following:

(i) a duly executed original Grant Deed (each, a “**Deed**”), executed by Seller and acknowledged in recordable form, conveying good and marketable fee simple title for all of the Real Property and the Premises of the applicable Facility, free and clear of all liens, encumbrances, easements, and restrictions of every nature and description except as permitted by this Agreement, in the form attached hereto as Exhibit B;

(ii) to the applicable Purchaser, executed copies of the Bill of Sale, in favor of the applicable Purchaser, substantially in the form attached hereto as Exhibit C for each Facility (each, a “**Purchaser Bill of Sale**”);

(iii) to the New Operator, executed copies of the Bill of Sale, in favor of the New Operator, substantially in the form attached hereto as Exhibit D for each Facility (each, a “**New Operator Bill of Sale**”);

(iv) such additional bills of sale and other appropriate instruments of assignment and conveyance as the applicable Purchaser may reasonably request (including bills of sale required for conveyance of vehicles, if any), in form and substance reasonably satisfactory to the applicable Purchaser;

(v) to the New Operator, executed counterpart copies of the Assignment and Assumption of Assigned Contracts in the form attached hereto as Exhibit E for each Facility (each, an “**Assignment of Contracts**”), executed by Seller;

(vi) to the New Operator, executed counterpart copies of the MOTA for each Facility (as defined in Section 5.23) executed by Seller;

(vii) to the New Operator, executed counterpart copies of the Interim Sublease in the form attached as Exhibit “\_\_\_” of the MOTA for each Facility (each, an “**Interim Sublease**”) executed by Seller;

(viii) to the New Operator, two (2) duly executed original counterpart copies of an Assignment and Assumption of Admission Agreements in the form attached as Exhibit “\_\_\_” of the MOTA for each Facility (each, an “**Admission Agreements Assignment**”);

(ix) to the Purchaser New Operator, a then-current census by payor type certified by Seller as of the Closing Date as true, complete and accurate in all material respects, which shall include such information for the residents and patients of the applicable Facility as is reasonably acceptable to the applicable Purchaser and the New Operator;

(x) to the Purchaser and New Operator, a then-current schedule of rents payable (prorated between Seller and the applicable Purchaser) certified by Seller as of the Closing Date as true, complete and accurate in all material respects;

(xi) to the New Operator, to the extent not already delivered by Seller, and to the extent available, originals of all of the Contracts, Patient Care Contracts (as defined in Section 3.09(d)), Licenses and Permits;

(xii) an affidavit in form satisfactory to obtain the title insurance contemplated by Section 2.05(b), without exception for mechanic’s, materialman’s or other statutory liens;

(xiii) any other documents reasonably required by the Title Company (as defined in Section 2.05(b));

(xiv) to the New Operator, the Employee Records;



(xv) to the applicable Purchaser, certificates pursuant to Sections 6.02(a), 6.02(b) and any other certificates required pursuant to this Agreement;

(xvi) to Escrow Agent and the applicable Purchaser, executed copies of a certificate of non-foreign status in form reasonably acceptable to the applicable Purchaser (a "FIRPTA") from Seller;

(xvii) to the New Operator, all keys to the applicable Facility;

(xviii) to the New Operator, completed/executed (where appropriate) pages 5 and 38 (and such other pages requiring information concerning Seller) of Centers on Medicare & Medicaid Services Form 855A ("CMS Form 855A Pages"); and

(xix) such other documents as the applicable Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

(b) On or before the Closing Date, the applicable Purchaser(s) shall deliver to Escrow Agent or Seller where designated, the following:

(i) payment, by wire transfer to a bank account designated in writing by Escrow Agent, immediately available funds in an amount equal to (A) the Purchase Price, minus (B) the Deposit, minus (C) any pro-rations payable by Seller pursuant to Section 1.03(d) (the "Closing Wire");

(ii) to Seller, executed counterpart copies of each Assignment of Assigned Contracts, executed by the New Operator; and

(iii) to Seller, executed counterpart copies of each MOTA, executed by the New Operator;

(iv) to Seller, executed counterpart copies of each Interim Sublease, executed by the New Operator;

(v) to Seller, executed counterpart copies of each Admission Agreements Assignment, executed by the New Operator;

(vi) a duly executed preliminary change of ownership report; and

(vii) to Seller, certificates pursuant to Sections 6.03(a), 6.03(b) and any other certificates required pursuant to this Agreement;

(c) Each Purchaser and Seller shall execute and deliver to Escrow Agent at least two (2) days prior to the Closing Date:

(i) executed copies of the Escrow Indemnity Agreement, a copy of which is attached hereto as Exhibit F (the "Escrow Indemnity Agreement");

(ii) Intentionally Omitted.

(d) Each Purchaser shall be entitled to deduct and withhold from the Purchase Price that otherwise is payable under this Agreement such amounts as are required by any Tax law provision to be deducted and withheld with respect to the making of such payment.

(e) Upon written authorization to close from each applicable Purchaser and Seller, or its respective counsel, Escrow Agent shall release the Purchase Price (less the Escrow Funds which shall be retained by Escrow Agent pursuant to the Escrow Indemnity Agreement) to Seller, and cause each Deed to be recorded in the Official Records of the county in which each Facility is located, and shall release and deliver the Transaction Documents to the parties as follows:

(i) a copy of the recorded Deed shall be delivered to each applicable Purchaser for the Facility acquired; and

(ii) a copy of the recorded Deed shall be delivered to Seller for the Facilities..

#### SECTION 2.08. Patient Funds.

(a) At the Closing, subject to adjustment within fifteen (15) days following the Closing Date, Seller shall provide the New Operator with an accounting (and if required by Applicable Law, an audit) of all funds belonging to patients at the applicable Facility which are held by Seller in a custodial capacity and an accounting of all advance payments received by it pertaining to patients at the applicable Facility. Such accounting will set forth the names of the patients for whom such funds are held, the amounts held on behalf of each patient, and Seller warrants that the accounting is true, correct, and complete as of the Closing Date subject to adjustment during the fifteen (15) day period referenced above.

(b) At the Closing, subject to adjustment within fifteen (15) days following such Closing, Seller shall transfer such funds to a bank account designated by the New Operator and the New Operator shall, in writing, acknowledge receipt of and expressly assume Seller's financial and custodial obligations with respect thereto; provided, however, that the New Operator shall assume such financial and custodial obligations only to the extent Seller has transferred such funds and provided to the New Operator an accounting of such funds in accordance with Section 2.08(a).

(c) Notwithstanding the foregoing, Seller will indemnify and hold each applicable Purchaser and the New Operator harmless from all liabilities, claims, and demands, in the event the amount of such funds, if any, transferred to the bank account designated by the New Operator does not represent the full amount due to the residents at the applicable Facility as of the Closing Date.

#### SECTION 2.09. Risk of Loss.

(a) If, on or before the Closing Date, all or any of the Acquired Assets are damaged or destroyed by fire or other casualty or taken by condemnation, Seller shall promptly notify the applicable Purchaser. If the resulting damage to such Acquired Assets of any Facility would cost in excess of \$100,000.00 to repair, then such Purchaser may terminate this Agreement with respect to such Facility by delivery of notice of termination to Seller within ten (10) days of the date of delivery of Seller's written notice of such casualty or condemnation, in which case the Purchase Price shall be reduced by an amount equal to the Allocated Value for the Facility in which this Agreement is being terminated. If such Purchaser does not terminate this Agreement with respect

to such Facility prior to the expiration of such ten (10) day period, such Purchaser shall remain obligated to close the acquisition of such Acquired Assets with respect to such Facility. Seller shall share with Purchaser and the New Operator all communications with its insurance carrier concerning the casualty, the cost to rebuild or restore the Facility, and the amount of the insurance proceeds to be paid for such purpose, together with all reports from any adjustors who have been engaged by Seller or its insurer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Purchasers and New Operator, as of the date of this Agreement and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct the Business and its other businesses as presently conducted. Seller has delivered to each Purchaser true and complete copies of the respective articles of incorporation and bylaws of Seller, as amended through the date of this Agreement.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has the full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by Seller of the Transaction Documents to which it is, or is specified to be, a party and the consummation by Seller of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action. Seller has approved the execution, delivery and performance of the Transaction Documents and the consummation of the Acquisition and the other transactions contemplated thereby. Seller has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Prior to the Closing, Seller will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and each Ancillary Agreement to which it is, or is specified to be, a party will after the applicable Closing constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally.

SECTION 3.03. No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the execution and delivery by Seller of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Seller with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of

any Lien upon any of the properties or assets of Seller under any provision of (i) the articles of incorporation or bylaws of Seller, (ii) any Contract to which such Seller is a party or by which any of its respective properties or assets is bound, or (iii) any judgment, order or decree (“**Judgment**”) or statute, law (including common law), codes, ordinance, rule or regulation (“**Applicable Law**”) applicable to Seller or its properties or assets. No material consent, approval, license, permit, order or authorization (“**Consent**”) of, or registration, declaration or filing with, any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a “**Governmental Entity**”), is required to be obtained or made by or with respect to Seller in connection with (A) the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, or (B) the conduct by each applicable Purchaser of the Business following the Closing as conducted on the date hereof, other than (I) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California, and (II) those that may be required solely by reason of any Purchaser’s or New Operator’s (as opposed to any other third party’s) participation in the Acquisition and the other transactions contemplated by the Transaction Documents.

#### SECTION 3.04. Financial Statements.

(a) Schedule 3.04 sets forth the balance sheet and cash flows of the Business as of December 31, 2020, December 31, 2021 and December 31, 2022 (the “**Balance Sheet**”) and the unaudited statements of income and cash flows of the Business for the one (1) month period ended January 31, 2023, including in the case of clauses (i) and (ii) the related schedules and notes (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of Seller in conformity with generally accepted accounting principles consistently applied (“**GAAP**”) (except in each case as described in the notes thereto) and on that basis fairly present (subject, in the case of the unaudited statements, to normal, recurring year-end audit adjustments) the financial condition and results of operations of the applicable Facility(ies) as of the respective dates thereof and for the respective periods indicated. The books and records of Seller accurately, fairly and correctly set out and disclose, in all material respects, all financial transactions of Seller relating to the Business for the periods noted therein.

(b) The Business and each Facility do not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise), except (i) as disclosed, reflected or reserved against in the Balance Sheet and the notes thereto, (ii) for items set forth in Schedule 3.04, and (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet and not in violation of this Agreement.

(c) The accounting for advance payments and patient trust fund accounts provided to each Purchaser by Seller pursuant to Section 2.08 is accurate in all material respects.

#### SECTION 3.05. Health Care Representations.

(a) To Seller’s knowledge, all material Medicare and Medi-Cal provider Agreements, certificates of need, if applicable, certifications, governmental licenses, permits,

regulatory agreements or other agreements and approvals, including certificates of operation, completion and occupancy, and state nursing facility licenses or other licenses required by Health Care Authorities (as defined below) for the legal use, occupancy and operation of each Facility (collectively, the “Licenses”) have been obtained by Seller required to hold such Licenses, and are in full force and effect, including approved provider status in any approved third-party payor program. Seller owns and/or possesses and holds free from restrictions or conflicts with the rights of others, all such Licenses and has operated or caused the applicable Facility to be operated in such a manner that the Licenses shall remain in full force and effect.

(b) Since January 1, 2023, each Facility is duly licensed as a skilled nursing facility as required under the Applicable Laws of the State of California. The licensed bed capacity of each Facility is set forth in Schedule 3.05(b) and the actual bed count operated at each Facility is set forth in Schedule 3.05(b). Seller has not applied to reduce the number of licensed or certified beds of any of the Facilities or to move or transfer the right to any and all of the licensed or certified beds of any of the Facilities to any other location or to amend or otherwise change any of the Facilities and/or the number of beds approved by the state health department or equivalent (or any subdivision) or other applicable state licensing agency, and there are no proceedings or actions pending or contemplated to reduce the number of licensed or certified beds of any of the Facilities. Except as set forth in Schedule 3.05(b), none of the licensed beds are currently in suspension.

(c) To Seller’s knowledge each License with respect to each Facility (i) has not been (A) transferred to any location other than such Facility or (B) pledged as collateral security, (ii) is and will continue after the Closing to be held free from restrictions or known conflicts that would materially impair the use or operation of such Facility as intended, and (iii) is not provisional, probationary, or restricted in any way, except in instances where a Governmental Entity or Health Care Authority has issued a provisional, probationary or restricted license, permit or certification in the ordinary course pending issuance of a final license, permit or certification.

(d) Seller has not taken any action to rescind, withdraw, revoke, amend, modify, supplement or otherwise alter the nature, tenor or scope of any License or applicable provider payment program participation other than non-material alterations effected in the ordinary course of business consistent with past practice.

(e) To Seller’s knowledge, Seller (and the operation of each Facility participating in the Medicare and/or Medi-Cal programs or in any program of any Health Care Authority) is in compliance in all material respects with the applicable provisions of the Applicable Laws, standards, policies, restrictions or rules of any Health Care Authority having jurisdiction over the ownership, use, occupancy or operation of each Facility, including (i) staffing requirements, (ii) health and fire safety codes including quality and safety standards, (iii) accepted professional standards and principles that apply to the provision of services at each Facility, (iv) federal, state or local laws, rules, regulations or published interpretations or policies relating to the prevention of fraud and abuse, (v) insurance, reimbursement and cost reporting requirements, government payment program requirements and disclosure of ownership and related information requirements, (vi) requirements of applicable Health Care Authorities, including those relating to each Facility’s physical structure and environment, licensing, quality and adequacy of nursing facility care, distributions of pharmaceuticals, rate setting, equipment, personnel, and operating policies, and

(vii) any other Applicable Laws or Agreements for reimbursement for the type of care or services provided with respect to each Facility.

(f) Except as set forth in Schedule 3.05(f), To Seller's knowledge, Seller is in compliance in all material respects with the requirements for participation in the Medicare and Medi-Cal programs with respect to each Facility that currently participates in such programs and Seller has a current provider agreement under Title XVIII and/or XIX of the Social Security Act which is in full force and effect. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies on its most recent survey (standard or complaint) that would result in a denial of payment for new admissions. Except as set forth in Schedule 3.05(f), Seller has not had any deficiencies at "level G" or above on its most recent survey (standard or complaint), nor has Seller been cited with any substandard quality of care deficiencies (as that term is defined in Part 488 of 42 C.F.R.) on its most recent survey, nor has any Health Care Authority or Governmental Entity determined there to be an Immediate Jeopardy at a Facility (as defined in 42 C.F.R. 489.3). No Facility has been designated as a Special Focus Facility or a candidate for Special Focus Facility (as such term is defined by the Centers for Medicare and Medicaid Services Special Focus Facility Program).

(g) Except as set forth in Schedule 3.05(g), to Seller's knowledge, Seller is not a target of, participant in, or subject to any action, proceeding, suit, audit, investigation or sanction by any Health Care Authority or any other administrative or investigative body or entity or any other third party payor or any patient or resident (including whistleblower suits, or suits brought pursuant to federal or state False Claims Acts, and Medicare/Medi-Cal/State fraud/abuse laws) which may result, directly or indirectly or with the passage of time, in the imposition of a material fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, recovery, suspension or discontinuance of all or part of reimbursement from any Health Care Authority, third-party payor, insurance carrier or private payor, a lower reimbursement rate for services rendered to eligible patients, or any other civil or criminal remedy, or which could reasonably be expected to have a material adverse effect on Seller or the operation of any Facility, including any Facility's ability to accept or retain residents, or which could result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension or other impairment of a License, or affect Seller's participation in the Medicare, Medi-Cal, or other third-party payor program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation or audit been threatened.

(h) To Seller's knowledge, there are no Contracts with residents of any Facility or with any other persons or organizations that deviate in any material respect from or that conflict with any statutory or regulatory requirements.

(i) Other than the Medicare, Medi-Cal, and Veterans Administration programs, Seller is not a participant in any federal, state or local program whereby any Governmental Entity or any intermediary, agency, board or other authority or entity may have the right to recover funds with respect to any Facility by reason of the advance of federal, state or local funds, including those authorized under the Hill-Burton Act (42 U.S.C. 291, et seq.). Seller has not received notice, or have knowledge, of any actual or alleged violation of applicable antitrust laws by Seller.

(j) Except as set forth in Schedule 3.05(j), to Seller's knowledge, all private payor, Medi-Cal, Medicare, managed care company, insurance company and other third-party insurance accounts receivable of Seller is free of any Liens and no such receivables have been pledged as collateral security for any loan or indebtedness.

(k) To Seller's knowledge, Seller has instituted, and each Facility is operated in compliance in all material respects with, a compliance plan which follows all applicable guidelines established by the Health Care Authorities.

(l) To Seller's knowledge, Seller is in compliance in all material respects with the Health Care Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.

(m) To Seller's knowledge, there is no threatened or pending revocation, suspension, termination, probation, restriction, limitation, or non-renewal affecting Seller, any Facility or provider Agreement with any third-party payor, Medicare or Medi-Cal.

(n) All Medicare, Medi-Cal, and private insurance cost reports and financial reports submitted by or on behalf of each Facility are and will continue to be accurate and complete in all material respects and have not been and will not be misleading in any material respects. Except as set forth in Schedule 3.05(n), to Seller's knowledge, (i) there are no current, pending or outstanding Medicare, Medi-Cal or other third-party payor programs reimbursement audits or appeals, (ii) there are no cost report years that are subject to audits, (iii) no cost reports remain "open" or unsettled, and (iv) there are no current or pending Medicare, Medi-Cal or other third-party payor programs recoupment efforts, in each case with respect to any of Facilities.

(o) To Seller's knowledge, each Facility and the use thereof complies in all material respects with all applicable local, state, and federal building codes, fire codes, and other similar regulatory requirements and no waivers of such physical plant standards exist at such Facility. All HCAI-required permits and/or approvals for all repairs, replacements, refurbishments or improvements ("HCAI Work") at each Facility were received by Seller in connection with all HCAI Work. To Seller's knowledge there is no pending or open HCAI Work at any Facility, except as disclosed in Schedule 3.05(o). For purposes hereof, "HCAI" shall mean the California Department of Health Care Access and Information, or any successor department thereto.

(p) True and complete copies of all survey reports, notices and waivers of deficiencies, plans of correction, and any other investigation reports issued with respect to each Facility, together with material correspondence with Health Care Authorities concerning each Facility (collectively, the "Survey Reports") for the last three (3) years have been provided to each applicable Purchaser and the New Operator.

(q) Neither Seller nor any Facility has received any notice or communication from any Governmental Entity, accreditation body, professional association (including trade associations and industry organizations), landlord or resident of the areas neighboring any of the Facilities alleging any violation of accreditation, professional, trade, industry, ethical or other applicable standards by Seller or any Facility.

(r) Neither Seller nor any of its affiliates have provided any incentives to contracted provider networks or providers that have violated any Applicable Law with respect to inducing, directly or indirectly, such contracted provider networks or providers to refer patients to any Facility. Seller and each Facility are, and at all relevant times have been, in compliance with all federal anti-kickback statutes, the Stark law, the federal False Claims Act and any state law prohibiting kickbacks or certain referrals relating or applicable to Medicare or any other state or federal health care programs. In addition, Seller, the Business and each Facility are, and at all relevant times have been, in compliance with all Applicable Laws pertaining to (i) billings to insurance companies, health maintenance organizations and other managed care plans or otherwise related to insurance fraud and (ii) collection agencies and the performance of collection services.

(s) To Seller's knowledge, each employee of Seller who is required by Applicable Law to hold a valid permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such permit or other qualification and is performing only those services which are permitted by such permit or other qualification.

(t) Seller has delivered to each Purchaser true, complete and accurate Patient Census Information for each Facility for the last three (3) calendar years and current year-to-date.

(u) Schedule 3.05(u) sets forth all material leases and subleases currently affecting each Facility, identifying same by date, particular facility covered, and parties to such leases and subleases (collectively, the "Leases"). Seller has full power and authority to terminate the Leases at the Closing so that the real Facilities and improvements comprising the applicable Facility, together with all furniture, fixtures and equipment used in the operation of the Business at such Facility, can be assigned, transferred, and conveyed to the applicable Purchasers at the Closing, free and clear of all Leases.

(v) Seller has paid all quality assurance fees and bed taxes due and owing to the applicable Health Care Authorities as of the Closing Date.

(w) All repairs, replacements, remodeling, alterations, improvements and construction at, to or on each Facility have been made pursuant to approved permits and approvals required by applicable Health Care Authorities. There are no open or pending HCAI permitted projects at any Facility except as disclosed in Schedule 3.05(o).

(x) There is no corporate integrity agreement or other monitoring or compliance agreement required by the Office of Inspector General or any other Governmental Entity that is currently in place and affecting any Facility or Seller. To Seller's knowledge, there is currently no Department of Justice investigation or proceeding pending or threatened against Seller and/or any Facility.

(y) To Seller's knowledge, Seller is in compliance with all federal, state and local laws, rules and regulations relating to the employment authorization of its employees and independent contractors (including the Immigration Reform and Control Act of 1986, as amended and supplemented, and Sections 212(n) and 274A of the Immigration and Nationality Act, as amended and supplemented, and all implementing regulations relating thereto), and to Seller's



knowledge, Seller is not employing or engaging as an independent contractor any unauthorized aliens (as such term is defined under 8 CFR § 274a.1(a)(1994)).

(z) Except as set forth on Schedule 3.05(z), (i) none of the Facilities have any room size waivers subject to 42 C.F.R. Section 483.70(d)(1)(i) (each a “Room Size Waiver”), (ii) any existing Room Size Waivers are in full force and effect, and (iii) the most recent renewal dates for each such Room Size Waiver are set forth on Schedule 3.05(z). Seller has not received any written correspondence from any Governmental Entity which indicates that any Room Size Waiver is in jeopardy of non-renewal, expiration or cancellation.

(aa) Seller, and to Seller’s knowledge, none of its employees and/or agents (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in any “Federal health care program” as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program; (ii) is bound to be excluded, suspended, debarred or otherwise declared ineligible to participate in any Federal health care program or other government payment program; and (iii) has received any written notice of any federal, state or local government investigation, and Seller has no knowledge of any circumstances that may result in Seller or its employees or agents being excluded from participation in any Federal health care program or other government payment program. Seller will promptly notify Purchasers and New Operator in writing of any change in the status of the representations and warranties set forth in this Section 3.05(aa).

For purposes of this Agreement the following capitalized terms are defined as follows:

“Health Care Authority/ies” shall mean any Governmental Entity or quasi-Governmental Entity or any agency, intermediary, board, authority or entity concerned with the ownership, operation, use or occupancy of each Facility as a nursing facility, long-term acute care facility or assisted living facility.

“Health Care Requirements” shall mean, with respect to each Facility, all Applicable Laws, Judgments and Contracts, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of each Facility or any part thereof as a nursing facility, long-term acute care facility, assisted living facility or other health care facility and all Licenses and Permits, including all Applicable Laws promulgated by Judgments of and Contracts with Health Care Authorities as pertaining to each Facility.

“Medi-Cal” means Title XIX of the Social Security Act, which was enacted in 1965 to provide a cooperative federal-state program for low income and medically indigent persons, which is partially funded by the federal government, as applied by the State of California.

“Medicare” means Title XVIII of the Social Security Act, which was enacted in 1965 to provide a federally funded and administered health program for the aged and certain disabled persons.

“Patient Census Information” shall mean a true, correct and complete schedule (provided in accordance with Health Care Requirements related to privacy) which accurately and completely sets forth the occupancy status of each Facility, the average daily rate and other charges payable with respect thereto, the class of payment or reimbursement (i.e., private, third-party payor,

Medicare, Medi-Cal, and Veterans Administration), the average monthly census of each Facility, occupancy rates and any arrearages in payments.

SECTION 3.06. Assets Other than Real Property Interests.

(a) Seller has good and valid title to all of the Acquired Assets, in each case free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions or encumbrances of any kind (collectively, the “Liens”), except (i) such as are set forth in Schedule 3.06 (all of which shall be discharged prior to the Closing), (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which the New Operator has elected to assume at Closing, and liens for Taxes that are not due or payable, all as set forth in Schedule 3.06, and (iii) other imperfections of title or encumbrances, if any, that individually or in the aggregate, do not materially impair, and could not reasonably be expected to materially impair, the continued use and operation of the assets to which they relate in the conduct of the Business as presently conducted (the Liens described in clauses (ii) and (iii) above, together with the Liens referred to in clauses (i) through (iii) of Section 3.07(b) are referred to collectively as “Permitted Liens”). Seller has not granted to any person any rights or options to acquire any of the Acquired Assets or any interest therein.

(b) This Section 3.06 does not relate to real property or interests in real property, such items being the subject of Section 3.07.

SECTION 3.07. Real Property; Title Insurance and ALTA Surveys.

(a) Intentionally Omitted.

(b) To Seller’s knowledge, Seller has good and valid title to the fee interests in the real property and improvements housing each Facility, in each case free and clear of all Liens, except (i) liens for Taxes that are not yet due and payable, (ii) easements, covenants, rights-of-way and other similar restrictions of record that are approved (or deemed approved) by the applicable Purchasers under Section 2.05(b) and (c), (iii) any lien created by any Purchaser and (iv) any conditions that may be shown by a current, accurate survey or physical inspection of the applicable Premises made prior to the Closing.

(c) Seller has provided to Purchasers a copy of all currently effective title insurance policies and commitments and the ALTA Surveys in its possession that relate to the Facilities and each of the Real Property.

(d) Seller has not granted to any person any rights or options to acquire fee title to any of the Real Facilities or any of the Premises.

(e) Schedule 3.07(e) attached hereto sets forth all Liens affecting Seller’s real property interests in the Acquired Assets all of which are to be discharged prior to the Closing.

(f) During Seller’s period of ownership of the applicable Acquired Assets, (a) there have been no supplemental taxes and/or escape taxes assessed against any of the Premises with respect to any change of ownership and/or improvements to any of the Premises that have not been previously

paid in full, and (b) no event, act, occurrence or circumstance has occurred that could result in any supplemental and/or escape taxes being assessed against any of the Premises that have not previously been assessed against any of the Premises and paid in full

SECTION 3.08. Intellectual Property.

(a) None of Seller's Intellectual Property used in connection with the operation of the Business is included in this sale.

SECTION 3.09. Contracts.

(a) Except as set forth in Schedule 3.09 and except for Contracts relating solely to Excluded Assets, Seller is not party to or bound by any Contract that is used, held for use or intended for use in, or that arises out of, the operation or conduct of the Business and that is:

(i) an employment Contract, collective bargaining agreement or other Contract with any labor organization, union or association;

(ii) a covenant not to compete or other covenants restricting the development, rendition or marketing of the services of Seller;

(iii) a Contract with (A) any current and former shareholder or affiliate of Seller or (B) any current or former officer, director or employee of Seller or any of its affiliates (other than employment Contracts covered by clause (i) above);

(iv) a lease, sublease or similar Contract with any person under which Seller is a lessor or sublessor of, or makes available for use to any person, (A) any Facility or (B) any portion of any of the Premises otherwise occupied by any;

(v) a lease, sublease or similar Contract with any person under which (A) Seller is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any person or (B) Seller is a lessor or sublessor of, or makes available for use by any person, any tangible personal property owned or leased by Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of \$10,000.00 and is not terminable by Seller by notice of not more than sixty (60) days without payment or penalty;

(vi) (A) a continuing Contract for the future purchase of materials, supplies or equipment (other than purchase orders for inventory in the ordinary course of business consistent with past practice), (B) a management, service, consulting or other similar Contract, or (C) an advertising agreement or arrangement, in any such case that has an aggregate future liability to any person in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty;

(vii) Intentionally omitted;

(viii) (A) a Contract under which Seller has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any person or (B) any other note, bond, debenture or other evidence of indebtedness issued to any person;

(ix) a Contract (including any guaranty and so-called take-or-pay or keepwell agreement) under which (A) any person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Seller, or (B) Seller has directly or indirectly guaranteed indebtedness, liabilities or obligations of any other person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(x) a Contract under which Seller has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any person (other than Seller and other than extensions of trade credit in the ordinary course of business);

(xi) a Contract granting a Lien upon any of the Premises or any other Acquired Asset;

(xii) a Contract providing for indemnification of any person with respect to liabilities relating to any current or former business of Seller or any predecessor person;

(xiii) a power of attorney;

(xiv) a Contract not made in the ordinary course of business;

(xv) a confidentiality agreement (other than the confidentiality provisions under Section 5.04 of this Agreement);

(xvi) a Contract (including a purchase order), involving payment by Seller of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xvii) a Contract (including a sales order) involving the obligation of Seller to render services for payment of more than \$10,000.00 or extending for a term more than one hundred eighty (180) days from the date of this Agreement (unless terminable without payment or penalty upon no more than thirty (30) days' notice);

(xviii) a Contract for the sale of any Acquired Asset or the grant of any preferential rights to purchase any Acquired Asset or requiring the consent of any party to the transfer thereof;

(xix) a Contract with or license (other than the Licenses) or Permit by or from any Governmental Entity;

(xx) a currency exchange, interest rate exchange, commodity exchange or similar Contract;

(xxi) a Contract for any joint venture, partnership or similar arrangement;

(xxii) Intentionally Omitted;

(xxiii) any other Contract that has an aggregate future liability to any person (other than Seller) in excess of \$10,000.00 and is not terminable by Seller by notice of not more than thirty (30) days without payment or penalty; or

(xxiv) a Contract other than as set forth above to which Seller is a party or by which it or any of its assets or businesses is bound or subject that is material to the Business or the use or operation of the Acquired Assets.

(b) Except as set forth in Schedule 3.09, all Contracts listed in the Schedules are valid, binding and in full force and effect and are enforceable by Seller, in accordance with their terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor's rights generally. Except as set forth in Schedule 3.09, Seller has performed all material obligations required to be performed by them to date under the Assigned Contracts, and they are not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Except as disclosed in the applicable schedule, Seller has not (i) received any notice of the intention of any party to terminate any Assigned Contract listed in any schedule or (ii) delivered to the other party any notice of its intention to terminate any Assigned Contract listed in any schedule. Complete and correct copies of all Contracts listed in the schedules, together with all modifications and amendments thereto, have been delivered to Purchasers.

(c) Schedule 3.09(c) sets forth each Assigned Contract with respect to which the Consent of the other party or parties thereto must be obtained by virtue of the execution and delivery of the Transactions Documents or the consummation of the Acquisition and the other transactions contemplated thereby to avoid the invalidity of the transfer of such Contract, the termination thereof, a breach, violation or default thereunder or any other change or modification to the terms thereof.

(d) Specimen patient admission agreements ("Patient Care Contracts") have been delivered to Purchasers. Except as set forth in Schedule 3.09(d), no Patient Care Contract deviates in any material respect from such specimens. All residents of each Facility or their legal representatives have executed Patient Care Contracts.

#### SECTION 3.10. Intentionally Omitted.

SECTION 3.11. Personal Property. Schedule 3.11 sets forth a brief description of each item of Personal Property with an original cost in excess of \$25,000.00, indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each item of Personal Property is in good working order, is free from any material defect and has been well maintained, and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. All leased personal property of the Business is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

SECTION 3.12. Stimulus/Relief Funds. Schedule 3.12 attached hereto contains a true, complete and correct list of (a) the type and the amount of all Stimulus/Relief Funds received by Seller, and (b) the current amount of such Stimulus/Relief Funds that have not yet been expended by Seller as of the Effective Date. As used herein, "Stimulus/Relief Funds" means any grant payments, stimulus payments, retroactive rate adjustments, credits and any and all other payments and support paid with respect to a Facility in relation to COVID-19 relief efforts, as well as other

funds related to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), CMS Accelerated and Advance Payments (“AAP”) and/or any other state or federal law providing for stimulus funding related to the COVID-19 pandemic.

SECTION 3.13. Intentionally Omitted.

SECTION 3.14. Permits. Seller possesses all certificates, licenses, permits, Medicare and Medi-Cal certifications, authorizations and approvals (other than the Licenses) (collectively, the “Permits”) required to own or hold under lease, occupy and operate the Acquired Assets and to conduct the Business as currently conducted at all locations where the Business is conducted, all of which, together with any other, are listed on Schedule 3.14. All Permits are validly held by the Seller has complied with all terms and conditions thereof. Seller has not received notice of any Proceedings relating to the violation, revocation or modification of any Permits. None of the Permits will be subject to suspension, modification, revocation or nonrenewal as a result of the execution and delivery of the Transaction Documents, the consummation of the Acquisition or the other transactions contemplated thereby.

SECTION 3.15. Insurance. Seller maintains policies of fire and casualty, liability and other forms of insurance with respect to the Acquired Assets and the Business in such amounts, with such deductibles and against such risks and losses as are, in such Seller’s judgment, which judgment is consistent with current industry practices, reasonable for the Acquired Assets and the Business and in conformity with the insurance obligations imposed on Seller under all applicable Assigned Contracts and Leases. The insurance policies maintained by Seller with respect to the Acquired Assets and the Business and certain key information relating thereto (including carriers, ratings, deductibles and co-payments) as are set forth in Schedule 3.15. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. The Business has been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. Seller has received any notice from the insurance companies that Seller is not in compliance with such insurance policies.

SECTION 3.16. Acquired Assets. The Acquired Assets (together with the Excluded Assets) comprise all the assets employed by Seller in connection with the Business. The Acquired Assets are sufficient for the conduct of Business at each applicable Facility immediately following the Closing in substantially the same manner as currently conducted. No part of the Acquired Assets has been taken or expropriated by any Governmental Entity, nor has any notice or Proceeding in respect thereof been given to Seller, threatened or commenced, nor does Seller has knowledge of any intent or proposal to give any such notice or commence any such proceedings.

SECTION 3.17. Taxes.

(a) For purposes of this Agreement:

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code (defined below) and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, bulk sales, use, real property, personal property, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, Facilities, environmental or windfall profit tax, premium, custom, duty or other tax or assessment), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity responsible for the imposition of any such tax, fee, assessment or charge (a “Taxing Authority”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a party to this Agreement being a member of an affiliated, consolidated, combined or similar group (an “Affiliated Group”) with any other corporation or other person at any time on or prior to the Closing Date, and (iii) any liability of any person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such person to indemnify any other person or of any Applicable Law regarding transferee or successor liability.

“Code” means the Internal Revenue Code of 1986, as amended.

(b) Except as set forth in Schedule 3.17, (i) Seller has filed or caused to be filed in a timely manner (within any applicable extension periods) all material Tax returns, reports and forms required to be filed by the Code or by applicable state, local or foreign Tax laws, and all such returns, reports and forms, to the extent they relate to the Acquired Assets or the Business, are complete and accurate in all material respects, (ii) all Taxes shown to be due on such returns, reports and forms have been timely paid in full or will be timely paid in full by the due date thereof, and (iii) no Tax Liens have been filed with respect to any Taxes in connection with any Acquired Assets.

(c) No claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax returns that Seller is or may be subject to taxation by that jurisdiction.

(d) To Seller’s knowledge, there is no action, suit, investigation, audit or assessment pending or proposed or threatened, with respect to Taxes in connection with the Acquired Assets or the Business.

(e) (i) all monies required to be withheld by Seller with respect to the Acquired Assets or the Business (including from employees of the Business for income Taxes and social security and other payroll Taxes) have been collected or withheld and paid to the respective Taxing Authorities, and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other person, and all Internal Revenue Service (“IRS”) Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(f) None of the Acquired Assets is properly treated as owned by persons other than Seller, as the case may be, for income Tax purposes.

(g) No “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (including any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2)) has been affected in connection with the Business.

(h) (i) Neither Seller nor any of its respective affiliates has made with respect to Seller or any assets of the Business any consent under Section 341 of the Code, (ii) none of the Acquired Assets is “tax exempt use property” within the meaning of Section 168(h) of the Code, and (iii) none of the Acquired Assets is a lease made pursuant to Section 168(f)(8) of the Code.

(i) Seller is not a “foreign person” within the meaning of Section 1445 of the Code.

SECTION 3.18. Proceedings. Schedule 3.18 sets forth a list of each pending or threatened Proceeding or claim arising out of the conduct of the Business or against or affecting any Acquired Asset or any of the Facilities with respect to which Seller has been contacted and that (a) relates to or involves more than \$25,000.00, (b) seeks any injunctive relief, or (c) relates to or may give rise to any legal restraint on or prohibition against the Transaction Documents or might constitute Seller Material Adverse Effect (as defined below). Except as set forth in Schedule 3.18, none of the Proceedings or claims listed in Schedule 3.18 as to which there is at least a reasonable possibility of adverse determination would have, if so determined, individually or in the aggregate, Seller Material Adverse Effect. Except as set forth in Schedule 3.18, there are no unasserted claims of the type that would be required to be disclosed in Schedule 3.18 if counsel for the claimant had contacted Seller that if asserted would have at least a reasonable possibility of an adverse determination. Except as set forth in Schedule 3.18, Seller is not a party or subject to or in default under any material Judgment applicable to the conduct of the Business or any Acquired Asset or Assumed Liability. Except as set forth in Schedule 3.18, to Seller’s knowledge there is no Proceeding or claim by Seller pending, or which Seller intends to initiate, against any other person arising out of the conduct of the Business. Except as set forth in Schedule 3.18, there is no pending or threatened investigation of or affecting the conduct of the Business or any Acquired Asset or Assumed Liability. “Seller Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that might (or in the case of a Proceeding or claim, if determined against Seller or any Facility), materially and adversely affect the business, financial condition or results of operations of the Business or any Facility or Seller.

SECTION 3.19. ERISA and Benefit Plans.

(a) Schedule 3.19(a) sets forth a true and complete list of all “employee pension benefit plans” (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), established, maintained or contributed to by Seller for the benefit of any officers or employees of the Business (collectively, the “Seller Pension Plans”) and all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, vacation, employment, retention, severance, medical, dental, vision, disability, death benefit, sick leave, insurance, fringe benefit or other plan, arrangement or understanding, in each case established, maintained, or contributed to by Seller or any of their affiliates for the benefit of any officers or employees of the Business (all the foregoing, including Seller Pension Plans, being herein called “Seller Benefit Plans”). None of Seller Benefit Plans is a “multiemployer plan” as defined in Section 3(37) of ERISA.

(b) Intentionally Omitted



(c) Seller Benefit Plan which is intended by its terms to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that such Seller Benefit Plan is so qualified under the Code and no circumstance exists which might cause such Seller Benefit Plan to cease being so qualified. Seller Benefit Plan complies and has been maintained in all respects in accordance with its terms and all requirements of Applicable Laws, and there has been no notice issued by any governmental authority questioning or challenging such compliance. To Seller's knowledge, there are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or involving Seller Benefit Plan or the assets of Seller Benefit Plan. Seller has liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code, or (iv) under Title IV of ERISA.

(d) No amounts related to any bonus, retirement, severance, job security or similar benefit will become payable as a result of the Closing or at any time thereafter for which any Purchasers or the New Operator will bear any liability.

SECTION 3.20. Absence of Changes or Events. Since the date of the Balance Sheet, there has not been Seller Material Adverse Effect other than changes relating to the industry in which the Business operates and not specifically relating to or disproportionately affecting the Business. Since the date of the Balance Sheet, Seller has caused the Business to be conducted in the ordinary course and in substantially the same manner as previously conducted and has made all reasonable efforts consistent with past practices to preserve the relationships of the Business with residents, patients, families of residents and patients, suppliers and others with whom the Business deals. Since the date of the Balance Sheet to the date of this Agreement, Seller has not taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.01.

SECTION 3.21. Compliance with Applicable Laws.

(a) To Seller's knowledge, the Business is in compliance in all material respects with all Applicable Laws, including those relating to occupational health and safety. Seller has not received any written communication during the past three (3) years from any person that alleges that the Business is not in compliance in any material respect with any Applicable Law. To Seller's knowledge, the current use of the plants, offices and other facilities located on each of the Premises does not violate any local zoning or similar land use or government regulations in any material respect. This Section 3.21(a) does not relate to matters with respect to Taxes, which are the subject of Section 3.17, or to environmental matters, which are the subject of Section 3.21(b).

(b) (i) Seller has not received any written communication from any person that alleges that the Business conducted at any of the Premises is not in compliance with any Environmental Law (as defined below) relating to Hazardous Materials, including the discharge and removal of Hazardous Materials, (ii) Seller holds, and is in compliance in all material respects with, all Permits required to conduct the Business under the Environmental Laws, and is in compliance in all material respects with all Environmental Laws, (iii) Seller has no knowledge of any environmental reports, audits, data and other information that disclose environmental liabilities; (iv) to Seller's knowledge, no Release (as defined below) has occurred during the term

of the ownership and occupancy of any of the Premises by Seller or at any other time; (v) to Seller's knowledge, there is no Mold (as defined below) on any of the Premises in a condition, location, or of a type which may pose a risk to human health or safety or the environment or which may result in damage to or would adversely affect or impair the value or marketability of the Acquired Assets; (vi) in connection with the conduct of the Business, Seller has not entered into or agrees to any court decree or order and are not subject to any Judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Materials (as defined below) under any Environmental Law; (vii) to Seller's knowledge, no portion of any of the Premises have ever been (x) utilized for the manufacture, use, generation, voluntary transmission, storage or presence of any Hazardous Materials, nor (y) subject to any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of Hazardous Materials; (viii) to Seller's knowledge, no asbestos or any substance containing asbestos or any other substance deemed hazardous by Environmental Laws is present on, at, in or under any of the Premises; (ix) to Seller's knowledge, no petroleum hydrocarbons have migrated on or below the surface of any portion of any of the Premises; (x) to Seller's knowledge, no portion of any of the Premises have ever been used as a landfill or, are free from any flora, fauna or other material which would materially and adversely impact any Purchaser's ownership of the Acquired Assets or impose any material obligation upon any Purchaser with respect to the removal or relocation thereof; and (xi) to Seller's knowledge, no portion of any of the Premises is subject to any existing, pending or threatened investigation by any Governmental Entity, or any remedial obligations under any Environmental Laws. To Seller's knowledge, Seller does not have any material contingent liabilities in respect of the Business in connection with any Hazardous Materials. Except as set forth on Schedule 3.21(b), to Seller's knowledge, there are no aboveground or underground storage tanks on or under any of the Premises; and Seller has delivered to Purchasers all environmental reports, audits or other environmental documents relative to any of the Premises in the possession, custody or control of Seller. The term "Environmental Laws" means any and all Applicable Laws, Judgments and Permits issued, promulgated or entered into by any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the management, Release (as such term is defined below) or threatened Release of Hazardous Materials, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and any similar or implementing state or local law, and all amendments or regulations promulgated under any of the foregoing. The term "Hazardous Materials" means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, wastes or chemicals, petroleum (including crude oil or any fraction thereof) or petroleum distillates, radon, asbestos or asbestos containing materials, Mold, and all other materials or chemicals regulated pursuant to any Environmental Law, including materials listed in 49 C.F.R. § 172.101 and materials defined as hazardous pursuant to Section 101(14) of CERCLA or any other chemical, material, or substance that may pose a hazard to the environment. The term "Mold" shall mean any mold, fungi, bacterial or microbial matter present at or in any of the Premises, including,

without limitation, building materials which is in a condition, location or a type which may pose a risk to human health or safety or the environment, may result in damage to or would adversely affect or impair the value or marketability of any of the Premises. The term “Release” means any spill, leak, emission, leaking, penetration, pumping, emptying, escape, injection, deposit, disposal, discharge, dispersal, leaching, emanation, migration or other movement of any Hazardous Materials in, into, under, onto, or through the environment (including ambient air, surface water, ground water, soils, land surface, subsurface strata or workplace).

(c) Seller has not received any written communication from any person that alleges that any Facility is in a condition requiring a Material Repair (as defined in Section 9.06(b)) and (ii) Seller has no knowledge of any condition on any of the Premises requiring a Material Repair or any Facilities condition assessments, audits, data and other information, that disclose any condition requiring a Material Repair.

(d) The occupancies and uses of any the Premises, as well as the development, construction, management, maintenance, servicing and operation of any of the Premises, comply with all Applicable Laws and are not in violation of any thereof. All certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of any of the Premises are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of any of the Premises have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor have been fully paid. Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to building use and occupancy, traffic, fire, health, sanitation, air pollution, ecological, environmental or other laws or regulations, against, or with respect to, any of the Premises.

(e) (i) Resident Records (as defined below) used or developed in connection with the Business conducted at each Facility have been maintained in accordance with all Applicable Laws governing the preparation, maintenance of confidentiality, transfer and/or destruction of such records and (ii) there is no material deficiency in the Resident Records. For the purposes of this Agreement, the “Resident Records” means all books, data and records (including electronic versions thereof) related to the operation of each Facility, including financial and accounting records, customer lists, patient lists, patient charts and care plans, family or emergency contact lists, referral source lists, regulatory surveys and reports, incident tracking reports, advertising and marketing materials and competitive analyses, all policy and procedure manuals, and all records and reports (except for such records and reports where transfer is prohibited by Applicable Law) relating to all residents or patients at each Facility.

(f) Seller has not received written notice of, or otherwise has knowledge of, any violations, Proceedings or Judgments relating to zoning laws or regulations, against, or with respect to, any of the Premises.

### SECTION 3.22. Employee and Labor Matters.

(a) Except as set forth in Schedule 3.22: (i) there is no, and during the past three (3) years there has not been any, labor strike, dispute, work stoppage or lockout pending or threatened, against or affecting the Business; (ii) no union organizational campaign is in progress

with respect to the employees of the Business and no question concerning representation of such employees exists; (iii) to Seller's knowledge, Seller is not engaged in any unfair labor practice in connection with the conduct of the Business; (iv) to Seller's knowledge, there are no unfair labor practice charges or complaints pending or threatened, before the National Labor Relations Board or any state or local labor relations board in connection with the conduct of the Business; (v) to Seller's knowledge, there are no pending, or threatened, union grievances in connection with the conduct of the Business as to which there is a reasonable possibility of adverse determination and that, if so determined, individually or in the aggregate, could reasonably be expected to have Seller Material Adverse Effect; (vi) to Seller's knowledge, there are no pending or threatened, charges in connection with the conduct of the Business against Seller or any current or former employee of the Business before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; and (vii) Seller has not received written notice during the past three (3) years of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation of or affecting the Business and no such investigation is in progress.

(b) Intentionally Omitted

(c) All accruals for unpaid wages and vacation pay for employees of the Business, have been reflected in the books and records of Seller, and Seller shall pay all of such accruals on or before the Closing.

(d) Since the enactment of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), (i) Seller has not effectuated a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Business, (iii) Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign Applicable Law, and (iv) none of Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the six (6) month period prior to the date hereof.

(e) Seller is not a party to any collective bargaining Agreement or other labor contract applicable to persons employed by it at any of the Facilities.

(f) None of the funds or other assets of Seller or any of its respective affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or Governmental Entity subject to trade restrictions under U.S. Applicable Law, including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by law (an "Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in Seller or any of their affiliates with the result that the investment in Seller or any of its respective affiliates (whether directly or indirectly) is prohibited by Applicable Law; and (c) none of the funds of Seller or any of its respective affiliates, as applicable, have been derived from any unlawful activity with the result that the investment in

Seller or any of its affiliates, as applicable (whether directly or indirectly), is prohibited by Applicable Law.

SECTION 3.23. Transactions with Affiliates. None of the Contracts set forth in Schedule 3.09 between the Business, on the one hand, and Seller or any of its respective affiliates on the other hand, will continue in effect subsequent to the Closing. After the Closing, neither Seller nor any of its respective affiliates will have any interest in any Facilities (real or personal, tangible or intangible) or Contract used in or pertaining to the Business.

SECTION 3.24. Effect of Transaction. No creditor, employee or other person having a material business relationship with the Business has informed Seller that such person intends to change such relationship because of the purchase and sale of the Business, the execution and delivery of the Transaction Documents or the consummation of any other transaction contemplated thereby.

SECTION 3.25. Disclosure. To Seller's knowledge, no representation or warranty of Seller contained in any Transaction Document, and no statement contained in any document, certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchasers or any of their representatives pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Business delivered to Purchasers were prepared on the basis of assumptions Seller reasonably believed in good faith at the time of preparation to be reasonable and Seller has no knowledge of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect.

SECTION 3.26. Intentionally Omitted.

SECTION 3.27. Rents Payable. Schedule 3.27 sets forth Seller's rents payable as of the date hereof, and such rents payable are true, complete and accurate in all material respects.

SECTION 3.28. To Seller's Knowledge. The term "to Seller's knowledge", "Seller has no knowledge" and similar phrases shall mean to the current, actual knowledge of \_\_\_\_\_, without any duty of inquiry or investigation, and no one else. \_\_\_\_\_ shall have no personal liability for the breach or alleged breach of any Seller representations or warranties made in this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby jointly and severally represent and warrant to Seller, as of the date of this Agreement and as of the Closing Date with respect to each applicable Purchaser, as follows:

SECTION 4.01. Organization, Standing and Power. Each Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power (or limited liability company power) and authority and, as of the Closing

Date, through its affiliates, possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the ability of such Purchasers to perform their obligations under the Transaction Documents or on the ability of such Purchaser to consummate the Acquisition and the other transactions contemplated thereby (a “Purchaser’s Material Adverse Effect”).

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Each Purchaser has full power and authority to execute the Transaction Documents to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated thereby. The execution and delivery by each Purchaser of the Transaction Documents to which it is, or is specified to be, a party and the consummation by such Purchasers of the Acquisition and the other transactions contemplated thereby have been duly authorized by all necessary corporate action (or limited liability company action). Each Purchaser has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the enforcement of creditor’s rights generally.

SECTION 4.03. No Conflicts; Consents. The execution and delivery by each Purchaser of this Agreement do not, and the execution and delivery by such Purchasers of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by such Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Purchasers or any of its subsidiaries under, any provision of (i) the certificate of formation or operating agreement of such Purchasers or any of its subsidiaries, (ii) any Contract to which such Purchasers or any of its subsidiaries is a party or by which any of its respective properties or assets is bound, or (iii) any Judgment or Applicable Law applicable to such Purchaser or any of its subsidiaries or its respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and could not reasonably be expected to have a Purchaser’s Material Adverse Effect. No Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to any Purchasers or any of its subsidiaries in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Acquisition or the other transactions contemplated thereby, other than (A) compliance with licensing requirements of the state health departments or equivalent (or any subdivision) or other applicable state licensing agencies of the State of California and (B) those that may be required solely by reason of the participation of Seller (as opposed to any other third party) in the Acquisition and other transactions contemplated hereby and by the Ancillary Agreements).

SECTION 4.04. Litigation. There are no (a) outstanding Judgments against any Purchasers or any of their subsidiaries, (b) Proceedings pending or, to the knowledge of any Purchasers, threatened against or affecting any Purchasers, or (c) investigations by any Governmental Entity that are, to the knowledge of any Purchasers, pending or threatened against or affecting any Purchaser or any of their subsidiaries that, in any case, individually or in the aggregate, have had or could reasonably be expected to have a Purchaser Material Adverse Effect.

SECTION 4.05. WARN Act. Operator agrees to make bona fide offers of employment (or of continuing employment) to substantially all of the existing employees of the Business at their current or higher wages and will maintain their current seniority and benefits.

## ARTICLE V COVENANTS

### SECTION 5.01. Covenants of Seller Relating to Conduct of Business.

(a) Except as otherwise expressly permitted by the terms of this Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall cause the Business to be conducted in the usual, regular and ordinary course in substantially the same manner as previously conducted (including with respect to advertising, marketing, promotions, capital expenditures and inventory levels) and use all reasonable efforts to keep intact the Business, keep available the services of the current employees of the Business and preserve the relationships of the Business with residents, patients, suppliers, licensors, licensees, distributors and others with whom the Business deals to the end that the Business shall be unimpaired at the Closing. Prior to the Closing, Seller shall not take any action that would, or that could reasonably be expected to, result in any of the conditions to the purchase and sale of the Acquired Assets set forth in Article VI not being satisfied. In addition (and without limiting the generality of the foregoing), except as otherwise expressly permitted or required by the terms of this Agreement, Seller shall not do any of the following in connection with the Business without the prior written consent of Purchasers:

(i) adopt or amend Seller Benefit Plan (or any plan that would be Seller Benefit Plan if adopted) or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other Contract with any labor organization, union or association, except in each case as required by Applicable Law;

(ii) grant to any employee of the Business any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or as may be required under existing agreements;

(iii) incur or assume any liabilities, obligations or indebtedness for borrowed money or guarantee any such liabilities, obligations or indebtedness, other than in the ordinary course of business and consistent with past practice; provided, however, that in no event shall the Business incur or assume any long-term indebtedness for borrowed money;

(iv) permit, allow or suffer any Acquired Asset to become subjected to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.06 or 3.07(e) if existing on the date of this Agreement;

(v) cancel any indebtedness that is material (individually or in the aggregate) or waive any claims or rights of substantial value;

(vi) Intentionally Omitted;

(vii) make any change in any method of accounting or accounting practice or policy other than those required or allowable by GAAP;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets (other than inventory) that are material, individually or in the aggregate, to the Business;

(ix) Intentionally Omitted;

(x) Intentionally Omitted;

(xi) Intentionally Omitted

(xii) enter into any lease or sublease of real property, except any renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiii) modify, amend, terminate or permit the lapse of any Lease of, or reciprocal easement agreement, operating agreement or other material agreement relating to, any of the Real Facilities, except modifications or amendments associated with renewals of existing Leases in the ordinary course of business and consistent with past practice, provided that each applicable Purchaser shall have the right to participate in any discussions or negotiations relating to such renewals and reasonably approve same;

(xiv) remove, or cause to be removed, any resident or patient of any Facility from such Facility other than in the ordinary course of business and consistent with past practice;

(xv) record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to any of the Premises;

(xvi) enter into any contract or Agreement with respect to the Acquired Assets or renew, extend or modify any Contract;

(xvii) take any action to terminate a managed care contract, HMO contract or provider agreement;

(xviii) take any action or omit to take such actions that would cause a material breach of any Contract; or

(xix) authorize any of, or commit or agrees to take, whether in writing or otherwise, to do any of, the foregoing actions.



(b) Notification of Changes. Seller shall promptly notify Purchasers (in accordance with Section 9.04 or via electronic mail to Abe Bak ([abe@iepcorp.com](mailto:abe@iepcorp.com)) and Alex Fenigstein ([alex@iepcorp.com](mailto:alex@iepcorp.com)), of the occurrence of any matter or event that is material to the business, assets, condition (financial or otherwise), working capital, liabilities or results of operations of the Business or any of the Facilities.

(c) Affirmative Covenants. Until the Closing, Seller shall, and shall cause its affiliates with respect to each Facility, to:

(i) maintain the Acquired Assets with respect to such Facility in the ordinary course of business in good operating order and condition, reasonable wear and tear excepted;

(ii) upon any damage, destruction or loss to any Acquired Asset with respect to such Facility, apply any and all insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Acquired Asset before such event or, if required, to such other (better) condition as may be required by Applicable Law;

(iii) maintain its level and quality of Supplies with respect to such Facility in the ordinary course in a manner consistent with its practices in place as of the date of the Balance Sheet, which in all events shall be sufficient for seven (7) days of operations;

(iv) deliver to the applicable Purchaser updated documents, information, contracts, reports, and similar items to the Documents and Information;

(v) deliver to the applicable Purchaser its monthly and quarterly financial statements within twenty-five (25) days from the end of each month;

(vi) deliver to the applicable Purchaser copies of Survey Reports, daily updates of Patient Census Information, and such other information requested by such Purchaser concerning the Business or the operations of the applicable Facility;

(vii) promptly notify the applicable Purchaser of any order of which they are aware, receipt of any violation or non-compliance with any Applicable Law or order, any threatened or pending proceeding of which they are aware by any Governmental Entity, or any claims made by any third party of which they are aware relating to such Facility, its/their operations or the Acquired Assets and promptly furnish such Purchaser with copies of any non-privileged correspondence, notices or legal pleadings in connection therewith;

(viii) maintain its Records for such Facility in accordance with current practices;

(ix) pay all Taxes and other liabilities relating to the Acquired Assets as they become due;

(x) maintain insurance policies in accordance with current practices and as legally required to do so;

(xi) conduct its business at and for the benefit of each Facility in the ordinary course, including with respect to advertising, marketing, promotions, capital expenditures, admissions and census maintenance, and inventory levels, and use all reasonable efforts to keep intact the business

operated at each of the Facilities, keep available the services of the current employees of each of the Facilities and preserve the relationships of each of the Facilities with residents, patients, suppliers, licensors, licensees, distributors and others with whom each of the Facilities deals to the end that the business operated at each of the Facilities shall be unimpaired at the Closing; and

(xii) preserve intact the Acquired Assets and file all forms and reports, at its costs and expense, necessary to maintain in effect, and not rendered or permitted to be rendered ineffective, any Governmental Entity.

(d) Consultation. In connection with the continuing operation of the Business between the date of this Agreement and the Closing, Seller shall use reasonable efforts to consult in good faith on a regular and frequent basis with the representatives for Purchasers to report material operational developments and the general status of ongoing operations pursuant to procedures reasonably requested by Purchasers or such representatives. Seller acknowledges that any such consultation shall not constitute a waiver by Purchasers of any rights they may have under this Agreement, and that no Purchaser shall have any liability or responsibility for any actions of Seller or any of its respective officers or directors with respect to matters that are the subject of such consultations.

(e) License Applications and MOTA Notices. Seller shall make its employees available to assist Purchasers and New Operator to complete, file and process such applications as may be necessary or required by any Health Care Authorities to authorize the New Operator or its designated Affiliates to operate each applicable Facility from and after the closing as a skilled nursing facility and to be certified under the Medicare and Medi-Cal programs in connection with such operations. Seller shall sign all documentation required to assign its Medicare and Medi-Cal provider agreements and deliver the same to the New Operator or its designated Affiliates. Within thirty (30) days after the Effective Date, Seller shall send written notice of the transfer of operations of each of the Facilities contemplated under this Agreement and each MOTA to all of the residents of each Facility (each, a “MOTA Notice”). Each MOTA Notice shall include all of the information required under Section 1267.61(a) of the California Health and Safety Code (the “Transfer Notice Act”). Seller shall post a copy of each applicable MOTA Notice on all entrance and exit doors of each Facility. Within thirty (30) days after the Effective Date, the New Operator shall submit to the applicable Governmental Entity any and all required change of ownership application(s) for each Facility in connection with sale of each Facility on the Closing Date.

(f) Termination of the Leases. Seller agrees to take all steps that may be required to terminate all of the Leases effective as of the Closing Date, and to provide such documentation as may be requested by the Title Company to confirm that all of the Leases have been terminated as of said date.

SECTION 5.02. No Solicitation. Seller shall not authorize or permit any officer, director or employee to directly solicit to employ an employee of the Business for a period of ninety (90) days following the Closing.

SECTION 5.03. Access to Information. Seller shall afford to Purchasers and their lenders, and to the New Operator, and its respective accountants, counsel and other representatives access, upon reasonable notice to Seller, during normal business hours during the period prior to the

Closing, to all: (i) the personnel, properties, the Facilities (including the roof, all equipment (fixed and movable) and heating and cooling systems), computer systems and vehicles; (ii) financial and operating data, records and other information (including books and records, financial statements, cost reports, inspection reports, plans of correction, current room rates (including dates and amounts of increases), census data and patient mix, payroll information, Medicare and Medi-Cal reports, employment Agreements, personnel policies, occupancy Agreements with patients, leases and Tax returns); (iii) Contracts, commitments and other documents relating to outside contractors, vendors, consultants or other outside parties and to which Seller or any Facility is now or may become a party; and (iv) any other data, records, information or document, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business. Seller shall furnish additional financial and operating data and other information, Survey Reports, Patient Census Information, in each case of or relating to the Acquired Assets, the Assumed Liabilities or the Business, as Purchasers or New Operator may from time to time reasonably request. Notwithstanding the foregoing: (a) Purchasers and New Operator shall not discuss the Acquisition with residents or personnel of any Facility, except that Purchasers or New Operator may discuss the Acquisition with certain key employees of Seller with the prior consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed; and (b) on or after the Real Estate Due Diligence Period Expiration Date, Purchasers and New Operator may complete their field work or discuss the Acquisition with personnel and residents of the Facilities upon notice to Seller.

#### SECTION 5.04. Confidentiality.

(a) It is understood and agrees by Purchasers, New Operator, and Seller that the information, documents and instruments delivered by Seller to Purchasers, New Operator or its respective agents are of a confidential and proprietary nature. Each Purchaser and the New Operator agrees that prior to the Closing that it shall maintain the confidentiality of all such information, including this Agreement, documents or instruments delivered in connection with the negotiation of this Agreement, documents obtained from any Facility and other provided information, and only disclose such to authorized officers, directors, representatives, assignees, attorneys, accountants, financial or other professional advisers, investors, lenders and agents. Notwithstanding the foregoing, Purchasers and New Operator shall have the right to communicate with all necessary Health Care Authorities with respect to this transaction and any Facility, and Seller shall have the right to disclose to the AG the content of their Agreement as necessary to obtain its consent of the sale of the Business. If a Closing does not occur with respect to any Facility, and as a condition to a return of the Deposit, if the Deposit is to be returned to Purchasers pursuant to the terms of this Agreement, Purchasers and New Operator agree to return all documents, instruments, reports and other information provided by Seller, and shall provide to Seller copies of all applications, correspondence with governmental agencies and any plans, reports, and studies obtained or developed by Purchasers relating to the Facilities, without any representation or warranty as to the accuracy or completeness thereof. In the event the Closing does not occur, the provisions of this Section 5.04 shall survive the termination of this Agreement.

#### (b) Intentionally Omitted.

#### SECTION 5.05. Reasonable Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing.

(b) Seller shall, and shall cause its respective affiliates to, in each case at their own expense, use their reasonable efforts to obtain, and the New Operator shall cooperate in obtaining, all consents or permissions from third parties necessary or appropriate to permit the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, the New Operator.

(c) Expenses; Transfer Taxes. Whether or not the Closing takes place, and except as set forth in Sections 5.05(b), Section 5.11 and Section 9.03 and Article VIII, all costs and expenses incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such expense. Without limiting the generality of this Section 5.05, Seller shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all transfer and documentary stamp taxes, excise taxes and sales taxes, if any, in connection with the Transaction Documents and/or the Closing; (iii) all title insurance for any CLTA owner's policy; and (iv) all broker's fees and commissions payable to the Broker (as defined below) in connection with the Closing. Without limiting the generality of this Section 5.05, each Purchaser shall be responsible for: (i) one-half of all escrow fees for the Closing; (ii) all recording costs incurred in connection with recording each Deed; and (iii) all title insurance premiums for any ALTA extended coverage and endorsements required by any Purchaser and all title insurance premiums for any ALTA Lender's Policy for any lender providing mortgage financing for any Purchaser's acquisition of any Facility. All other closing costs shall be paid in accordance with the prevailing custom for the closing of commercial real estate transactions in each of the counties in which a Facility is located. The parties agree that the issuance of title insurance endorsements is not a condition to the Closing. Each party shall pay all fees and expenses it has incurred in connection with obtaining the approval of any third parties necessary or appropriate to obtain the consent to permit the transfer of the Acquired Assets (including legal fees), including obtaining the approval of the California Attorney General Approval.

SECTION 5.06. Brokers or Finders. Purchasers and Seller represent, as to themselves and their affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, other than Dan Revie of Zeigler (the "Broker"), which Seller shall be responsible for paying on the Closing Date. Each party hereto agrees to indemnify, hold harmless and defend each other from any claim for a real estate brokerage commission, finder's fee, and all costs and expenses (including attorney's fees) of investigating and defending any such claims, payable to any broker or finder which such party may engage or has claimed to have engaged in connection with this transaction. The provisions of this Section 5.06 shall survive the Closing.

SECTION 5.07. Intentionally Omitted.

SECTION 5.08. "Employee Records" shall mean the names of each employee, and that employee's title, commencement date of employment, salary and employee benefits.

SECTION 5.09. Benefit Plan Matters.

(a) Except as otherwise required by the terms of any such Seller Benefit Plan or applicable law, as of the Closing Date all Transferring Employees shall cease participation in any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) sponsored or maintained by Seller and shall cease accruing benefits under any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) sponsored or maintained by such Seller.

(b) Seller shall be responsible for providing continuation coverage required under Section 4980B(f) of the Code to all of Seller’s former employees (and their covered dependents) who have elected or will elect continuation coverage under Section 4980B(f) of the Code.

(c) Seller shall pay in full at or prior to the Closing all earned and/or accrued personal, vacation and sick days and all accrued bonuses and other accrued sums due as of the Closing Date to all employees and any amounts due and owing to participants in any equity, or accrued cash bonus or incentive plan maintained by Seller. Seller shall, at its sole cost and expense, terminate, in full compliance with all Applicable Laws, all of Seller Benefit Plans as of the Closing Date and shall pay to all participants (or to such accounts as such participants shall direct) all sums accrued for the benefit of such participants in each such Seller Benefit Plan.

(d) No Transferring Employee or other current or former employee of the Business, including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. Nothing herein shall (i) be interpreted as constituting the amendment, or otherwise constituting the terms, of any employee benefit plan maintained by the New Operator or otherwise covering any Transferred Employee after the Closing Date or (ii) impairing or otherwise interfering with the New Operator’s power to amend or terminate any such plan in accordance with its terms.

SECTION 5.10. Supplemental Disclosure. Seller shall have the continuing obligation until the Closing to promptly supplement or amend the schedules with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

SECTION 5.11. Post-Closing Cooperation.

(a) Purchasers and Seller shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other, for a period of one hundred eighty (180) days after the Closing to ensure the orderly transition of the Business from Seller to the New Operator and to minimize any disruption to the Business and the other businesses of the New Operator that might result from the transactions contemplated hereby. After the Closing, upon reasonable written notice, the New Operator and Seller shall furnish or cause to be furnished to each other and their employees, counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Business (to the extent within the control of such party) with respect to such Facility(ies) as is reasonably necessary for financial reporting and accounting matters; provided, however, that the New Operator shall have the right (which may be waived at the sole discretion of the New Operator) to designate one

or more of its employees in whose absence Seller and its accountant, counsel or financial advisers may not access such information.

(b) After the Closing, upon reasonable written notice, each Purchaser and the New Operator, on the one hand, and Seller, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance (to the extent within the control of such party) relating to the Acquired Assets (including access to books and records) with respect to such Facility(ies) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Proceeding related to any Tax return, and/or the preparation of Medicare and Medi-Cal cost reports. Seller, each Purchaser, and the New Operator shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Business and/or Medicare and Medi-Cal cost reports. In the event that Seller shall after the Closing take any position in any Tax return, or reach any settlement or Agreement with respect to Taxes in an audit or other Proceeding, which is in any manner inconsistent with any position taken by Seller in any filing, settlement or Agreement made by Seller prior to the Closing and such inconsistent position (i) requires the payment by any Purchaser or the New Operator of more Taxes than would have been required to be paid had such position not been taken or such settlement or Agreement not been reached, (ii) affects the determination of useful life, basis or method of depreciation, amortization or accounting of any of the Acquired Assets or any of the properties, assets or rights of any Purchaser or the New Operator, or (iii) accelerates the time at which any Tax must be paid by a Purchaser or a New Operator, Seller shall not take such position or enter into such settlement or Agreement without the prior written consent of Purchasers and New Operator.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses, including, without limitation, accountant and attorneys' fees, incurred in assisting the other party pursuant to this Section 5.11. Neither party shall be required by this Section 5.11 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of any Purchaser, the New Operator or the Business). Any information relating to the Business received by Seller pursuant to this Section 5.11 shall be subject to Section 5.04(b).

(d) The obligations under this Section 5.11 shall survive the Closing.

**SECTION 5.12. Publicity.** No public release or announcement concerning the transactions contemplated hereby shall be issued by any party (including advisors, attorneys, consultants and lenders of such party) without the prior consent of the other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Applicable Law, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

**SECTION 5.13. Records.** Purchasers recognize that certain Records may contain incidental information relating primarily to subsidiaries or divisions of Seller other than the Business and that Seller may retain copies of the relevant portions thereof.

**SECTION 5.14. Intentionally Omitted.**

SECTION 5.15. Attorney General Approval. Seller hereby covenants and agrees that is shall apply for the Attorney General Approval on or before March \_\_\_, 2023 and thereafter diligently pursue obtaining the Attorney General Approval.

SECTION 5.16. Intentionally Omitted.

SECTION 5.17. Delivery of Supplies at Closing. At the Closing, Seller shall ensure that the Supplies at Closing at each Facility include perishable food, nonperishable food, central supplies, linen, housekeeping and other supplies, in each case, in condition, quantity and quality sufficient to meet the regular operating needs of such Facility for at least seven (7) days of operating in accordance with the policies of Seller at each Facility.

SECTION 5.18. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to the applicable Purchaser or where directed by the Purchaser, to the New Operator, such assignments, deeds, bills of sale, consents and other instruments as such Purchaser or its counsel may reasonably request as necessary or desirable for such purpose. The terms and provisions of this Section 5.18 shall survive the Closing.

SECTION 5.19. Purchase Price Allocation. Prior to the Closing Date, Purchasers shall propose to Seller an allocation of the Purchase Price (together with any liabilities assumed, and any other amounts, that are treated as purchase price for federal income Tax purposes) among the Acquired Assets according to the relative fair market values of such assets on the respective Closing Date and in accordance with Section 1060 of the Code. If the parties agree on the allocations, then the amount of such allocations for each Facility shall be set forth on Schedule 5.19 which shall be attached to this Agreement or an amendment thereto. Notwithstanding the foregoing, if the parties are unable to agree upon the foregoing allocation prior to the Closing, each of the Purchasers, on the one hand, and the Seller, on the other hand, shall adopt their own allocation and complete and execute a Form 8594 in accordance with such allocation. Seller and each Purchaser each hereby covenant and agree that none of them will take a position on any income tax return (or, unless required by law, before any Governmental Entity charged with the collection of any income tax or in any judicial tax proceeding) that is inconsistent with the terms of this Section 5.19. The terms and provisions of this Section 5.19 shall survive the Closing.

SECTION 5.20. Survey Reports, Etc. Seller shall promptly provide to Purchasers between the date of this Agreement and the Closing Date all Survey Reports filed, arising, or involving any of the Facilities.

SECTION 5.21. Termination of Transactions with Seller. Seller shall cause all of the Contracts set forth (or required to be set forth) in Section 3.09 between Seller and any of its respective affiliates on the one hand, and the Business, on the other), to be terminated prior to or at the respective Closing.

SECTION 5.22. Names Following Closing. Immediately following the Closing, Seller shall amend or terminate any certificate of assumed name or d/b/a filings so as to eliminate its right to use the names set forth in Schedule 5.22 or any names that, in the reasonable judgment of any Purchaser, is similar to any such names, and Seller shall not thereafter use those name or other names acquired by any Purchaser hereunder or names confusingly similar thereto. After the Closing, Seller shall also amend its respective articles of incorporation or articles of organization to change its name to a name not including or similar to any of the words set forth in Schedule 5.22.

SECTION 5.23. New Operator and Management and Operation Transfer Agreements.

(a) Seller acknowledges that it is each Purchaser's intention, effective at the Closing, to lease the applicable Facility to the New Operator.

(b) Seller shall enter into a Management and Operations Transfer Agreement (the "MOTA") in substantially the form attached hereto as Exhibit H with the New Operator, who intends to operate the applicable Facility from and after the Closing Date. The MOTA shall be entered into on or before the Closing Date, but shall only be effective as of the Closing Date.

(c) Any provision in this Agreement that requires an affirmative action by the New Operator shall be deemed incorporated by reference into the MOTA executed by the New Operator with respect to the Facility to be operated by the New Operator on and after the Closing Date.

(d) The New Operator shall be a third party beneficiary of this Agreement and Seller expressly acknowledges and agrees that all warranties and representations made by Seller hereunder in favor of Purchaser, are made for the benefit of the New Operator.

(e) The New Operator shall further be entitled to indemnity rights under Article VIII of this Agreement, provided, however, in no event shall Seller be required to pay both Purchaser and New Operator for the same Losses pursuant to the indemnification obligations of Seller hereunder.

SECTION 5.24. Survey Deficiencies and Out of Compliance Issues. In the event a survey by any Health Care Authority occurs prior to any Closing Date, Seller shall be fully responsible for the cost of (a) any applicable fines and penalties, (b) any cited Life Safety Code deficiencies at any of the Facilities that are required to be remedied, (c) subject to the New Operator using its reasonable best efforts to effect remedies through the use of in-house personnel and in-house consultants, the costs of third party consultants reasonably engaged by the New Operator to remedy tags or deficiencies cited by the Health Care Authority needed to return any Facility to substantial compliance with Health Care Requirements, and (d) any lost revenue suffered by the New Operator in connection with patients admitted by Seller to a Facility where Medicare or Medi-Cal payments/reimbursements are thereafter disallowed ("DPNA") or not made as a result of a Health Care Authority survey that occurred prior to the Closing Date (collectively "Deficiency Events"). If any Deficiency Events shall occur prior to any Closing Date or if any Facility is Out of Compliance (as defined in Section 8.01 below) prior to the Closing Date, the New Operator and Seller agrees to cooperate and use reasonably commercial efforts to resolve by the Closing Date the Deficiency Events or the issues causing a Facility to be Out of Compliance. With regard to



events that pre-date the Closing Date, Seller shall cooperate with the Purchaser and/or New Operator to develop a plan of correction reasonably necessary to achieve compliance (a “Plan of Correction”), and Seller shall bear the expense of (i) developing any Plan of Correction, and (ii) all consultants, materials and supplies necessary to implement the aspects of any Plan of Correction that pre-date the Closing Date. In this regard, Purchaser, the New Operator and Seller agree that Purchaser, the New Operator and Seller shall rely on internal staff of the New Operator to the fullest extent possible in developing any such Plan of Correction. However, notwithstanding the foregoing, so long as any Facility remains licensed in the name of Seller, such Seller shall retain ultimately authority to make decisions regarding, and to implement any plans of corrections or otherwise responding to any circumstances by which the Facility is Out of Compliance. Purchaser and New Operator have no obligation to close the transaction contemplated herein if a Facility is Out of Compliance, nor do Purchaser and New Operator have any obligation to assist Seller in bringing a Facility into compliance so that it is no longer Out of Compliance. The terms and provisions of this Section 5.24 shall survive the Closing.

SECTION 5.25. Intentionally Omitted.

SECTION 5.26. Stimulus/Relief Funds Compliance. Seller shall comply with all requirements placed by the agency paying or granting the same upon the receipt, use and/or repayment of any Stimulus/Relief Funds which have been, or may be, received by Seller prior to the Closing, including, without limitation, all obligations of Seller to (a) pay or repay amounts where a Governmental Entity has determined that the grant or loan was used improperly or not used at all, and (b) make any filings and reports required by any Governmental Entity in connection with such Stimulus/Relief Funds. The terms and provisions of this Section 5.26 shall survive the Closing.

ARTICLE VI  
CONDITIONS PRECEDENT

SECTION 6.01. Conditions to Each Party’s Obligation. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser and the obligation of Seller to sell the Acquired Assets to such Purchaser is subject to the satisfaction or waiver on or prior to the Closing of the following conditions:

(a) Governmental Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity necessary for the consummation of the Acquisition shall have been obtained or filed or shall have occurred, including any authorizations, healthcare licenses, consents, orders, approvals, declarations or filings necessary for the transfer of all the Assigned Licenses and Permits. To the extent the New Operator may legally operate a Facility from and after the Closing Date utilizing Seller’s Licenses and provider agreements with Medicare and Medi-Cal, they shall be permitted to do so in accordance with the provisions of the MOTA.

(b) No Injunctions or Restraints. No Applicable Law or Judgment enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of each Purchaser to purchase and pay for the Acquired Assets to be acquired by such Purchaser is subject to the satisfaction (or waiver by such Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement and the Ancillary Agreements that are qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date). Each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of such Closing, and each Purchaser shall have received a certificate signed by an authorized officer of Seller to such effect.

(c) Absence of Proceedings. There shall not be pending or threatened any Proceeding (i) challenging or seeking to restrain or prohibit the Acquisition or any other transaction contemplated by this Agreement or the Ancillary Agreements or seeking to obtain from such Purchaser or any of its subsidiaries, or from the New Operator in connection with the Acquisition any material damages, (ii) seeking to prohibit or limit the ownership or operation by such Purchaser or the New Operator, or any of their subsidiaries of any material assets (including assets of the Business), or to compel such Purchaser or any of its subsidiaries to dispose of or hold separate any material assets (including assets of the Business), in each case as a result of the Acquisition or any of the other transactions contemplated by the Transaction Documents, (iii) seeking to impose limitations on the ability of such Purchaser or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, the Acquired Assets, or (iv) seeking to prohibit or limit in any material respect the New Operator or any of their subsidiaries' effective control of the Business.

(d) Absence of Material Adverse Effect and Material Damages. (i) There shall not have occurred since the date of the Balance Sheet (i) Seller Material Adverse Effect or (ii) damages or impairment to, or destruction of, the applicable Facility or any other Acquired Asset with respect to such Facility which is valued, in such Purchaser's reasonable judgment, at more than \$100,000.00 in the aggregate.

(e) FIRPTA Certificates. Seller shall have executed, and furnished to the applicable Purchaser, a FIRPTA.

(f) Transfer Taxes. Seller shall have prepared, executed (or caused to be executed), filed and delivered to the Title Company all returns, questionnaires, applications or other documents regarding any transfer and documentary stamp taxes and sales taxes that are required to be filed by any person prior to the Closing.

(g) Consents and Releases. Each Purchaser shall have received written consents from all third parties necessary or appropriate to effect the Acquisition.

(h) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Seller under Section 2.07(a) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(a) of this Agreement.

(i) Other Documents. Seller shall have furnished to the applicable Purchaser such other documents relating to such party's corporate existence and authority (including copies of resolutions of the respective boards of directors (or a similar governing body) of such party, if applicable), absence of Liens, and such other matters as such Purchaser or its counsel or Title Company or Escrow Agent may reasonably request.

(j) Title Policy. Title Company shall be irrevocably committed to issue each Title Policy to each applicable Purchaser on the Closing Date in an aggregate amount equal to the Purchase Price and subject only to Permitted Liens.

(k) Out of Compliance. No Facility shall be Out of Compliance as of the Closing Date; provided, however, solely for the purpose of determining if this closing condition is or is not satisfied as of the Closing Date, a Facility shall not be deemed Out of Compliance because of any temporary admissions ban related to an outbreak of COVID-19 or other infectious disease at such Facility.

(l) Special Focus Facility. No Facility shall be a Special Focus Facility nor a candidate for a Special Focus Facility as of the Closing Date.

(m) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(n) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

SECTION 6.03. Conditions to Obligation of Seller. The obligation of Seller to grant, sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of each applicable Purchaser made in this Agreement and the Ancillary Agreement qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, as of the date hereof and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true, correct and complete, and those not so qualified shall be true, correct and complete in all material respects, on and as of such earlier date), in each case except for breaches as to matters that, individually or in the aggregate, could not reasonably be expected to have a Purchaser

Material Adverse Effect. Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(b) Performance of Obligations of Purchaser. Each applicable Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Purchaser by the time of the Closing, and Seller shall have received a certificate signed by an authorized officer of each applicable Purchaser to such effect.

(c) Transaction Documents. All Transaction Documents and other closing deliveries required to be made by Purchasers and/or New Operator under Section 2.07(b) of this Agreement, shall have been delivered to Escrow Agent on or before the date such deliveries are due under Section 2.07(b) of this Agreement.

(d) MOTA. The closing of the transactions contemplated under each MOTA shall occur simultaneously with the Closing under this Agreement.

(e) Attorney General Approval. Seller shall have obtained the Attorney General Approval and such Attorney General Approval does not impose any conditions on the approval that are unacceptable to Purchasers (in its reasonable determination).

(f) Board Approval. The board of directors of Seller shall have approved Seller entering into this Agreement and closing the transactions contemplated hereunder.

SECTION 6.04. Frustration of Closing Conditions. Neither any Purchaser nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as required by Section 5.05.

## ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

### SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to any Closing:

(i) by the mutual written consent of Seller and Purchasers;

(ii) by Seller if any of the conditions set forth in Sections 6.01 or 6.03 shall have become incapable of fulfillment, and shall not have been waived by Seller, so long as none of Seller is then in material breach of any of its representations, warranties, covenants or Agreements contained in this Agreement;

(iii) by Purchasers if any of the conditions set forth in Sections 6.01 or 6.02 shall have become incapable of fulfillment, and shall not have been waived by Purchasers, so long as none

of the Purchasers is then in material breach of any of its representations, warranties, covenants or Agreements contained in this Agreement;

(iv) by Purchasers pursuant to the terms and provisions of Sections 2.04, 2.05 or 2.09;

(v) by Purchasers if any action or inaction on the part of Seller renders Seller unable to deliver good, valid and marketable title to any of the Acquired Assets to the applicable Purchasers and/or New Operator; and

(vi) by Purchasers if any action or notification of an intended action by any state or federal agency adversely affects any Facility's Licenses or Medicare or Medi-Cal provider Agreement(s);

provided, however, that the party seeking termination pursuant to clause (ii) or (iii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(b) In the event of termination by Seller or Purchasers pursuant to this Section 7.01, written notice thereof shall forthwith be given to the other and the transactions contemplated by this Agreement shall be terminated, without further action by any party. If the transactions contemplated by this Agreement are terminated as provided herein:

(i) The Purchasers shall return all documents and other material received from Seller relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to Seller; and

(ii) all confidential information received by any of the Purchasers with respect to the Business shall be treated in accordance with Section 5.04 of this Agreement, which provisions shall remain in full force and effect notwithstanding the termination of this Agreement.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 7.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 2.05 (e) relating to the obligations of Purchasers to indemnify Seller, (ii) Section 5.04 relating to the obligation of Purchasers to keep confidential certain information and data obtained by it from Seller, (iii) Sections 5.05 and 9.03 relating to certain expenses, (iv) Section 5.06 relating to finder's fees and broker's fees, (v) Section 7.01 and this Section 7.02 and (vi) Section 5.12 relating to publicity. Nothing in this Section 7.02(a) shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. If this Agreement is terminated in full pursuant to clauses (i), (ii) (for any reason other than a default by Purchasers), (iii), (iv), (v), or (vi) of Section 7.01(a), then the Deposit, plus all interest accrued thereon, shall be returned to Purchasers, provided that Purchasers have complied with the provisions of Section 5.04(a) are satisfied.

SECTION 7.03. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing Purchasers, on the one hand, or Seller, on the other hand, may waive compliance by the

other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

## ARTICLE VIII INDEMNIFICATION

### SECTION 8.01. Indemnification by Seller

(a) Seller shall indemnify, defend and protect each Purchaser, the New Operator and its respective affiliates and its respective officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (collectively, the “Losses”), as incurred (payable promptly upon written request), arising from, in connection with or otherwise with respect to:

(i) any breach of any representation or warranty of Seller that is contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith (it being agreed and acknowledged by the parties that for purposes of each Purchaser’s and New Operator’s right to indemnification pursuant to this Section 8.01 the representations and warranties of Seller shall be deemed not qualified by any references therein to materiality generally or to whether or not any breach results or may result in Seller Material Adverse Effect);

(ii) any breach of any covenants of Seller contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith;

(iii) any Excluded Liability;

(iv) any fees, expenses or other payments incurred or owed by or claimed through Seller to any brokers, financial advisors or comparable other persons retained or employed by Seller in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, including, without limitation, any fees payable to the Broker in connection with the Closing; and

(v) any out-of-pocket expenses incurred by Purchaser or New Operator (including, without limitation, fees payable to any third-party consultants or professionals that Purchaser or New Operator deem reasonably necessary or appropriate, to restore any Facility into substantial compliance to the extent any Facility was Out of Compliance (hereinafter defined) as of the Closing Date), any applicable fines, penalties, damages and lost revenue arising either as a result of (i) Purchaser and New Operator electing to close notwithstanding a Facility having been Out of Compliance, or (ii) any Facility being Out of Compliance after the Closing as a result of acts, omissions or occurrences occurring prior to the Closing Date. “Out of Compliance” means (A) a finding by a Governmental Entity of one or more deficiencies at any Facility at a “level G” or above in either (x) its most recent standard or complaint survey that has not found to have been corrected such that such Facility is found to be in “substantial compliance” with applicable Health Care Requirements by the applicable Governmental Entity or (y) any prior survey that includes a finding which requires a resurvey which resurvey has not taken place with a finding that the applicable Facility was in substantial compliance; (B) a finding by a Governmental Entity that any Facility has deficiencies that have caused or are likely to cause serious harm, injury, impairment or death if not immediately rectified to resident health and safety that has not found to have been

corrected by the applicable Governmental Entity; (C) a recommendation by a Health Care Authority to the Centers for Medicare and Medicaid Services (“CMS”) or other Governmental Entity for the imposition against any Facility of civil monetary penalties, or the imposition of same by CMS; and/or (D) a denial of any Facility’s right to admit patients or to receive Medicare or Medi-Cal payments or reimbursements for existing patients or for new admissions, at any Facility; and

(vi) any claim by any Governmental Entity, third party payor, RAC audit, ZPIC audit, or any claim of recapture by the Centers for Medicare and Medicaid Services, the U.S. Office of Inspector General or any other Governmental Entity with respect to an alleged Medicare or Medi-Cal overpayment for periods relating prior to the Closing Date, including, without limitation, with respect to any Stimulus/Relief Funds received by any of Seller.

(b) Except as otherwise specifically provided in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, each Purchaser acknowledges that its sole and exclusive monetary remedy after the Closing with respect to any and all claims relating to this Agreement, the Ancillary Agreements, any documents delivered in connection herewith or therewith, the Acquisition and the other transactions contemplated hereby and thereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article VIII.

#### SECTION 8.02. Indemnification by Purchasers and New Operator.

(a) Each Purchaser, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of any Purchaser contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of any Purchaser contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, or (iii) any fees, expenses or other payments incurred or owed by Purchaser Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing.

(b) The New Operator, jointly and severally, shall indemnify, defend and protect Seller, its affiliates, officers, directors, employees, stockholders, members, managers, partners, agents, attorneys and representatives against, and agrees to hold them harmless from, any Loss, as incurred (payable promptly upon written request), for or on account of or arising from or in connection with or otherwise with respect to (i) any breach of any representation or warranty of New Operator contained in any Transaction Document or in any document delivered in connection herewith or therewith, (ii) any breach of any covenants of the New Operator contained in this Agreement, in any Ancillary Agreement or in any document delivered in connection herewith or therewith, (iii) any fees, expenses or other payments incurred or owed by the New Operator to any brokers, financial advisors or other comparable persons retained or employed by it in connection

with the transactions contemplated by this Agreement or by any Ancillary Agreement, other than any fees payable to the Broker in connection with the Closing and (iv) any Assumed Liability.

SECTION 8.03. Calculation of Losses. The amount of any Loss for which indemnification is provided under this Article VIII shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss and shall be increased to take account of any Tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder.

SECTION 8.04. Termination of Indemnification. The obligations to indemnify and hold harmless any party, (i) pursuant to Section 8.01(a)(i) or 8.02(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 8.06 and (ii) pursuant to the other clauses of Sections 8.01 and 8.02 shall not terminate; provided, however, that, with respect to clause (i), such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim pursuant to Section 8.05 to the party to be providing the indemnification.

SECTION 8.05. Procedures.

(a) Third Party Claims. In order for a party (the “indemnified party”) to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim made by any person against the indemnified party (a “Third Party Claim”), such indemnified party must notify the indemnifying party in writing of the Third Party Claim with reasonable promptness following receipt by such indemnified party of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the indemnified party shall deliver to the indemnifying party, with reasonable promptness following the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an indemnified party, the indemnifying party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party; provided, however, that such counsel is reasonably satisfactory to the indemnified party. If the indemnifying party so elects to assume the defense of a Third Party Claim, the indemnifying party shall not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party, it being understood that the indemnifying party shall control such defense. The indemnifying party shall be liable for the fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof. If the indemnifying party chooses to defend or prosecute a Third Party Claim, all the indemnified parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying party’s request) the provision to the indemnifying party of records and



information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying party assumes the defense of a Third Party Claim, the indemnified party shall agree to any settlement, compromise or discharge of such Third Party Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Third Party Claim, which releases the indemnified party completely in connection with such Third Party Claim and that would not otherwise adversely affect the indemnified party. The assumption by an indemnifying party of a Third Party Claim shall conclusively establish that such Third Party Claim is within the scope of and subject to indemnification hereunder. Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the indemnified party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party or (ii) the indemnifying party is also a person against whom the Third Party Claim is made and the indemnified party determines in good faith that joint representation would be inappropriate.

(c) Other Claims. In the event any indemnified party has a claim against any indemnifying party under Section 8.01 or 8.02 that does not involve a Third Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party. Subject to Sections 8.04 and 8.06, the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under Section 8.01 or 8.02, except to the extent that the indemnifying party demonstrates that it has been materially prejudiced by such failure. If the indemnifying party does not notify the indemnified party within ten (10) calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under Section 8.01 or 8.02, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party under Section 8.01 or 8.02 and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

(d) Escrow Funds. All claims for Losses for which indemnification of Purchaser or New Operator is provided under this Section 8 shall be made first against the Escrow Funds under the terms of the Escrow Indemnity Agreement. On the fourth anniversary of the Closing Date (the "Release Date"), the balance of the Escrow Fund then on deposit with Escrow Agent shall be released to Seller, less the amount of outstanding unresolved claims by Purchaser or New Operator on or before the Release Date, which amounts shall be retained by the Escrow Agent to be held and invested by it under the terms of Escrow Indemnity Agreement until such claims are finally resolved and then disbursed in accordance with the terms of the Escrow Indemnity Agreement.

(e) Survival. The indemnification obligations of the parties under this Article VIII shall survive the Closing.

SECTION 8.06. Survival of Representations and Covenants.

(a) The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive the Closing for one (1) year following the Closing.

ARTICLE IX  
GENERAL PROVISIONS

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Purchaser, New Operator or Seller (including by operation of law in connection with a merger or consolidation of any Purchaser New Operator or Seller) without the prior written consent of the other parties hereto, which consent, may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, each Purchaser may without having to obtain the prior written consent of Seller (a) assign its rights hereunder, including its right to purchase the Acquired Assets or any portion thereof, or delegate the performance of any of its obligations hereunder, to one or more subsidiaries or affiliates of such Purchaser or any corporation, partnership, limited liability company, business trust or other entity owned, managed or controlled by, directly or indirectly, Abraham Bak and/or Menachem Gastwirth, (b) assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, and (c) assign its rights to indemnity, in whole or in part, to any purchaser of all or any portion of the Business or to the New Operator; provided, however, that no assignment shall limit or affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. Except as provided in Article VIII and as expressly provided herein with respect to the New Operator, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 9.03. Attorneys' Fees. A party in breach of this Agreement shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal, accounting, consulting and expert witness fees and expenses, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 9.04. Intentionally Omitted.

SECTION 9.05. Notices. All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (i) telecopy, receipt confirmed, or (ii) PDF via electronic mail (e-mail), or (iii) nationally-recognized overnight courier service (e.g., Federal

Express), or (iv) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (A) in the case of (ii) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (i), (iii) or (iv) herein, (B) in the case of (iii) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (C) in the case of (iv) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.05.

(i) if to Purchasers, to:

c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice):

Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and [steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

(ii) if to Seller, to:

Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

SECTION 9.06. Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Recitals, and all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“Affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, “control” or “controlled” means the possession of the power, directly or indirectly, to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means all agreements and instruments executed and delivered in connection with this Agreement.

“including” means including, without limitation.

“Material Repairs” means non-cosmetic repairs or replacements to any Facility that are structural in nature or involve the electrical, mechanical, fire, life, safety or HVAC systems at any Facility or their roofs or involve environmental remediation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Health Care Authority, or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.

“Transaction Documents” means this Agreement together with the Ancillary Agreements.

SECTION 9.07. Authorship. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 9.08. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Executed copies of this Agreement may be delivered by telecopier, email,

DocuSign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 9.09. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.10. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) any state court located in Sacramento County, California, and (b) the United States District Court for the Eastern District of California, for the purposes of any suit, action or other proceeding arising out of this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each of Purchasers and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Eastern District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court located in Sacramento County, California. Each of Purchasers and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in California with respect to any matters to which it has submitted to jurisdiction in this Section 9.11. Each of Purchasers and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, any Ancillary Agreement or the transactions contemplated hereby and thereby in (i) any state court located in Sacramento County, California, or (ii) the United States District Court for the Eastern District of California, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

SECTION 9.13. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Ancillary Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and

(b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the Ancillary Agreements, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.13.

SECTION 9.14. Patriot Act Representations. Seller and each Purchaser hereby represents and warrants that it is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Seller and each Purchaser also represents and warrants that neither it nor its constituents or Affiliates are in violation of any Applicable Law relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Seller and each Purchaser hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all Losses arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

SECTION 9.15. Business Day. If any day or date herein falls on a non-business day, then such day or date shall automatically be extended to the next business day. The term “Business Day” means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in Sacramento, California are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

**SELLER:**

**Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation**

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

\_\_\_\_\_

**PURCHASER:**

ESCROW AGENT SIGNATURE PAGE

Accepted and agrees to:

**ESCROW AGENT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## LIST OF EXHIBITS AND SCHEDULES

Exhibits “A-1” through “A-3”	-	Legal Description
Exhibit “B”	-	Form of Deed
Exhibit “C”	-	Form of Bill of Sale
Exhibit “D”	-	Form of New Operator Bill of Sale
Exhibit “E”	-	Form of Assignment of Contracts
Exhibit “F”	-	Escrow Indemnity Agreement
Exhibit “G”	-	Intentionally Omitted
Exhibit “H”	-	Form of MOTA
Exhibit “I”	-	Form of Joinder Agreement
Schedule “1”	-	Facilities and Seller
Schedule 1.02(b)	-	Excluded Assets
Schedule 1.04(c)	-	Transfer Costs
Schedule 2.03	-	Documents and Information
Schedule 2.04	-	Required Operations Due Diligence Materials
Schedule 3.04	-	Financial Statements
Schedule 3.05(b)	-	Bed Count
Schedule 3.05(f)	-	Survey Deficiencies
Schedule 3.05(g)	-	Health Care Proceedings
Schedule 3.05(j)	-	Accounts Receivable Liens
Schedule 3.05(n)	-	Audits, Cost Reports and Recoupment Efforts
Schedule 3.05(u)	-	Leases
Schedule 3.05(z)	-	Room Size Waivers
Schedule 3.06	-	Liens on Assets (Other than Real Property)

Schedule 3.07(a)	-	Other Real Property Interests
Schedule.3.07(e)	-	Liens on Real Facilities
Schedule 3.08	-	Intentionally Omitted
Schedule 3.09	-	Contracts
Schedule 3.09(c)	-	Contracts Requiring Consent for Assignment
Schedule 3.09(d)	-	Patient Care Contracts
Schedule 3.11	-	Personal Property
Schedule 3.12	-	Stimulus/Relief Funds
Schedule 3.14	-	Permits
Schedule 3.15	-	Insurance
Schedule 3.17	-	Taxes
Schedule 3.18	-	Proceedings
Schedule 3.19(a)	-	Seller Pension Plans
Schedule 3.21(b)	-	Aboveground and Underground Storage Tanks
Schedule 3.22	-	Employee and Labor Matters
Schedule 3.27	-	Rents Payable
Schedule 5.19	-	Purchase Price Allocation
Schedule 5.22	-	Names

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF FAIR OAKS FACILITIES**

TRACT TWO: (Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd., Fair Oaks, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "A" as shown on the Parcel Map entitled "Portion of SE ¼ of Sect. 1, T. 9 N., R. 6 E., M.D.B.& M.", filed in the office of the Recorder of Sacramento County; California, on May 21, 1980, in Book 57 of Parcel Maps, Map No. 40.

APN: 233-0142-048-0000

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF SACRAMENTO FACILITIES**

TRACT THREE: (Eskaton Care Center Greenhaven, 455 Florin Road, Sacramento, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled "Portion of Projected Sections 33 & 34, T. 8 N., 4 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County; California, on May 19, 1977, in Book 32 of Parcel Maps, Map No. 17.

APN: 030-0730-002-0000

### EXHIBIT A-3

#### LEGAL DESCRIPTION OF CARMICHAEL FACILITIES

TRACT ONE: (Eskaton Care Center Manzanita, 5318 Manzanita Ave., Carmichael, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 9 North, Range 6 East, M.D.B. & M., as described as follows:

BEGINNING at the Northwest corner of that certain 20.00 acre tract of land designated "Tract No. 1", as shown on the "Peck Ranch Subdivision", recorded in Book 2 of Surveys, Map No. 37, records of said County, said corner being a point on the East line of Manzanita avenue; thence from said point of beginning along the East line of Manzanita Avenue, and along the East boundary line of the survey and subdivision of Rancho Del Paso, the official plat of which is recorded in Book A of Surveys, Map No. 94, records of said County, North 01 degree 04' East, 330.00 feet; thence parallel to the North line of said Tract 1 North 89 degrees 56' East, 377.99 feet; thence Parallel to the East line of said Manzanita Avenue, South 01 degrees 04' West, 330.00 feet to a point on the North line of said Tract 1; thence along said North line South 89 degrees 56' West, 377.99 feet to the point of beginning;

TOGETHER WITH

All that portion of Section 4, Township 9 North Range 6 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Southerly line of Ellerslee Drive, a public road 52.00 feet in width, from which the Northwest corner of Lot 105, as said Lot is shown so designated on the "Plat of Merrihill Unit No. 2" recorded in Book 46 of Maps, Map No. 33, records of said County, bears North 88 degrees 35' 40 degrees East, 18.57 feet; thence from said point of beginning South 00 degrees 46' 30" East, 329.98 feet; thence South 82 degrees 00' 30" West, 6.00 feet; thence North 00 degrees 46' 30" West, 330.00 feet to a point on the Southerly line of said Ellerslee Drive; thence Northeasterly, along the Southerly line of said Ellerslee Drive, curving to the right on an arc of 1551.49 feet radius said arc being subtended by a chord bearing North 88 degrees 07' 50" East, 6.60 feet to the point of beginning.

As shown on that certain Certificate of Compliance recorded in Document No. 202203280858, of Official Records.

APN: 232-0074-007-0000

**EXHIBIT B**  
**FORM OF DEED**

Recording Requested By  
and  
When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Mail Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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Above Space for Recorder's Use Only

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX in \_\_\_\_\_ County is \$ \_\_\_\_\_ and the City  
of \_\_\_\_\_ tax is: \$ \_\_\_\_\_.

computed on full value of Facilities conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of \_\_\_\_\_

A.P.N.: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), the real property in the County of Sacramento, State of California described on Exhibit "A" attached hereto and

incorporated herein by reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized.

DATED: \_\_\_\_\_, 202\_\_

Eskaton Properties, Incorporated  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION**



**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

## EXHIBIT C

### FORM OF BILL OF SALE

#### BILL OF SALE

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “Purchaser”).

#### RECITALS:

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 202\_\_, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller has agrees to sell, transfer, convey, assign and deliver certain assets to Purchaser with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that Purchaser is in possession of an instrument vesting title in Purchaser to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

#### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the Purchaser and respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** All of Seller’s right, title and interest in and to all tangible personal Facilities and interests therein, including all machinery, equipment, computer systems, furniture, furnishings and vehicles, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Facility and/or used in connection with the conduct of business at the Facility; and

**(b)** All rights, claims and credits to the extent relating to the Acquired Assets or any Assumed Liability, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption

insurance) and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of the Acquired Assets or any Assumed Liability.

3. Representations. Seller hereby covenants to and with the Purchaser that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever alleged to have arisen prior to the date of this Bill of Sale.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration, take such additional actions and duly execute and deliver to Purchaser and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to Purchaser and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to Purchaser and its affiliates, and their successors and assigns, and shall be binding upon Purchaser and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

**SELLER:**

Eskaton Properties, Incorporated  
a California nonprofit public benefit corporation

**EXHIBIT D**  
**FORM OF NEW OPERATOR BILL OF SALE**  
**BILL OF SALE**

**THIS BILL OF SALE** (“Bill of Sale”) is made as of \_\_\_\_\_, 202\_, by Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, (the “Seller”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (the “New Operator”).

**RECITALS:**

**A.** Pursuant to a certain Asset Purchase Agreement (the “Purchase Agreement”) dated \_\_\_\_\_, 2023, by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agrees to sell, transfer, convey, assign and deliver to New Operator certain assets with respect to that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).

**B.** In order that New Operator is in possession of an instrument vesting title in New Operator to certain of the assets being acquired by it, Seller desires to execute and deliver this Bill of Sale.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

**1. Defined Terms.** Words whose initial letters are capitalized are defined terms. Unless otherwise defined in this Bill of Sale, such terms shall have the same meaning as that ascribed to them in the Purchase Agreement.

**2. Transferred Assets.**

**2.1 Acquired Assets.** Effective as of 12:00:01 a.m., Eastern Time, on the date of this Bill of Sale, Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto the New Operator and its respective successors and assigns, to have and to hold, for its own use forever free and clear of all liens, pledges, charges and encumbrances of any nature whatsoever, all of Seller’s rights, title and interest under, in and to the following assets with respect to the Facility (collectively, the “Acquired Assets”):

**(a)** Seller’s Medicare Provider Agreement for the Facility, to be effective upon the date CMS provides written notice to Purchaser and/or New Operator and to Seller’s intermediary that the change of ownership from Seller to Purchaser and/or New Operator has been completed and New Operator has been certified as the holder of Seller’s Medicare and Medi-Cal provider numbers. New Operator shall be entitled to use the Medicare and Medi-Cal provider numbers for billing purposes on or after the date of this Bill of Sale.

- (b) The Assigned Licenses and Permits;
- (c) The Supplies;
- (d) The Assigned Intellectual Property;
- (e) The Goodwill; and
- (f) The Records.

3. Representations. Seller hereby covenants to and with the New Operator that:

- (a) the Acquired Assets are free from all claims, liens and encumbrances;
- (b) Seller has good right and title to sell and transfer the Acquired Assets;
- (c) Seller will warrant and defend the Acquired Assets against all lawful claims and demands whatsoever.

4. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of New Operator and without further consideration, take such additional actions and duly execute and deliver to New Operator and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to any of the Acquired Assets in or to New Operator and its successors and assigns.

5. Benefit. This Bill of Sale shall inure to New Operator and its affiliates, and their successors and assigns, and shall be binding upon New Operator and its affiliates and their successors and assigns.

6. No Modification to Purchase Agreement. This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be executed on their behalf, as of the date first written above.

SELLER:

Eskaton Properties, Incorporated, a California  
nonprofit public benefit corporation

## EXHIBIT E

### FORM OF ASSIGNMENT OF CONTRACTS

#### ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS

**THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNED CONTRACTS** (this “Agreement”) is made as of the \_\_\_\_ of \_\_\_\_\_, 202\_ (the “Effective Date”), Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“New Operator”).

#### RECITALS:

- A.** Pursuant to a certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the “Purchase Agreement”) by and among Seller (as defined in the Purchase Agreement) and Purchasers (as defined in the Purchase Agreement), Seller agrees to sell, transfer, convey, assign and deliver to \_\_\_\_\_ (“Purchaser”) certain assets associated with that certain skilled nursing facility located at \_\_\_\_\_ (the “Facility”).
- B.** Effective as of the Closing Date, Purchaser has leased the Facility to New Operator.
- C.** Pursuant to the Purchase Agreement, Seller agrees to assign, to the fullest extent legally assignable, to New Operator, and New Operator agrees to assume certain contracts.

#### AGREEMENT:

**NOW, THEREFORE,** the parties hereby agree as follows:

- 1. ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to New Operator, its successors and assigns, all of Seller’s right, title and interest to the contracts set forth on Exhibit “A” (the “Assigned Contracts”).
- 2. ASSUMPTION OF THE ASSIGNED CONTRACTS.** New Operator hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to New Operator, its successors and assigns, of all of Seller’s right, title and interest to the Assigned Contracts and hereby assumes Seller’s obligations and liabilities under the Assigned Contracts arising on or after the Effective Date (the “Assumed Obligations”).
- 3. MISCELLANEOUS PROVISIONS.**
- (a)** Seller and New Operator agrees, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order to more effectively vest in New Operator all of Seller’s rights, titles and interests, in and to the Assigned Contracts, and to evidence New Operator’s assumption of the Assumed Obligations, or to otherwise carry out the provisions of this Agreement.

(b) All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and its respective successors and assigns.

(c) Any word whose initial letter is capitalized is a defined term. Unless such term is defined herein, it shall have the same meaning as that attributed to such term in the Purchase Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

*[Signatures on the Following Page]*



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

Eskaton Properties, Incorporated, a California nonprofit  
public benefit corporation

**NEW OPERATOR:**

Exhibit "A"  
Assigned Contracts

ned Contracts

## EXHIBIT F

### ESCROW INDEMNITY AGREEMENT

### ESCROW INDEMNITY AGREEMENT

THIS ESCROW INDEMNITY AGREEMENT (this "Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and among \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "BUYER" and \_\_\_\_\_ a \_\_\_\_\_, hereinafter referred to as "SELLER", and \_\_\_\_\_, sometimes hereinafter referred to as "ESCROW AGENT".

WHEREAS, SELLER and its affiliates and BUYER are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 202\_ (the "Purchase Agreement") pursuant to which SELLER and its affiliates have agreed (subject to the terms, conditions and limitations set forth therein) to sell to BUYER and BUYER has agreed (subject to the terms, conditions and limitations set forth therein) to purchase from SELLER and its affiliates, certain assets of SELLER and its affiliates', including but not limited to the real property and improvements on which certain skilled nursing facilities are operated, as well as contracts, licenses, furniture, fixtures, equipment and leases with which and under which the above described skilled nursing facility is operated, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, SELLER and its affiliates are required to deposit \$ \_\_\_\_\_ with the ESCROW AGENT, to fund SELLER and its affiliates' indemnity obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BUYER and SELLER do hereby appoint ESCROW AGENT to be and act as escrow agent, and ESCROW AGENT hereby accepts its appointment to hold in an escrow account (hereinafter referred to as the "Escrow Account") the Escrow Funds upon the terms and conditions as set forth in this Agreement. As used herein, the terms "Escrow Funds" shall mean funds in the amount of \$ \_\_\_\_\_, to be deposited by SELLER with ESCROW AGENT on or before the "Closing Date" (as defined in the Purchase Agreement). Any income earned thereon shall be paid to Seller.

2. The SELLER may from time to time direct ESCROW AGENT to invest the Escrow Funds in their sole discretion for the benefit of the SELLER in "Permitted Investments" at "Eligible Institutions", as defined below, so long as the Escrow Account maintains a balance of at least \$ \_\_\_\_\_, less any amounts paid to the BUYER. The ESCROW AGENT shall not be responsible for any investment charges or service fees, or for any loss, diminution in value or failure to achieve a greater profit as a result of such investment or investment charges or service fees. The term "Eligible Institution" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1+" by S&P,

“P-1” by Moody’s and “F-1+” by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s). The term “Permitted Investments” shall mean the investments outlined in Schedule 1 attached hereto.

3. The ESCROW AGENT shall hold the Escrow Funds, if and when received by it, in accordance with the terms of this Agreement. The Escrow Funds shall be paid in accordance with written instructions executed by BUYER in accordance with the provisions of Section 8.05(d) of the Purchase Agreement. The ESCROW AGENT shall not be responsible for any delay in the electronic wire transfer of funds.

4. Any funds remaining in the Escrow Account on \_\_\_\_\_ 1, 202\_\_ that are not subject to indemnity claims by the BUYER shall be distributed to the SELLER.

5. In the event of any disagreement between BUYER and SELLER resulting in conflicting instructions to, or adverse claims or demands upon the ESCROW AGENT with respect to the release of the Escrow Funds, the ESCROW AGENT shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and in so refusing the ESCROW AGENT shall not release the Escrow Funds, or make any other disposition of the Escrow Account. The ESCROW AGENT shall not be or become liable in any way to BUYER or SELLER for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by BUYER and SELLER or (b) shall have finally been determined in a court of competent jurisdiction. Additionally, at its discretion the ESCROW AGENT may proceed with filing an interpleader action. Upon depositing the Escrow Funds with a court of competent jurisdiction, the ESCROW AGENT shall be released from any further obligation, responsibility or liability under this Agreement. In addition, the ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney’s fees that are incurred in connection with filing the interpleader action.

6. It is understood and agreed by the parties to this Agreement as follows:

(a) The ESCROW AGENT is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed.

(b) The ESCROW AGENT has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Account, other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The SELLER and BUYER hereby agree, jointly and severally, to indemnify and hold harmless the ESCROW AGENT from and against all costs, damages, judgment, reasonable attorney’s fees, expenses, obligations, and liabilities of any kind or nature, which ESCROW AGENT in good faith may incur or sustain in connection with this Agreement. The

ESCROW AGENT shall not be liable for any actions taken or omitted by it in good faith and may rely upon, and act in accordance with the advice of its counsel without liability on its part for any action taken or omitted in accordance with such advice.

(d) The ESCROW AGENT may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, telegram, cablegram or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

(e) The ESCROW AGENT shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by BUYER or SELLER and indemnified to the ESCROW AGENT'S satisfaction against the cost and expense of such defense. If any such legal proceeding is instituted against it, the ESCROW AGENT agrees promptly to give notice of such proceeding to BUYER and SELLER. The ESCROW AGENT shall not be required to institute legal proceedings of any kind.

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have, either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the ESCROW AGENT, and only to the extent expressly therein set forth. A waiver by the ESCROW AGENT under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.

(g) The ESCROW AGENT may resign as such hereunder by giving thirty (30) days written notice hereof to BUYER and SELLER. Within ten (10) days after receipt of such notice, BUYER and SELLER shall furnish to the ESCROW AGENT written instructions for the release of the Escrow Funds. If the BUYER and SELLER fail to furnish the written instructions within the ten (10) day period, the ESCROW AGENT may petition any court of competent jurisdiction for the appointment of a successor ESCROW AGENT and, upon such appointment, deliver the Escrow Funds to such successor. By doing so, the ESCROW AGENT shall not incur any liability to any Party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, ESCROW AGENT shall be entitled to be reimbursed out of the Escrow Funds for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

7. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, telecopier, telex or registered mail, return receipt requested, to the parties hereto at the addresses show below, or at such other address as any of them may designate by notice to each of the others:

(a) If to BUYER at:

---

\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(b) If to the ESCROW AGENT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(c) If to SELLER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

All notices, instructions or certificates, given hereunder to the ESCROW AGENT, shall be effective upon receipt by the ESCROW AGENT. All notices given hereunder by the ESCROW AGENT shall be effective and deemed received upon personal delivery, or, if mailed, five (5) calendar days after mailing by the ESCROW AGENT, postage prepaid, certified mail, return receipt requested.

8. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

10. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. The execution of this Agreement by facsimile signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile document shall thereafter execute and deliver to the other party an original instrument, effective as of the date of the facsimile instrument, as soon as reasonably possible thereafter.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
To Escrow Indemnity Agreement

**Permitted Investments**

The term “Permitted Investments” means any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the first Business Day of each month following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures; obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(c) federal funds, unsecured certificates of deposit, time deposits, bankers’ acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short term obligations of which at all times are rated in the highest short term rating category by two (2) of the rating agencies (or, if not rated by all rating agencies, rated by at least one (1) rating

agency in the highest short term rating category and otherwise acceptable to each other rating agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(d) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short term obligations of which at all times are rated in the highest short term rating category by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in the highest short term rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(e) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity;

(f) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency and otherwise acceptable to each other rating agency in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause must (A) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity; and

(g) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely

in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each rating agency (or, if not rated by all rating agencies, rated by at least one (1) rating agency for money market funds).

**EXHIBIT G**  
**Intentionally Omitted**

**EXHIBIT H**  
**FORM OF MOTA**

**EXHIBIT I**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

For valuable consideration, \_\_\_\_\_ hereby joins in the foregoing Asset Purchase Agreement, dated as of the Effective Date (the “APA”), by and among \_\_\_\_\_, collectively as the “Seller”, and \_\_\_\_\_, collectively as the “Purchasers”, in the capacity of a “New Operator” as referenced in the APA with respect to the Facility located at \_\_\_\_\_ (the “New Operator Facility”). Capitalized terms used herein and not otherwise defined shall have the same meanings set forth in the APA.

The undersigned New Operator hereby accepts upon itself those obligations of the “New Operator” as set forth in the APA with respect to the New Operator Facility and hereby agrees to assume said obligations and to be bound by same.

**NEW OPERATOR**

\_\_\_\_\_

**SCHEDULE 1**

**FACILITIES AND SELLER**

<b>Facility:</b>	<b>Seller:</b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Boulevard Fair Oaks, CA 95628	
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	
Eskaton Care Center Manzanita 5318 Manzanita Avenue Carmichael, CA 95608	



**SCHEDULE 1.02(b)**

**EXCLUDED ASSETS**

**SCHEDULE 1.04(c)**

**TRANSFER COSTS**

**SCHEDULE 2.03**

**DOCUMENTS AND INFORMATION**

## **SCHEDULE 2.04**

### **REQUIRED OPERATIONS DUE DILIGENCE MATERIALS**

- 1) Explanations as to the background and history of PL/GL insurance loss run claims of: (a) 1005070; (b) 1005350; and (c) 1005676.
- 2) List and status of any pending litigation not yet shown on any of the insurance loss runs.
- 3) Most recent Workers Compensation Mod Rate.
- 4) Loss runs for the last five (5) years on all property insurance policies.

**SCHEDULE 3.04**  
**FINANCIAL STATEMENTS**

**SCHEDULE 3.05(b)**

**BED COUNT**

**SCHEDULE 3.05(f)**  
**SURVEY DEFICIENCIES**

**SCHEDULE 3.05(g)**  
**HEALTH CARE PROCEEDINGS**



**SCHEDULE 3.05(j)**  
**ACCOUNTS RECEIVABLE LIENS**

**SCHEDULE 3.05(n)**

**AUDITS, COST REPORTS AND RECOUPMENT EFFORTS**

**SCHEDULE 3.05(u)**

**LEASES**

**SCHEDULE 3.05(z)**  
**ROOM SIZE WAIVERS**

**SCHEDULE 3.06**

**LIENS ON ASSETS (OTHER THAN REAL PROPERTY)**

**SCHEDULE 3.07(a)**  
**OTHER REAL PROPERTY INTERESTS**

**SCHEDULE 3.07(e)**  
**LIENS ON REAL PROPERTY**

**SCHEDULE 3.08**  
**INTELLECTUAL PROPERTY**



**SCHEDULE 3.09**

**CONTRACTS**

**SCHEDULE 3.09(c)**

**CONTRACTS REQUIRING CONSENT FOR ASSIGNMENT**

**SCHEDULE 3.09(d)**  
**PATIENT CARE CONTRACTS**

**SCHEDULE 3.11**  
**PERSONAL PROPERTY**

**SCHEDULE 3.12**  
**STIMULUS/RELIEF FUNDS**

**SCHEDULE 3.14**

**PERMITS**

**SCHEDULE 3.15**

**INSURANCE**

**SCHEDULE 3.17**

**TAXES**



**SCHEDULE 3.18**

**PROCEEDINGS**

**SCHEDULE 3.19(a)**  
**SELLER PENSION PLANS**

**SCHEDULE 3.21(b)**

**ABOVEGROUND AND UNDERGROUND STORAGE TANKS**

**SCHEDULE 3.22**

**EMPLOYEE AND LABOR MATTERS**

**SCHEDULE 3.27**  
**RENTS PAYABLE**

**SCHEDULE 5.19**  
**PURCHASE PRICE ALLOCATION**

**SCHEDULE 5.22**

**NAMES**

**SECTION 999.5(d)(1)(B)**

**10) DRAFT Eskaton Guaranty dated March 17, 2023**



## GUARANTY

THIS GUARANTY (this “**Guaranty**”) is made as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by ESKATON, a California nonprofit public benefit corporation, (the “**Guarantor**”), in favor of 11300 FAIR OAKS BOULEVARD, LLC, a California limited liability company, 455 FLORIN ROAD, LLC, a California limited liability company, 5318 MANZANITA AVENUE, LLC, a California limited liability company (each, a “**Purchaser**” and collectively, the “**Purchasers**”), \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_ (each, a “**New Operator**” and collectively, the “**New Operators**”), and each of their respective successors and assigns, with reference to the following:

### RECITALS:

**WHEREAS**, Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“**Seller**”) and Purchaser are parties to that certain Asset Purchase Agreement, dated as of \_\_\_\_\_, 2023 (the “**APA**”), pursuant to which Purchaser agreed to purchase from Seller all of the Acquired Assets (as defined in the APA).

**WHEREAS**, pursuant to the terms and provisions of Article VIII of the APA, Seller has agreed to indemnify, defend, protect and hold harmless each of the Purchaser Indemnified Parties for certain Losses (as each such term is defined in the APA), as more particularly described and set forth in Section 8.01 of APA (collectively, the “**Seller Indemnity Obligations**”).

**WHEREAS**, Purchaser would not have agreed to close the transactions contemplated under the APA without Guarantor’s agreement to guaranty the Seller Indemnity Obligations.

**WHEREAS**, capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the APA.

**WHEREAS**, Guarantor is an affiliate of Seller, and Guarantor will benefit from the closing of the transactions contemplated under the APA.

**NOW, THEREFORE**, as an inducement to Purchasers and New Operators to close the transactions contemplated under the APA, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

## ARTICLE I NATURE AND SCOPE OF GUARANTY

**1.1 Guaranty of Obligations.** Guarantor hereby irrevocably and unconditionally guarantees to the Purchaser Indemnified Parties all of the payment and performance obligations and liabilities of Seller under Article VIII of the APA with respect to the Seller Indemnity Obligations in accordance with the terms and provisions of Article VIII of the APA (collectively, the “**Guaranteed Obligations**”).

**1.2 Nature of Guaranty.** This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and not a guaranty of collection. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligations arising or created after any attempted revocation by Guarantor and after Guarantor's death (in which event this Guaranty shall be binding upon such Guarantor's estate and such Guarantor's legal representatives and heirs). The fact that at any time or from time to time the Guaranteed Obligations may be increased or reduced shall not release or discharge the obligation of Guarantors to any of the Purchaser Indemnified Parties with respect to the Guaranteed Obligations. This Guaranty may be enforced by any of the Purchaser Indemnified Parties and any of their respective successors and/or assigns and shall not be discharged by the assignment of all or part of their rights under the APA. This Guaranty is independent of the obligations of Seller under the APA.

**1.3 Obligations Not Reduced by Offset.** The Obligations and the liabilities and obligations of Guarantor to Purchaser hereunder, shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Seller, or any other party, against any of the Purchaser Indemnified Parties or against payment of any of the Guaranteed Obligations, whether such offset, claim or defense arises in connection with any of the Guaranteed Obligations (or the transactions creating any of the Guaranteed Obligations) or otherwise.

**1.4 Payment by Guarantor.** If all or any part of the Guaranteed Obligations shall not be punctually paid when due, whether at demand, maturity, acceleration or otherwise, Guarantor shall, immediately upon demand by any of the Purchaser Indemnified Parties, and without presentment, protest, notice of protest, notice of non-payment, notice of intention to accelerate the maturity, notice of acceleration of the maturity, or any other notice whatsoever, pay in lawful money of the United States of America, the amount due on the Guaranteed Obligations to Purchasers at their address as set forth herein. Such demand(s) may be made at any time coincident with or after the time for payment of all or part of the Guaranteed Obligations, and may be made from time to time with respect to the same or different Guaranteed Obligations. Such demand shall be deemed made, given and received in accordance with the notice provisions hereof.

**1.5 No Duty to Pursue Others.** It shall not be necessary for any of the Purchaser Indemnified Parties (and Guarantor hereby waives any rights which Guarantor may have to require any of the Purchaser Indemnified Parties), in order to enforce the obligations of Guarantor hereunder, first to (a) institute suit or exhaust its remedies against Seller or others liable for the Guaranteed Obligations or any other person, (b) enforce any of the Purchaser Indemnified Parties' rights against any collateral which shall ever have been given to secure the Guaranteed Obligations, (c) enforce any of the Purchaser Indemnified Parties' rights against any other guarantors of the Guaranteed Obligations, (d) join Seller or any others liable on the Guaranteed Obligations in any action seeking to enforce this Guaranty, (e) exhaust any remedies available to any of the Purchaser Indemnified Parties against any collateral which shall ever have been given to secure the Guaranteed Obligations, or (f) resort to any other means of obtaining payment of the Guaranteed Obligations. None of the Purchaser Indemnified Parties shall be required to mitigate damages or take any other action to reduce, collect or enforce the Guaranteed Obligations.

**1.6 Waivers.** Guarantor hereby waives notice of (a) acceptance of this Guaranty, (b) any amendment or extension of the APA, (c) the occurrence of any breach or default by Seller under the APA, (d) any Purchaser's and/or any New Operator's assignment of their rights under the APA, or any part thereof, (e) sale or foreclosure (or posting or advertising for sale or foreclosure) of any collateral for the Guaranteed Obligations, (f) protest, proof of non-payment or default by Seller, and (g) any other action at any time taken or omitted by any of the Purchaser Indemnified Parties, and, generally, all demands and notices of every kind in connection with this Guaranty and the APA.

**1.7 Payment of Expenses.** In the event that Guarantor should breach or fail to timely perform any provisions of this Guaranty, Guarantor shall, immediately upon demand by any of the Purchaser Indemnified Parties, pay any attorneys' fees, court costs and other costs and expenses incurred by any of the Purchaser Indemnified Parties under this Guaranty and/or under the APA in connection with enforcing their rights under this Guaranty and the APA, respectively, with respect to the Seller Indemnity Obligations. The covenant contained in this Section shall survive the payment and performance of the Guaranteed Obligations.

**1.8 Effect of Bankruptcy.** In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, any of the Purchaser Indemnified Parties must rescind or restore any payment, or any part thereof, received by any of the Purchaser Indemnified Parties in satisfaction of the Guaranteed Obligations, as set forth herein, any prior release or discharge from the terms of this Guaranty given to Guarantor by Purchasers and New Operators shall be without effect, and this Guaranty shall remain in full force and effect. It is the intention of Seller and Guarantor that Guarantor's obligations hereunder shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

**1.9 Waiver of Subrogation, Reimbursement and Contribution.** Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby unconditionally and irrevocably waives, releases and abrogates any and all rights it may now or hereafter have under any agreement, at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of any of the Purchaser Indemnified Parties), to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Seller, any other guarantor or any other party liable for payment of any or all of the Guaranteed Obligations for any payment made by Guarantor under or in connection with this Guaranty or otherwise; provided, however, that after the Guaranteed Obligations have been paid in full to the Purchaser Indemnified Parties and the Purchaser Indemnified Parties' rights thereto are indefeasible under all laws, including without limitation all bankruptcy, insolvency or other laws, rules, regulations or orders affecting the rights of creditors, or any proceeding affecting Seller or any other party, then, and only in that event, Guarantor shall have the right to claim or seek contribution, indemnification or other form of reimbursement from Seller, any other guarantor or any other party liable for payment of the Guaranteed Obligations.

**ARTICLE II**  
**EVENTS AND CIRCUMSTANCES NOT REDUCING**  
**OR DISCHARGING GUARANTOR'S OBLIGATIONS**

Guarantor hereby consents and agrees to each of the following, and agrees that Guarantor's obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and waives any common law, equitable, statutory or other rights (including, without limitation, rights to notice) which Guarantor might otherwise have as a result of or in connection with any of the following:

**2.1 Modifications.** Any renewal, extension, increase, modification, alteration or rearrangement of all or any part of the Guaranteed Obligations, the APA or any other document, instrument, contract or understanding between Seller, Purchasers and New Operators or any other parties, pertaining to the Guaranteed Obligations or any failure of any Purchaser and/or any New Operator to notify any Guarantor of any such action.

**2.2 Adjustment.** Any adjustment, indulgence, forbearance or compromise that might be granted or given by any of the Purchaser Indemnified Parties to Seller or any other guarantor.

**2.3 Condition of Seller or Guarantor.** The insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of Seller, Guarantor or any other party at any time liable for the payment of all or part of the Guaranteed Obligations; or any dissolution of Seller or Guarantor, or any sale, lease or transfer of any or all of the assets of Seller or Guarantor, or any changes in the shareholders, partners or members of Seller or Guarantor; or any reorganization of Seller or Guarantor.

**2.4 Invalidity of Obligations.** The invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations, for any reason whatsoever, including without limitation the fact that (a) the Guaranteed Obligations, or any part thereof, exceeds the amount permitted by law, (b) the act of creating the Guaranteed Obligations or any part thereof is ultra vires, (c) the officers or representatives of Seller executing the APA or otherwise creating the Guaranteed Obligations acted in excess of their authority, (d) the Guaranteed Obligations violate applicable usury laws, (e) Seller having valid defenses, claims or offsets (whether at law, in equity or by agreement) which render the Guaranteed Obligations wholly or partially uncollectible from Seller, (f) the creation, performance or repayment of the Guaranteed Obligations (or the execution, delivery and performance of any document or instrument representing part of the Guaranteed Obligations or executed in connection with the Guaranteed Obligations, or given to secure the repayment of the Guaranteed Obligations) is illegal, uncollectible or unenforceable, or (g) Seller's signature to the APA has been forged or otherwise is irregular or not genuine or authentic, it being agreed that Guarantor shall remain liable hereon regardless of whether Seller or any other person is found not liable on the Guaranteed Obligations or any part thereof for any reason.

**2.5 Release of Obligors.** Any full or partial release of the liability of Seller of the Guaranteed Obligations, or any part thereof, or of any co-guarantors, or any other person or entity now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and

severally, to pay, perform, guarantee or assure the payment of the Guaranteed Obligations, or any part thereof, it being recognized, acknowledged and agreed by Guarantor that Guarantor may be required to pay the Guaranteed Obligations in full without assistance or support of any other party, and Guarantor has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding or agreement that other persons will be liable to pay or perform the Guaranteed Obligations, or that any of the Purchaser Indemnified Parties will look to other persons to pay or perform the Guaranteed Obligations.

**2.6 Other Collateral.** The taking or accepting of any other security, collateral or guaranty, or other assurance of payment, for all or any part of the Guaranteed Obligations.

**2.7 Release of Collateral.** Any release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral, property or security at any time existing in connection with, or assuring or securing payment of, all or any part of the Guaranteed Obligations.

**2.8 Care and Diligence.** The failure of any of the Purchaser Indemnified Parties or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of such collateral, property or security, including, but not limited, to any neglect, delay, omission, failure or refusal of any of the Purchaser Indemnified Parties (a) to take or prosecute any action for the collection of any of the Guaranteed Obligations, (b) to foreclose, or initiate any action to foreclose, or, once commenced, prosecute to completion any action to foreclose upon any security therefor, or (c) to take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Obligations.

**2.9 Unenforceability.** The fact that any collateral, security, security interest or lien contemplated or intended to be given, created or granted as security for the repayment of the Guaranteed Obligations, or any part thereof, shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other security interest or lien, it being recognized and agreed by Guarantor that Guarantor is not entering into this Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the collateral for the Guaranteed Obligations.

**2.10 Offset.** Any existing or future right of offset, claim or defense of Seller against any of the Purchaser Indemnified Parties, or any other person, or against payment of the Guaranteed Obligations, whether such right of offset, claim or defense arises in connection with the Guaranteed Obligations (or the transactions creating the Guaranteed Obligations) or otherwise.

**2.11 Merger.** The reorganization, merger or consolidation of Seller into or with any other corporation, limited liability company or entity.

**2.12 Preference.** Any payment by Seller to any of the Purchaser Indemnified Parties is held to constitute a preference under bankruptcy laws or for any reason any of the

Purchaser Indemnified Parties is required to refund such payment or pay such amount to Seller or someone else.

**2.13 Other Actions Taken or Omitted.** Any other action taken or omitted to be taken with respect to the APA, the Guaranteed Obligations, or the security and collateral therefor, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to pay the Guaranteed Obligations pursuant to the terms hereof, it is the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to pay the Guaranteed Obligations when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, whether contemplated or un contemplated, and whether or not otherwise or particularly described herein, which obligation shall be deemed satisfied only upon the full and final payment and satisfaction of the Guaranty Obligations.

### **ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS**

Guarantor hereby represents, warrants and covenants to Purchaser as follows:

**3.1 Benefit.** Guarantor is an affiliate of Seller, and has received, or will receive, direct or indirect benefit from the making of this Guaranty with respect to the Guaranteed Obligations.

**3.2 Familiarity and Reliance.** Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of the Seller and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations; however, Guarantor is not relying on such financial condition or the collateral as an inducement to enter into this Guaranty.

**3.3 No Representation By Purchaser.** Neither any of the Purchaser Indemnified Parties nor any other party has made any representation, warranty or statement to Guarantor in order to induce the Guarantor to execute this Guaranty.

**3.4 Guarantor's Financial Condition.** As of the date hereof, and after giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is, and will be, solvent, and has and will have assets which, fairly valued, exceed its obligations, liabilities (including contingent liabilities) and debts, and has and will have property and assets sufficient to satisfy and repay its obligations and liabilities. Guarantor hereby covenants and agrees that from and after the Effective Date it shall not take any of the following actions without the prior written consent of Purchasers and New Operators (which consent may be granted or withheld in Purchasers' and New Operators' sole and absolute discretion): (a) sell all or substantially all of its assets; (b) take any other action that would have a material adverse effect on the Guarantor's ability to pay any of its liabilities or perform any of its obligations under this Guaranty; or (c) take any Bankruptcy Action. For purposes hereof, the term "**Bankruptcy Action**" shall mean any of the following: (i) the event of a filing by or against Guarantor of a petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief, unless, in the case of a petition filed against Guarantor, the same is dismissed within sixty (60) days; (ii) if Guarantor shall admit in writing its inability to pay its debts

generally as they become due; (iii) if Guarantor is adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, with or without the consent of Guarantor, a receiver of Guarantor or of the whole or substantially all of its property; or (iv) if Guarantor makes any general assignment for the benefit of creditors.

**3.5 Financial Statements.** All statements respecting the financial condition of Guarantor which have been furnished to Purchasers and New Operators (a) are or shall be accurate and complete in all respects as of the dates appearing thereon; (b) present or shall present fairly the financial condition and results of operations of the person to whom the financial statement applies as of the dates and for the periods shown on such statements; (c) disclose or shall disclose all suits, actions, proceedings and contingent liabilities materially affecting the person to whom the financial statement applies; and (d) since the last date covered by the financial statements which have been furnished to the Purchasers and the New Operators through the Effective Date, there has been no material adverse change in the financial condition of Guarantor. Guarantor hereby covenants and agrees that it shall deliver to Purchasers and New Operators: (i) financial statements for Guarantor for Guarantor's most recent fiscal year within ninety (90) days after the close of each fiscal year; and (ii) the most recent federal income tax returns for Guarantor within thirty (30) days after the date on which such returns are filed by Guarantor. All financial information and statements provided by Guarantor to Purchasers and New Operators shall be certified to be true and correct by an officer or manager of Guarantor.

**3.6 Legality.** The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereunder do not, and will not, contravene or conflict with any law, statute or regulation whatsoever to which Guarantor is subject or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which Guarantor is a party or which may be applicable to Guarantor. This Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, arrangement or other laws of general application relating to the enforcement of creditors' rights and general principles of equity.

**3.7 Survival.** All representations, warranties and covenants made by Guarantor herein shall survive the execution hereof.

#### **ARTICLE IV INTENTIONALLY OMITTED**

#### **ARTICLE V MISCELLANEOUS**

**5.1 Waiver.** No failure to exercise, and no delay in exercising, on the part of any of the Purchaser Indemnified Parties, any right hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of Purchaser Indemnified Parties hereunder shall be in addition to all other rights provided by law. No modification or waiver of any provision of this Guaranty, or consent to any departure therefrom, shall be effective unless in writing and no such

consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

**5.2 Notices.** All notices or other communications required or permitted hereunder shall be addressed to the respective parties at the address set forth below, in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by (a) telecopy, receipt confirmed, or (b) PDF via electronic mail (e-mail), or (c) nationally-recognized overnight courier service (e.g., Federal Express), or (d) United States mail, certified, and postage fully prepaid, return receipt requested, and in each case (except as expressly set forth below) shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, provided that (i) in the case of (b) above, either (x) the other party (or its counsel) acknowledges receipt thereof by return e-mail, or (y) an additional notice is sent pursuant to clause (a), (c) or (d) herein, (ii) in the case of (c) above, notice shall be deemed received one (1) business day after deposit with such nationally recognized overnight courier service, and (iii) in the case of (d) above, notice shall be deemed received five (5) business days after deposit with the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section 5.2.

To Purchasers: c/o International Equity Partners, Inc.  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606  
Attention: Abraham Bak  
Email: [abe@iepcorp.com](mailto:abe@iepcorp.com)

with a copy to (which shall not constitute notice): Fenigstein & Kaufman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attention: S. Jack Fenigstein and Steven Rosenfeld  
Email: [jack\\_fenigstein@fenkauf.com](mailto:jack_fenigstein@fenkauf.com) and  
[steven\\_rosenfeld@fenkauf.com](mailto:steven_rosenfeld@fenkauf.com)

To New Operators: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attention: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

with a copy to (which shall not constitute notice): Sternshein Legal Group LLP  
5316 E. Chapman Avenue  
Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)



To Guarantor: Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

with a copy to (which shall not constitute notice):

Hefner Law  
2150 River Plaza Drive, Ste. 450  
Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

A party may change its address or its attorney address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

**5.3 Governing Law.** This Guaranty shall be governed in accordance with the laws of the State of California and the applicable law of the United States of America.

**5.4 Invalid Provisions.** If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Guaranty, unless such continued effectiveness of this Guaranty, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

**5.5 Amendments.** This Guaranty may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced.

**5.6 Parties Bound; Assignment; Joint and Several.** This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that Guarantor may not, without the prior written consent of Purchasers and New Operators, which consent may be granted or withheld in Purchasers' and New Operators' sole and absolute discretion, assign any of his/her rights, powers, duties or obligations hereunder. If Guarantor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

**5.7 Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Guaranty.

**5.8 Recitals.** The recitals and introductory paragraphs hereof are a part hereof, form a basis for this Guaranty and shall be considered *prima facie* evidence of the facts and documents referred to therein.

**5.9 Counterparts.** To facilitate execution, this Guaranty may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Guaranty to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Executed copies of this Guaranty may be delivered by telecopier, email, Docusign or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**5.10 Rights and Remedies.** If Guarantor becomes liable for any indebtedness owing by Seller to any of the Purchaser Indemnified Parties with respect to the Seller Indemnity Obligations, by endorsement or otherwise, other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby and the rights of each of the Purchaser Indemnified Parties hereunder shall be cumulative of any and all other rights that any of the Purchaser Indemnified Parties may ever have against the Guarantor. The exercise by any of the Purchaser Indemnified Parties of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy. If Guarantor shall become liable for any of the Guaranteed Obligations, then and in that event, each Purchaser, each New Operator and each of their respective agents, accountants and attorneys shall have the right upon prior written notice, to examine and audit, during reasonable business hours, the records, books, management and other papers or records of Guarantor which pertain to their financial condition at any office regularly maintained by Guarantor where the books and records are located. Each Purchaser, each New Operator and each of their respective agents shall have the right upon notice to make copies and extracts from the foregoing records and other papers.

**5.11 Entirety.** This Guaranty embodies the final and entire agreement of Guarantor, Purchasers and New Operators with respect to Guarantor's guaranty of the Guaranteed Obligations and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof. This Guaranty is intended by Guarantor, Purchasers and New Operators as a final and complete expression of the terms of the guaranty, and no course of dealing between Guarantor, Purchasers and New Operators, no course of performance, no trade practices, and no evidence of prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Guaranty. There are no oral agreements among Guarantor, Purchasers and New Operators.

**5.12 Waiver of Right To Trial By Jury. TO THE FULLEST EXTENT PERMITTED BY LAW, GUARANTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS GUARANTY, THE APA, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN**

**CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GUARANTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PURCHASER AND EACH NEW OPERATOR ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GUARANTOR.**

**5.13 Reinstatement in Certain Circumstances.** If at any time any payment of the Guaranteed Obligations paid by Seller with respect to the Seller Indemnity Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Seller or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment has been due but not made at such time.

## **ARTICLE VI ADDITIONAL WAIVERS**

**6.1 Waivers.** Guarantor hereby waives and agrees not to assert or take advantage of any defense based upon:

(a) The incapacity, lack of authority, death or disability, insolvency, bankruptcy, or dissolution of Seller, any other guarantor or any other person or entity.

(b) The failure of any of the Purchaser Indemnified Parties to commence an action against Seller or any other guarantor or to proceed against or exhaust any security held by any of the Purchaser Indemnified Parties at any time or to pursue any other remedy whatsoever at any time.

(c) Lack of notice of default, demand of performance or notice of acceleration to Seller, any other guarantor or any other party with respect to the Guaranteed Obligations.

(d) The consideration for this Guaranty.

(e) Any acts or omissions of any of the Purchaser Indemnified Parties that vary, increase or decrease the risk on Guarantor.

(f) Any statute of limitations affecting the liability of Guarantor hereunder, the liability of Seller or Guarantor under the APA, or the enforcement hereof, to the extent permitted by law.

(g) Intentionally Omitted.

(h) Any of the Purchaser Indemnified Parties' election, in any proceeding instituted under the United States Bankruptcy Code (as amended, the "**Bankruptcy Code**"), of the application of Section 1111(b) (2) of the Bankruptcy Code or any successor statute.

(i) Any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code.

(j) An election of remedies by any of the Purchaser Indemnified Parties, even though that election of remedies, such as a nonjudicial foreclosure (or UCC sale) with respect to security (whether such security is real property or personal property), for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against any other guarantor by the operation of any applicable laws or otherwise.

(k) Any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal.

(l) Any defense based on principles of guaranty or suretyship law that would otherwise operate to impair or diminish the liability of Guarantor.

(m) Any claim or other rights which Guarantor may now have or hereafter acquire against Seller or any other guarantor of all or any of the obligations of Guarantor hereunder that arise from the existence or performance of Guarantor's obligations under this Guaranty or the APA, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, any right to participate in any claim or remedy of any of the Purchaser Indemnified Parties against Seller or any collateral which any of the Purchaser Indemnified Parties now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from Seller, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights.

(n) Any duty on the part of any of the Purchaser Indemnified Parties to disclose to Guarantor any facts any of the Purchaser Indemnified Parties may now or hereafter know about Seller, regardless of whether any of the Purchaser Indemnified Parties has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that Guarantor is fully responsible for being and keeping informed of the financial condition of Seller and of all circumstances bearing on the risk of nonperformance of any obligations hereby guaranteed.

(o) Any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Seller.

(p) Any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Seller or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind, now or hereafter provided for by any statute or rule of law.

(q) Any claim Guarantor might otherwise have against any of the Purchaser Indemnified Parties by virtue of any of the Purchaser Indemnified Parties' invocation of any right, remedy or recourse permitted it hereunder, under the APA or otherwise available at law or equity.

(r) Any failure, omission, delay or lack on the part of any of the Purchaser Indemnified Parties or Seller to enforce, assert or exercise any right, power or remedy conferred on any of the Purchaser Indemnified Parties or Seller in this Guaranty and/or the APA, or any action on the part of any of the Purchaser Indemnified Parties granting a waiver, indulgence or extension to Seller or Guarantor.

(s) Any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets of Seller, marshaling of assets or liabilities, receiverships, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Seller or any of its assets, or the disaffirmance of the APA in any such proceeding.

**6.2 Additional California Waivers.** Without in any manner limiting the generality of the foregoing, to the extent that California law applies to this Guaranty, Guarantor hereby waives:

(a) Any and all rights of subrogation, reimbursement, indemnification, contribution and/or any other rights and benefits available to a guarantor under the provisions of Sections 2787 to 2855, inclusive, 2899 and 3433 of the California Civil Code, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, and any similar or analogous statutes of California or any other jurisdiction. Guarantor also hereby waives any right it might otherwise have under California Civil Code Section 2822 or similar law or otherwise to have Seller designate the portion of any such obligation to be satisfied in the event that any of the Purchaser Indemnified Parties obtains partial satisfaction of such obligation; and

(b) Any right to a fair value hearing with respect to any property or any collateral under California Code of Civil Procedure Section 580a or otherwise to determine the size of any deficiency of the Guaranteed Obligations following a trustee's sale with respect to any property or any collateral.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**Signature page – Guaranty**

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

**GUARANTOR:**

ESKATON,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 999.5(d)(1)(B)**

**11) Limited Liability Company Operating Agreement for  
11300 Fair Oaks Boulevard dated February 21, 2023**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
11300 FAIR OAKS BOULEVARD, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
11300 FAIR OAKS BOULEVARD, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

This Limited Liability Company Operating Agreement (the “Agreement”), dated effective as of February 21, 2023, is entered into by Abraham Bak, Menachem Gastwirth (together, the “Managers”), and those persons set forth on Schedule “A” attached hereto and incorporated herein (hereinafter, the “Member” or the “Members”) with reference to the Recitals set forth below:

**RECITALS:**

WHEREAS, the Members have formed a limited liability company (the “Company”) pursuant to the provisions of the California Revised Uniform Limited Liability Company Act as set forth in Title 2.6 (commencing with Section 17701.01) of the Corporations Code of the State of California (as it may be amended from time to time, the “Act”);

WHEREAS, the parties hereto wish to confirm the organization of the Company upon the terms set forth herein.

In consideration of the covenants and the promises made herein, the parties hereto agree, as follows:

1. **FORMATION**

1.1 **Organization.**

The Company was formed as a limited liability company pursuant to the Act. The parties hereto agree that, from and after the date hereof, the existence, organization, and management of the Company shall in all respects be governed by the terms of this Agreement.

1.2 **Name of the Company.**

The name of the Company is **11300 FAIR OAKS BOULEVARD, LLC.**

1.3 **Purpose.**

The Company is organized solely to acquire, own, finance, lease, improve, develop, manage and/or sell the leasehold and/or fee interest in that certain real property improved with a skilled nursing facility thereon at 11300 Fair Oaks Boulevard, Fair Oaks, California, 95628 (the “Facility”), and to engage in such other activities and businesses that are necessary and/or incidental to the foregoing purposes.

1.4 Term.

The term of the Company commenced on February 21, 2023, and shall continue in perpetuity, unless and until terminated as provided in this Agreement or the Act.

1.5 Principal Place of Business.

The Company's principal place of business shall be located at 6442 Coldwater Canyon Avenue, Suite 100, North Hollywood, California 91606, or at any other place in the State of California which the Managers may determine.

1.6 Resident Agent.

The name and address of the Company's initial resident agent in the State of California is Fenigstein & Kaufman, 1900 Avenue of Stars, Suite 2300, Los Angeles, California 90067.

2. MEMBERS, CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS

2.1 Member(s) of the Company/Membership Interests.

Each Member shall own a percentage of the Company ("Percentage Interest") equal to the percentage set forth opposite the Member's name below, as adjusted from time to time in accordance with this Agreement and the Act. The initial Percentage Interest shall be:

<u>Member</u>	<u>Percentage Interest</u>
E3 Acquisition, LLC	100%

Reference in this Agreement to a "Member's Interest" or "Membership Interest" shall mean a Member's entire interest in the Company, including its right to its share of the Company's profits, losses and distributions, the right to vote or participate in management, as provided below, and the right to receive information concerning the business and affairs of the Company.

2.2 Capital Contributions of the Members.

Upon signing this Agreement, the Member(s) have contributed, or will contribute the amount set forth opposite their respective names on Schedule "A" attached hereto (their "Initial Capital Contribution").

2.3 Additional Capital Contributions.

2.3.1 Subject to any limitations set forth in the Member's Operating Agreement, the Member(s) may be required to make additional Capital Contributions to the

Company if the Managers unanimously determine that the Company requires additional funding for operating expenses and capital expenditures in addition to the Initial Capital Contributions. Each Member shall then contribute the additional capital required in proportion to the Members' Initial Capital Contributions to the Company.

2.3.2 Prior to requiring additional capital contributions, the Managers shall first make every reasonable effort to obtain for the Company's benefit third party loans to fund such requirements.

#### 2.4 Capital Account.

A Capital Account shall be maintained for each Member. The Capital Account for each Member shall be equal to such Member's Initial Capital Contribution increased by (i) cash and the fair market value of any property subsequently contributed to the Company by such Member (net of liabilities assumed or taken subject to by the Company) and (ii) such Member's allocable share of profits and income and gains, and decreased by (a) cash and the fair market value of property distributed to such Member, (b) such Member's allocable share of losses and expenses, (c) such Member's allocable share of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code of 1986 ("IRC"); and notwithstanding the above, further adjusted as required to comply with Treasury Regulations §1.704-1(b)(2)(iv). Each Member shall have a single Capital Account which shall reflect all capital interests of such Member (regardless of class or time of acquisition).

#### 2.5 No Interest on Capital.

No interest will be paid to the Members on capital contributions or on Capital Account balances.

#### 2.6 Return of Capital.

Except as otherwise specifically provided herein, no time has been agreed upon for the Contributions of the Members to be returned to them. No Member has the right to demand and receive property other than cash in return for that Member's capital contributions.

#### 2.7 Admission of Additional Members.

Subject to any limitations set forth in the Member's Operating Agreement, additional Members may be admitted to the Company only with the prior written consent of the Managers, which may be given or withheld in their sole and unfettered discretion. As a condition to the addition of a new Member pursuant to this Section, the new Member shall execute and acknowledge such instruments, in the form and substance satisfactory to the Managers, as the Managers may deem necessary or desirable to effectuate the admission of the additional Member, and to confirm the agreement of the person or entity being admitted to be bound by all of the terms and provisions of this Agreement. The instruments executed by the new Member shall set forth the Capital Contribution to be made by him. The name(s), address(es), Capital Contribution(s), and Percentage Interest(s) of the additional Member(s), together with any applicable adjustments

to the Percentage Interests of the existing Members, shall be set forth on Schedule "A" attached hereto, as amended from time to time by the Managers.

### 3. MEMBERSHIP CERTIFICATES

#### 3.1 Certificate of Membership Interest.

The Membership Interest in the Company may be represented by a certificate of membership. The exact contents of a certificate of membership may be determined by the Managers but shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued, shall be impressed with the Company seal or a facsimile thereof, and shall be signed by all the Members of the Company. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of California as a limited liability company, the name of the Person to whom issued, the date of issue, and the Percentage Interest represented thereby as of the date of issue. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the Membership Interests shall be set forth in full or summarized on the face or back of the certificates which the Company shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any holder of the Membership Interests upon request without charge.

#### 3.2 Cancellation of Certificate of Membership Interest.

All certificates of membership surrendered to the Company for transfer shall be canceled and no new certificates of membership shall be issued in lieu thereof until the former certificates for a like number of Membership Interests shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

#### 3.3 Replacement of Lost, Stolen, or Destroyed Certificate.

Any Member claiming that his certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Managers of the Company, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the Company not exceeding an amount double the value of the Membership Interests as represented by such certificate (the necessity for such bond and the amount required to be determined by the Managers), a new certificate may be issued of the same tenor and representing the same Percentage Interest as were represented by the certificate alleged to be lost, stolen, or destroyed, subject to adjustment in the event the Percentage Interest of the said Member has been adjusted pursuant to the terms of this Agreement.

### 4. DEFINITIONS

For purposes of this Agreement, the following terms are defined as follows:

4.1 The “Accounting Period” of the Company will be from January 1 to December 31, unless another fiscal year is selected by the Managers and permission to change to such other fiscal year is granted by the Internal Revenue Service.

4.2 “Affiliate” means a Person directly or indirectly controlling, controlled by, or under common control with another Person.

4.3 “Distributable Cash” shall mean gross receipts received by the Company from the ownership, lease, sale, finance, or refinance of the Facility, any insurance recovery, condemnation or similar eminent domain taking, exchange or other disposition of the Facility, minus the following expenses:

(a) Operating expenses of the Company;

(b) Legal, accounting, and general expenses, reasonably incurred by the Company in connection with the business of the Company;

(c) Debt service on loans obtained by the Company to finance its acquisition of the Facility, the operation of the Facility, or the refinancing of such loan(s); and

(d) Reasonable reserves to satisfy current obligations of the Company incurred in the ordinary course of business, together with any sinking fund as may be determined by the Managers should same be necessary for the future capital requirements of the Company in connection with the Company’s business activities.

4.4 “Income”, “Gains”, “Profits”, “Losses” and “Deductions” are the Company’s income, gains, profits, losses and deductions, respectively, as finally determined for federal income tax purposes using the accrual method of accounting.

4.5 “Minimum Gain” shall mean the taxable gain (whether taxable as capital gain or as ordinary income), which would be recognized by the Company if the non-recourse debt of the Company were foreclosed upon and the Company’s property securing such debt were transferred to the creditor in satisfaction thereof, but only to the extent of the excess of (a) the outstanding principal balance of such non-recourse debt, and any accrued but unpaid interest thereon (whether or not added to principal) to the extent permitted by law, over (b) the adjusted basis of such property.

4.6 “Member’s Operating Agreement” means that certain Limited Liability Company Operating Agreement of E3 Acquisition, LLC, a California limited liability company, dated as of February 21, 2023.

4.7 “Percentage Interest” shall mean as to the Members, the percentages set forth opposite their respective names on Schedule “A” annexed hereto and incorporated herein, as they may be adjusted pursuant to the provisions of Section 2 above.

4.8 “Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

## 5. PROFITS, LOSSES, AND DISTRIBUTIONS

### 5.1 Allocation of Losses.

Except as otherwise specifically provided in this Agreement, all Losses (including all expense items separately stated on the Company’s tax return) of the Company shall be allocated among and borne by the Members in proportion to their respective Percentage Interests.

### 5.2 Allocation of Profits.

For each Accounting Period, except as otherwise specifically provided in this Agreement, all Profits and Gains (including all income items separately stated on the Company’s tax Return) shall be allocated to the Members as follows:

5.2.1 First, if Profits arise from the sale or other disposition of property with respect to which an investment tax credit was previously claimed, Profits equal to the amount by which the basis of such property was reduced as a result of such claimed investment tax credit shall be allocated among the Members in the same manner as such investment tax credit was previously allocated;

5.2.2 Next, to the same Members, in the same amounts and in the same order of allocation as Losses were theretofore allocated pursuant to this Agreement, less the amount, if any, of Profits previously allocated under this Section 5.2; and

5.2.3 Thereafter, to the Members in accordance with their Percentage Interests.

Notwithstanding anything to the contrary contained in this Agreement, in the event any Profits from the sale or other disposition of all or any portion of the Company’s interest in the Facility constitutes interest income (including “imputed interest”), such interest income, for each year, shall be allocated among the Members pro rata based upon the amount of deferred principal proceeds received by each of the Members pursuant to Section 5.8.2 during each such year.

### 5.3 Allocation of Credits.

All income tax credits of the Company shall be allocated in accordance with the ratio in which the profits of the Company are allocated among the Members pursuant to Section 5.2 (entitled “Allocation of Profits”) above, for the Company’s taxable year during which the property which gives rise to the income tax credit is placed in service, regardless of whether the Company has a profit or a loss for such taxable year. However, if the ratio in which the Members divide the profits of the Company changes during the taxable year of the Company in which such

property is placed in service, the ratio effective for the date on which the property is placed in service shall apply. To the extent that any income tax credits allocated to the Members are subject to recapture, such recapture income shall be allocated to the Members to whom such tax credits were previously allocated.

#### 5.4 Minimum Gain.

Notwithstanding any other provision of this Agreement to the contrary:

5.4.1 Any item of a Loss deduction, or Code Section 705(a)(2)(B) expenditure that is attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4) shall be allocated to the Member that bears the economic risk of loss for such debt as determined in accordance with Treasury Regulations §1.752-2. The allocation under this Section shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(d).

5.4.2 In the event a Member is allocated items of a Loss, deduction, or Section 705(a)(2)(B) expenditure pursuant to Section 5.4.1, such Member shall be allocated an item of income in an amount equal to the allocation made to that Member pursuant to Section 5.4.1.

5.4.3 Notwithstanding any other provisions of this Section 5.4, if there is a net decrease during a taxable year in the minimum gain attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4), then any Member with a share of the minimum gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) equal to such Member's share of the net decrease in the minimum gain attributable to such Member nonrecourse debt. The allocations under this Section 5.4.3 shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(i).

#### 5.5 Qualified Income Offset.

5.5.1 Notwithstanding anything to the contrary contained herein, allocations of Profits, Gain and Losses to the Members shall be made in a manner to comply with the provisions of Treasury Regulations §1.704-1(b)(2) (ii)(d). It is the Member's intent that the following provisions, to the extent permitted by Treasury Regulations §1.704-1(b)(2)(ii)(d), shall not affect the allocation of Losses or deductions (or items thereof) attributable to non-recourse debt which is secured by the Company's property. In furtherance thereof, the following provisions shall apply to the extent required pursuant to the provisions of Treasury Regulations §1.705-1(b)(2)(ii)(d):

(a) Except for allocation of non-recourse deductions, Losses shall not be allocated to any Member if such allocation would, together with any decrease (and increase) of such Member's Capital Account pursuant to the provisions of Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6), cause or increase a deficit balance in such Member's Capital Account as of the end of the taxable year to which such allocation relates. A Member's Capital Account adjusted as provided by this subsection 5.5.1 shall be referred to as the "Adjusted Capital Account".

(b) Any Losses not allocable to a Member pursuant to the foregoing subsection shall be allocated to such Members who have positive Adjusted Capital Accounts in proportion to their respective positive Adjusted Capital Accounts, with any Losses in excess of such Adjusted Capital Accounts being allocated to them in proportion to their respective Percentage Interests.

(c) If a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations §1.704-1(b) (ii) (d) (4), (5) and/or (6), then such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate any deficit balance in such Member's Adjusted Capital Account as quickly as possible.

5.5.2 In the event any allocation is required pursuant to Sections 5.4 and 5.5, items of Income shall be specially allocated in the year allocations are made pursuant to said Sections and, if necessary, in subsequent years, in such a fashion to cause the income, expense, loss and gain allocated to each Member to be equal, in the aggregate, to the amount that would have been allocated to such Member had no allocation been required pursuant to Sections 5.4 and 5.5.

#### 5.6 Allocation of Ordinary Income.

Notwithstanding anything to the contrary contained herein, any gain which is taxable as ordinary income as a result of depreciation or cost recovery taken by the Company be allocated among the Members in the proportion that such losses of the Company were previously allocated among the Members.

#### 5.7 IRC Section 704 Modifications.

If the Company receives the written opinion of tax counsel to the Company or the advice of the Company's independent certified public accountant that the allocations of income, gain, loss, deduction or credit (or items thereof) would not fully conform to IRC Section 704(b), the Members are directed to make such allocations and/or amendment to this Agreement as advised by such tax counsel or accountant. Any allocation made pursuant to this Section 5.7 shall supersede any allocation otherwise provided in this Agreement and no approval of any Member shall be required. The Members agree to promptly execute any amendment to the operating agreement of the pursuant to the provisions of this Section 5.7 and upon failure to do so, the Managers, as the other Members' attorney-in-fact, are authorized to execute any such amendment on behalf of the other Members. If any Member contributes any property to the Company, gain or loss with respect to such property on the sale or the disposition of such property and "depreciation" with respect to such property shall be allocated pursuant to IRC Section 704(c).

#### 5.8 Distributions.

5.8.1 The Managers shall make a good faith effort to make distributions of Distributable Cash at least quarterly, and monthly if reasonably possible, but only after retaining sufficient cash for a reasonable reserve and satisfying current obligations of the



Company incurred in the ordinary course of business, including the current portion of the Company's long-term debt.

5.8.2 Distributable Cash shall be distributed to the Members as follows:

(a) First, if applicable, to the Members who have made loans to the Company, in proportion to their respective outstanding balances, first to pay accrued interest and then to repay the outstanding loan balances until they have been reduced to zero.

(b) Next, to the Members in accordance with their Percentage Interest.

5.8.3 Notwithstanding anything to the contrary contained in this Agreement, distributions made on the liquidation of the Company shall be made first to the Members up to and in proportion to the positive balances of their Capital Accounts.

#### 5.9 Identity of Distributees.

Distributions shall be made only to Persons who, according to the books and records of the Company, are the owners of record of a Membership Interest in the Company on a date to be determined by the Managers. Neither any Manager nor the Company shall incur any liability for making distributions in accordance with the preceding sentence, whether or not such Manager has knowledge or notice of any transfer of any Membership Interest in the Company.

#### 5.10 Improper Distributions.

In the event any Person receives any distribution in excess of the amount properly distributable to such Person, the other Members may either require such Person to return to the Company such excess amount, or provide that such excess distribution shall be treated as the first amount next distributable to that Person under this Agreement.

#### 5.11 Distributions Upon Transfer of Membership Interests.

If a Membership Interest in the Company is transferred, the income, gains, losses and deductions allocable to the Membership Interest transferred for the calendar year during which the transfer occurred will be allocated between the transferor and transferee of the interest in proportion to the time during the calendar year that the interest was owned by the transferor and transferee. Each transferee will be credited with the Capital Account of the transferor's interest in the Company; the Capital Account will be allocated in proportion to the fraction of the interest respectively transferred and retained.

## 6. ACCOUNTING AND REPORTS

### 6.1 Accounting Decisions.

All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made unanimously by the Managers who may rely upon the advice of the accountants of the Company.

### 6.2 Records and Accounting Methods.

The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods recommended by the Company's accountants. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business.

### 6.3 Access For Members to Accounting Records.

All books and records of the Company shall be maintained at the Company's principal place of business, and each Member, and his duly authorized representative, shall have access to them at such office and the right to inspect and copy them at reasonable times.

### 6.4 Annual Tax Information For Members.

The Managers shall use their best efforts to deliver to each Member within ninety (90) days after the end of each Accounting Period all information necessary for the preparation of such Member's federal income tax return. The Members shall also use their best efforts to cause to be prepared, within one hundred twenty (120) days after the end of each calendar year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of cash flows, and a statement of reconciliation of the Capital Accounts of Members.

### 6.5 Partnership Representative

(a) The Managers and the Company shall take all reasonable actions to opt out of and avoid the application to the Company of the provisions of sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015 ("Budget Act Provisions"). If, however, the Budget Act Provisions do apply to the Company, the Managers shall appoint an individual or entity to serve as the Company's "Partnership Representative" for purposes of Sections 6221 through 6241 of the Code. The Partnership Representative shall be E3 Acquisition, LLC unless and until the Managers appoint a successor Partnership Representative. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any tax authorities, including resulting administrative and judicial proceedings, to sign consents and enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings, and to expend the Company's funds for professional services incurred in connection therewith.

(b) The Partnership Representative shall duly and timely elect under Section 6226 of the Internal Revenue Code to require each person who was a Member during the taxable year of Company that was audited (a “Reviewed Year”) to personally bear its proportionate share of all taxes, interest, additions to tax, and penalties (“Tax Liability”) resulting from adjustments based on such audit and shall notify each such person and the Internal Revenue Service of each person’s proportionate share of the audit adjustments. If for any reason the Company is liable for a Tax Liability as a result of an audit, each person who was a Member during the Reviewed Year shall pay to the Company an amount equal to such person’s proportionate share of the Tax Liability, as determined by the Partnership Representative, based on the amount each person should have borne (computed at the tax rate used to compute the Company’s liability) had the Company’s tax return for the Reviewed Year reflected the audit adjustment, and the expense for the Company’s payment of such Tax Liability shall be specially allocated to such persons (or their successors) in such proportions. The obligations of each Member or former Member under this paragraph shall survive the transfer or redemption by such Member of its interest in the Company and the termination of this Agreement or the dissolution of the Company.

(c) Each Member shall provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Member, as is reasonably requested by the Partnership Representative to enable the Company to satisfy any applicable tax reporting or compliance requirements, to make any tax election or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Member was admitted to the Company. If a Member fails to provide any such forms, statements, or other information requested by the Partnership Representative, such Member shall indemnify the Company for the share of any tax deficiency paid or payable by the Company that is due to such failure (as reasonably determined by the Partnership Representative). The obligations set forth in this paragraph will survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(d) The Partnership Representative is not personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, action, failure to act, or breach of, or failure to discharge, its duties or obligations in such capacity, except to the extent such damages arose from the Partnership Representative’s fraud, bad faith, willful misconduct or gross negligence, or to the extent such exemption from liability or limitation thereof is not permitted under applicable law.

(e) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless any person who serves as Partnership Representative, or as an officer or director of a corporate Partnership Representative, with respect to any claim or demand against such person and any debt, obligation or other liability incurred by such person by reason of such person’s former or present capacity as the Partnership Representative (or as an officer or director of a corporate Partnership Representative). The indemnification provided hereunder shall not be deemed exclusive of any other rights to which any person may be entitled under this Agreement, or under any applicable law, or any other agreement. Any amendment, modification or repeal of any portion of this paragraph shall not adversely affect any right or protection of a Partnership Representative in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. Notwithstanding the preceding provisions of this paragraph, the Company

shall not indemnify the Partnership Representative for any liability for fraud, bad faith, willful misconduct or gross negligence.

(f) The Partnership Representative may employ tax counsel to represent the Company in connection with any tax audit or investigation of the Company and any administrative or judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company.

#### 6.6 Annual Filings With the Secretary of State.

The Managers shall, within ninety (90) days after filing the original Articles of Organization for the Company, and thereafter on or before its due date, file with the California Secretary of State an annual statement on a form prescribed by the Secretary of State and enclose any required filing fee. The statement required to be filed must contain all of the information required by Section 17060 of the Act.

### 7. MANAGEMENT OF COMPANY

7.1 Controlled By The Managers. The Company shall be controlled by the its Managers who, subject to the restrictions of Section 7.2 below, shall have the exclusive authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Abraham Bak (“Bak”) and Menachem Gastwirth (“Gastwirth”) shall each have the right to appoint one (1) Manager. The initial Manager appointed by Bak (the “Bak Manager”) shall be Abraham Bak so long as he is living and competent to serve as Manager. The initial Manager appointed by Gastwirth (the “Gastwirth Manager”) shall be Menachem Gastwirth so long as he is living and competent to serve as Manager. In the event one of the aforesaid Persons is no longer able to serve as Manager, Bak, or his successors and assigns, shall select a replacement for the Bak Manager; and Gastwirth, or his successors and assigns, shall select a replacement for the Gastwirth Manager. Bak shall have the right, at any time, to remove the Bak Manager and select a replacement for the Bak Manager. Gastwirth shall have the right, at any time, to remove the Gastwirth Manager and select a replacement for the Gastwirth Manager. Each Manager shall have one (1) vote for any decision made by the Managers and the vote of both Managers shall be required for all decisions. Notwithstanding anything to the contrary, so long as either Abraham Bak or Menachem Gastwirth are serving as a Manager, the signature of either of them alone shall be sufficient to bind the Company. At such time as neither of them is serving as a Manager, the signatures of both Managers shall be required to bind the Company to any document, instrument or certificate, of any nature whatsoever. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Managers as set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, in no event shall the Members take part in, or interfere in any manner with, the management, conduct or control of the Company business or have any right or authority to act for or bind the Company.

#### 7.2 Limitation on Managers’ Authority.

Subject to any limitations set forth in the Member’s Operating Agreement, and notwithstanding anything herein to the contrary, without in each instance receiving the prior

written consent of all of the Members, the Managers shall have no authority to, and they covenant and agree that they will not:

7.2.1 Do any act in contravention of this Agreement or the Member's Operating Agreement;

7.2.2 Do any act which would make it impossible to carry on the ordinary business of the Company;

7.2.3 Confess a judgment against the Company;

7.2.4 Possess Company property or assign rights in specific Company property for other than a Company purpose; or

7.2.5 Admit a Person as a Manager, except as otherwise provided for herein.

7.2.6 Take any action that requires the consent of the members of Holdco under Section 7.2 of the Member's Operating Agreement without obtaining the consent of such members.

7.3 Intentionally Omitted.

7.4 Authority to Adopt By-Laws for the Company.

The Managers shall have the right to adopt By-Laws for the Company which By-Laws shall be consistent with this Agreement, and which shall provide for the operation and governance of the Company. The By-Laws may provide for the election of officers of the Company, their term, their duties and powers, and provisions with respect to special meetings of Members of the Company. In the event there is an inconsistency between the By-Laws adopted pursuant to this Section, and the terms of this Agreement, the terms and provisions of this Agreement shall be controlling.

7.5 Management Fees.

(a) The Managers shall be entitled to a management fee equal to \$2,500 per month for the Facility.

(b) In connection with any mortgage financing obtained by the Company, (including the loan financing contemporaneous with the acquisition of the Facility), the Managers shall be entitled to a financing fee equal to 1% of the principal amount of any mortgage loan obtained by the Company due upon the closing of such loan.

(c) In connection with any new lease(s) entered into by the Company, the Managers shall be entitled to a leasing fee equal to 1% of the first year base rent under such lease

due on the effective date of the lease.

(d) In connection with the acquisition of the Facility, the Managers shall be entitled to an acquisition fee equal to 1% of the purchase price of the Facility, payable concurrently with the acquisition.

(e) In connection with a sale of the Facility, the Managers shall be entitled to a disposition fee equal to 1% of the sale price upon the closing of such sale.

#### 7.6 Reimbursable Expenses.

(a) The Company shall pay or cause to be paid all expenses of every nature and description incurred in connection with the organization of the Company, preparation of this Agreement, entering into the lease agreement for the Facility and management agreement, and operating the Facility.

(b) The Managers shall cause to be furnished at its sole cost and expense, executive administrative offices and general clerical, and secretarial services to the Company. The Company's ongoing legal and accounting costs shall be paid directly by the Company. Except for the foregoing, the Managers shall be entitled to reimbursement from the Company for out-of-pocket expenses expended by them/it and directly attributable to the conduct of the Company's business. Such out-of-pocket expenses include due diligence expenses related to the formation of this Company and the purchase of the Facility, provided documentation of such expenses is provided to the Member, on demand. All such expenses shall be reimbursed to the Managers by the Company prior to any distributions hereunder.

#### 7.7 Limitation on Engaging Affiliates.

The Managers may engage one or more entities to perform Company activities for a fee, which fee shall be an expense of the Company. Except as otherwise expressly provided for herein, neither any Manager, a Member, nor any of their Affiliates shall be engaged for such services, unless the fee or compensation to be paid for such services is competitive with the fee or compensation of independent persons engaged in the business of rendering comparable services and is no greater than the amount any Manager, a Member, or their affiliates customarily charge independent third parties for comparable services. Neither any Manager nor any Member shall receive any rebates or give-ups, nor shall it participate in any reciprocal business arrangements which would circumvent these restrictions.

#### 7.8 Limitation of Liability of Managers and Members.

No Manager or Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on any Manager or Member by this Agreement, or by law, unless such act or omission was performed or omitted fraudulently or in bad faith or constituted negligence or willful malfeasance.

7.9 Indemnification.

The Company shall indemnify, protect, defend and hold harmless the Managers, the Members and all of their affiliates (collectively, an “Indemnified Party”), from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or related to, or in furtherance of the interest of, the Company, including but not limited to any judgment, award, settlement, attorneys’ fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the act, omission or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for the Company business and were not performed or omitted fraudulently or in bad faith or as a result of negligence or willful malfeasance by such Indemnified Party.

8. MEETINGS

8.1 Meetings of the Members.

8.1.1 All meetings of Members shall be held at the principal executive office of the Company, or at any other place, within or without the State of California, specified by the Managers. The place of any meeting of Members shall be specified in the notice calling such meeting.

8.1.2 A special meeting of the Members for any purpose or purposes whatsoever may be called at any time by any Member or any Manager.

8.1.3 Whenever Members are required to or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) days or more than forty-five (45) days before the date of the meeting, to each Member. Such notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted at such special meeting. Notice of the meeting shall be given either personally or by first class mail, or other means of written communication, addressed to the Member as shown on the books of the Company. When a Members’ meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereafter are announced at the meeting to which the adjournment is taken. At the adjourned meeting, the Members may transact any business which might have been transacted at the original meeting. At any meeting of Members, the unanimous vote and/or approval of all Members shall be required for a decision to be binding.

8.1.4 Members may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all Members participating in such meeting can hear one another. Participation in a meeting pursuant to this subsection constitutes presence in person at such a meeting.

8.1.5 Any action that can be taken at a meeting may be adopted by unanimous consent in writing of all Members.

8.2 Meetings of the Managers.

The Managers shall meet at such times as they deem appropriate to review the operations of the Facility and the Company.

9. LIMITATION OF LIABILITY

Each Member's and Manager's liability shall be limited as set forth in the Act and other applicable law. A Member or Manager shall not be liable for any debts or losses of the Company.

10. PROHIBITIONS ON TRANSFER

No Member may transfer his or its Membership Interest in the Company to any third party, other than a Permitted Transfer, without the prior written consent of the Managers, which consent may be withheld in the sole and unfettered discretion of the Managers. Any transfer made without such consent is null and void. As used herein, "Permitted Transfer" means any transfer to (i) another Member, (ii) a trust for such Member's benefit or the benefit of such Member's spouse and/or family, (iii) any family member(s) of such Member as a result of such Member's death, (iv) such Member's spouse or former spouse in connection with a property settlement agreement or decree of marital dissolution, or (v) any other person if there is no change in beneficial ownership and/or control of such interest.

11. RIGHT OF FIRST REFUSAL.

Subject to Section 10 above, each time a Member proposes to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his Membership Interest (or as required by operation of law or other involuntary transfer to do so) (hereinafter, a "Transfer"), other than to another Member, such Member shall first offer such Membership Interest to the non-transferring Member(s) in accordance with the following provisions:

11.1 Such Member (the "Transferor") shall deliver a written notice (the "Transfer Notice") to the other Member(s) stating (i) such Member's bona fide intention to transfer such Membership Interest, (ii) the name and address of the proposed transferee, (iii) the Membership Interest to be transferred, and (iv) the purchase price and terms of payment for which the Member proposes to transfer such Membership Interest. The Transfer Notice shall be accompanied by any offers, counter-offers, agreement(s), and documentation evidencing the proposed Transfer.

11.2 Within fifteen (15) days after receipt of the Transfer Notice, each non-transferring Member shall notify the Transferor in writing of his or his wholly-owned affiliate's desire to purchase a portion of the Membership Interest being so transferred. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to purchase any of the Membership Interest which may be so transferred. Each Member so electing to purchase shall be entitled to purchase a portion of such Membership Interest in the same proportion that the Percentage Interest of such Member bears to the aggregate of the



Percentage Interests of all of the Members electing to so purchase the Membership Interest being transferred. In the event any Member elects to purchase none or less than all of his pro rata share of such Membership Interest, then the other Members can elect to purchase more than their pro rata share.

11.3 Within fifteen (15) days after receipt of the Transfer Notice, the Members electing to purchase such Membership Interest shall have the first right to purchase or obtain such Membership Interest at the time, upon the price and terms of payment designated in such notice. If such notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the noncash consideration offered as determined by the Managers.

11.4 If the other Members elect not to purchase or obtain all of the Membership Interest designated in the Transfer Notice, then the Transferor may transfer the Membership Interest described in the Transfer Notice to the proposed transferee, provided such transfer (i) is completed within thirty (30) days after the expiration of the other Members' right to purchase such Membership Interest, (ii) is made on terms no less favorable to the transferring Member than as designated in the Transfer Notice, and (iii) the requirements of Section 11 are met. If such Membership Interest is not so transferred, the transferring Member must give notice in accordance with this Section prior to any other or subsequent Transfer of such Membership Interest.

## 12. DISSOLUTION, WINDING UP AND TERMINATION

### 12.1 Dissolution.

The happening of any one of the following events shall dissolve the Company:

12.1.1 The agreement of all the Members to dissolve.

None of the death, dissolution, bankruptcy, expulsion, withdrawal or substitution of a Member shall dissolve the Company. Each Member expressly waives his right to dissolve the Company or to obtain dissolution in any way other than as specified in this Agreement.

### 12.2 Winding Up and Termination.

12.2.1 Upon dissolution of the Company, the Managers, or if there are none, a liquidating agent selected by all Members, shall proceed to sell or otherwise liquidate the assets of the Company within a reasonable time and, after making due provisions for all liabilities to creditors of the Company, shall distribute the assets among the Members in accordance with the provisions for the making of cash distributions set forth in Section 5 of this Agreement.

12.2.2 Within a reasonable time following the completion of the liquidation of the Company's assets, the Managers or liquidating agent shall provide to each of the

Members a statement by the Company's accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation and the amount retained as reserves by the Managers or liquidating agent pursuant to this Section 12.2.

12.2.3 The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of or due provision for liabilities to Company creditors, shall have been distributed among the Members as provided in this Agreement.

12.2.4 At no time during the continuation of the Company shall any value be placed upon the Company name, or the right to its use, or upon the goodwill pertaining to the Company or its business (either as between the Members or for the purpose of determining distributive interests of any Member), and the legal representatives of a Member shall have no right to claim any such value. In the event of a termination and dissolution of the Company, neither the Company name, nor the right to its use, nor the goodwill of the Company, if any, shall be considered to be an asset of the Company. No value shall be put on the Company name for the purpose of liquidation or distribution, or for any other purpose, and no value shall be placed on the Company name or goodwill as between the remaining or surviving Members and the legal representatives of the Estate of any deceased or insolvent Member.

13. INTENTIONALLY OMITTED.

14. MISCELLANEOUS PROVISIONS

14.1 Assurances.

Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Managers deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company or implementing the provisions of this Agreement.

14.2 Notifications.

Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or by telecopy or telegraph, sent by certified or registered United States mail, postage prepaid, return receipt requested ("Mail"). Any notice to be given hereunder by the Company shall be given by the Managers. A notice must be addressed to a Member at the Member's address as set forth on Schedule "A" attached hereto. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given upon delivery. A notice that is sent by Mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

14.3 Complete Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

14.4 Applicable Law.

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of California.

14.5 Article and Section Titles.

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

14.6 Binding Provisions.

This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

14.7 Pronouns.

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

14.8 Separability of Provisions.

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

14.9 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

14.10 Attorneys' Fees.

In the event of a dispute hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**[SEE ATTACHED SIGNATURE PAGE]**

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

**“MEMBERS”**

E3 ACQUISITION, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Abraham Bak  
Title: Manager

**“MANAGERS”**

\_\_\_\_\_  
ABRAHAM BAK

\_\_\_\_\_  
MENACHEM GASTWIRTH

**SCHEDULE "A"**

<b><u>Name and Address of Member</u></b>	<b><u>Initial Capital Contribution</u></b>	<b><u>Percentage Interest</u></b>
E3 ACQUISITION, LLC 6442 Coldwater Canyon Avenue, Suite 100 North Hollywood, California 91606	\$ _____	100%

**SECTION 999.5(d)(1)(B)**

**12) Limited Liability Company Operating Agreement for 455 Florin Road dated February 21, 2023**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
455 FLORIN ROAD, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
455 FLORIN ROAD, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

This Limited Liability Company Operating Agreement (the “Agreement”), dated effective as of February 21, 2023, is entered into by Abraham Bak, Menachem Gastwirth (together, the “Managers”), and those persons set forth on Schedule “A” attached hereto and incorporated herein (hereinafter, the “Member” or the “Members”) with reference to the Recitals set forth below:

**RECITALS:**

WHEREAS, the Members have formed a limited liability company (the “Company”) pursuant to the provisions of the California Revised Uniform Limited Liability Company Act as set forth in Title 2.6 (commencing with Section 17701.01) of the Corporations Code of the State of California (as it may be amended from time to time, the “Act”);

WHEREAS, the parties hereto wish to confirm the organization of the Company upon the terms set forth herein.

In consideration of the covenants and the promises made herein, the parties hereto agree, as follows:

1. **FORMATION**

1.1 **Organization.**

The Company was formed as a limited liability company pursuant to the Act. The parties hereto agree that, from and after the date hereof, the existence, organization, and management of the Company shall in all respects be governed by the terms of this Agreement.

1.2 **Name of the Company.**

The name of the Company is **455 FLORIN ROAD, LLC.**

1.3 **Purpose.**

The Company is organized solely to acquire, own, finance, lease, improve, develop, manage and/or sell the leasehold and/or fee interest in that certain real property improved with a skilled nursing facility thereon at 455 Florin Road, Sacramento, California, 95831 (the “Facility”), and to engage in such other activities and businesses that are necessary and/or incidental to the foregoing purposes.

1.4 Term.

The term of the Company commenced on February 21, 2023, and shall continue in perpetuity, unless and until terminated as provided in this Agreement or the Act.

1.5 Principal Place of Business.

The Company's principal place of business shall be located at 6442 Coldwater Canyon Avenue, Suite 100, North Hollywood, California 91606, or at any other place in the State of California which the Managers may determine.

1.6 Resident Agent.

The name and address of the Company's initial resident agent in the State of California is Fenigstein & Kaufman, 1900 Avenue of Stars, Suite 2300, Los Angeles, California 90067.

2. MEMBERS, CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS

2.1 Member(s) of the Company/Membership Interests.

Each Member shall own a percentage of the Company ("Percentage Interest") equal to the percentage set forth opposite the Member's name below, as adjusted from time to time in accordance with this Agreement and the Act. The initial Percentage Interest shall be:

<u>Member</u>	<u>Percentage Interest</u>
E3 Acquisition, LLC	100%

Reference in this Agreement to a "Member's Interest" or "Membership Interest" shall mean a Member's entire interest in the Company, including its right to its share of the Company's profits, losses and distributions, the right to vote or participate in management, as provided below, and the right to receive information concerning the business and affairs of the Company.

2.2 Capital Contributions of the Members.

Upon signing this Agreement, the Member(s) have contributed, or will contribute the amount set forth opposite their respective names on Schedule "A" attached hereto (their "Initial Capital Contribution").

2.3 Additional Capital Contributions.

2.3.1 Subject to any limitations set forth in the Member's Operating Agreement, the Member(s) may be required to make additional Capital Contributions to the

Company if the Managers unanimously determine that the Company requires additional funding for operating expenses and capital expenditures in addition to the Initial Capital Contributions. Each Member shall then contribute the additional capital required in proportion to the Members' Initial Capital Contributions to the Company.

2.3.2 Prior to requiring additional capital contributions, the Managers shall first make every reasonable effort to obtain for the Company's benefit third party loans to fund such requirements.

#### 2.4 Capital Account.

A Capital Account shall be maintained for each Member. The Capital Account for each Member shall be equal to such Member's Initial Capital Contribution increased by (i) cash and the fair market value of any property subsequently contributed to the Company by such Member (net of liabilities assumed or taken subject to by the Company) and (ii) such Member's allocable share of profits and income and gains, and decreased by (a) cash and the fair market value of property distributed to such Member, (b) such Member's allocable share of losses and expenses, (c) such Member's allocable share of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code of 1986 ("IRC"); and notwithstanding the above, further adjusted as required to comply with Treasury Regulations §1.704-1(b)(2)(iv). Each Member shall have a single Capital Account which shall reflect all capital interests of such Member (regardless of class or time of acquisition).

#### 2.5 No Interest on Capital.

No interest will be paid to the Members on capital contributions or on Capital Account balances.

#### 2.6 Return of Capital.

Except as otherwise specifically provided herein, no time has been agreed upon for the Contributions of the Members to be returned to them. No Member has the right to demand and receive property other than cash in return for that Member's capital contributions.

#### 2.7 Admission of Additional Members.

Subject to any limitations set forth in the Member's Operating Agreement, additional Members may be admitted to the Company only with the prior written consent of the Managers, which may be given or withheld in their sole and unfettered discretion. As a condition to the addition of a new Member pursuant to this Section, the new Member shall execute and acknowledge such instruments, in the form and substance satisfactory to the Managers, as the Managers may deem necessary or desirable to effectuate the admission of the additional Member, and to confirm the agreement of the person or entity being admitted to be bound by all of the terms and provisions of this Agreement. The instruments executed by the new Member shall set forth the Capital Contribution to be made by him. The name(s), address(es), Capital Contribution(s), and Percentage Interest(s) of the additional Member(s), together with any applicable adjustments

to the Percentage Interests of the existing Members, shall be set forth on Schedule "A" attached hereto, as amended from time to time by the Managers.

### 3. MEMBERSHIP CERTIFICATES

#### 3.1 Certificate of Membership Interest.

The Membership Interest in the Company may be represented by a certificate of membership. The exact contents of a certificate of membership may be determined by the Managers but shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued, shall be impressed with the Company seal or a facsimile thereof, and shall be signed by all the Members of the Company. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of California as a limited liability company, the name of the Person to whom issued, the date of issue, and the Percentage Interest represented thereby as of the date of issue. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the Membership Interests shall be set forth in full or summarized on the face or back of the certificates which the Company shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any holder of the Membership Interests upon request without charge.

#### 3.2 Cancellation of Certificate of Membership Interest.

All certificates of membership surrendered to the Company for transfer shall be canceled and no new certificates of membership shall be issued in lieu thereof until the former certificates for a like number of Membership Interests shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

#### 3.3 Replacement of Lost, Stolen, or Destroyed Certificate.

Any Member claiming that his certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Managers of the Company, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the Company not exceeding an amount double the value of the Membership Interests as represented by such certificate (the necessity for such bond and the amount required to be determined by the Managers), a new certificate may be issued of the same tenor and representing the same Percentage Interest as were represented by the certificate alleged to be lost, stolen, or destroyed, subject to adjustment in the event the Percentage Interest of the said Member has been adjusted pursuant to the terms of this Agreement.

### 4. DEFINITIONS

For purposes of this Agreement, the following terms are defined as follows:

4.1 The “Accounting Period” of the Company will be from January 1 to December 31, unless another fiscal year is selected by the Managers and permission to change to such other fiscal year is granted by the Internal Revenue Service.

4.2 “Affiliate” means a Person directly or indirectly controlling, controlled by, or under common control with another Person.

4.3 “Distributable Cash” shall mean gross receipts received by the Company from the ownership, lease, sale, finance, or refinance of the Facility, any insurance recovery, condemnation or similar eminent domain taking, exchange or other disposition of the Facility, minus the following expenses:

(a) Operating expenses of the Company;

(b) Legal, accounting, and general expenses, reasonably incurred by the Company in connection with the business of the Company;

(c) Debt service on loans obtained by the Company to finance its acquisition of the Facility, the operation of the Facility, or the refinancing of such loan(s); and

(d) Reasonable reserves to satisfy current obligations of the Company incurred in the ordinary course of business, together with any sinking fund as may be determined by the Managers should same be necessary for the future capital requirements of the Company in connection with the Company’s business activities.

4.4 “Income”, “Gains”, “Profits”, “Losses” and “Deductions” are the Company’s income, gains, profits, losses and deductions, respectively, as finally determined for federal income tax purposes using the accrual method of accounting.

4.5 “Minimum Gain” shall mean the taxable gain (whether taxable as capital gain or as ordinary income), which would be recognized by the Company if the non-recourse debt of the Company were foreclosed upon and the Company’s property securing such debt were transferred to the creditor in satisfaction thereof, but only to the extent of the excess of (a) the outstanding principal balance of such non-recourse debt, and any accrued but unpaid interest thereon (whether or not added to principal) to the extent permitted by law, over (b) the adjusted basis of such property.

4.6 “Member’s Operating Agreement” means that certain Limited Liability Company Operating Agreement of E3 Acquisition, LLC, a California limited liability company, dated as of February 21, 2023.

4.7 “Percentage Interest” shall mean as to the Members, the percentages set forth opposite their respective names on Schedule “A” annexed hereto and incorporated herein, as they may be adjusted pursuant to the provisions of Section 2 above.

4.8 “Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

## 5. PROFITS, LOSSES, AND DISTRIBUTIONS

### 5.1 Allocation of Losses.

Except as otherwise specifically provided in this Agreement, all Losses (including all expense items separately stated on the Company’s tax return) of the Company shall be allocated among and borne by the Members in proportion to their respective Percentage Interests.

### 5.2 Allocation of Profits.

For each Accounting Period, except as otherwise specifically provided in this Agreement, all Profits and Gains (including all income items separately stated on the Company’s tax Return) shall be allocated to the Members as follows:

5.2.1 First, if Profits arise from the sale or other disposition of property with respect to which an investment tax credit was previously claimed, Profits equal to the amount by which the basis of such property was reduced as a result of such claimed investment tax credit shall be allocated among the Members in the same manner as such investment tax credit was previously allocated;

5.2.2 Next, to the same Members, in the same amounts and in the same order of allocation as Losses were theretofore allocated pursuant to this Agreement, less the amount, if any, of Profits previously allocated under this Section 5.2; and

5.2.3 Thereafter, to the Members in accordance with their Percentage Interests.

Notwithstanding anything to the contrary contained in this Agreement, in the event any Profits from the sale or other disposition of all or any portion of the Company’s interest in the Facility constitutes interest income (including “imputed interest”), such interest income, for each year, shall be allocated among the Members pro rata based upon the amount of deferred principal proceeds received by each of the Members pursuant to Section 5.8.2 during each such year.

### 5.3 Allocation of Credits.

All income tax credits of the Company shall be allocated in accordance with the ratio in which the profits of the Company are allocated among the Members pursuant to Section 5.2 (entitled “Allocation of Profits”) above, for the Company’s taxable year during which the property which gives rise to the income tax credit is placed in service, regardless of whether the Company has a profit or a loss for such taxable year. However, if the ratio in which the Members divide the profits of the Company changes during the taxable year of the Company in which such

property is placed in service, the ratio effective for the date on which the property is placed in service shall apply. To the extent that any income tax credits allocated to the Members are subject to recapture, such recapture income shall be allocated to the Members to whom such tax credits were previously allocated.

#### 5.4 Minimum Gain.

Notwithstanding any other provision of this Agreement to the contrary:

5.4.1 Any item of a Loss deduction, or Code Section 705(a)(2)(B) expenditure that is attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4) shall be allocated to the Member that bears the economic risk of loss for such debt as determined in accordance with Treasury Regulations §1.752-2. The allocation under this Section shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(d).

5.4.2 In the event a Member is allocated items of a Loss, deduction, or Section 705(a)(2)(B) expenditure pursuant to Section 5.4.1, such Member shall be allocated an item of income in an amount equal to the allocation made to that Member pursuant to Section 5.4.1.

5.4.3 Notwithstanding any other provisions of this Section 5.4, if there is a net decrease during a taxable year in the minimum gain attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4), then any Member with a share of the minimum gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) equal to such Member's share of the net decrease in the minimum gain attributable to such Member nonrecourse debt. The allocations under this Section 5.4.3 shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(i).

#### 5.5 Qualified Income Offset.

5.5.1 Notwithstanding anything to the contrary contained herein, allocations of Profits, Gain and Losses to the Members shall be made in a manner to comply with the provisions of Treasury Regulations §1.704-1(b)(2) (ii)(d). It is the Member's intent that the following provisions, to the extent permitted by Treasury Regulations §1.704-1(b)(2)(ii)(d), shall not affect the allocation of Losses or deductions (or items thereof) attributable to non-recourse debt which is secured by the Company's property. In furtherance thereof, the following provisions shall apply to the extent required pursuant to the provisions of Treasury Regulations §1.705-1(b)(2)(ii)(d):

(a) Except for allocation of non-recourse deductions, Losses shall not be allocated to any Member if such allocation would, together with any decrease (and increase) of such Member's Capital Account pursuant to the provisions of Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6), cause or increase a deficit balance in such Member's Capital Account as of the end of the taxable year to which such allocation relates. A Member's Capital Account adjusted as provided by this subsection 5.5.1 shall be referred to as the "Adjusted Capital Account".

(b) Any Losses not allocable to a Member pursuant to the foregoing subsection shall be allocated to such Members who have positive Adjusted Capital Accounts in proportion to their respective positive Adjusted Capital Accounts, with any Losses in excess of such Adjusted Capital Accounts being allocated to them in proportion to their respective Percentage Interests.

(c) If a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations §1.704-1(b) (ii) (d) (4), (5) and/or (6), then such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate any deficit balance in such Member's Adjusted Capital Account as quickly as possible.

5.5.2 In the event any allocation is required pursuant to Sections 5.4 and 5.5, items of Income shall be specially allocated in the year allocations are made pursuant to said Sections and, if necessary, in subsequent years, in such a fashion to cause the income, expense, loss and gain allocated to each Member to be equal, in the aggregate, to the amount that would have been allocated to such Member had no allocation been required pursuant to Sections 5.4 and 5.5.

5.6 Allocation of Ordinary Income.

Notwithstanding anything to the contrary contained herein, any gain which is taxable as ordinary income as a result of depreciation or cost recovery taken by the Company be allocated among the Members in the proportion that such losses of the Company were previously allocated among the Members.

5.7 IRC Section 704 Modifications.

If the Company receives the written opinion of tax counsel to the Company or the advice of the Company's independent certified public accountant that the allocations of income, gain, loss, deduction or credit (or items thereof) would not fully conform to IRC Section 704(b), the Members are directed to make such allocations and/or amendment to this Agreement as advised by such tax counsel or accountant. Any allocation made pursuant to this Section 5.7 shall supersede any allocation otherwise provided in this Agreement and no approval of any Member shall be required. The Members agree to promptly execute any amendment to the operating agreement of the pursuant to the provisions of this Section 5.7 and upon failure to do so, the Managers, as the other Members' attorney-in-fact, are authorized to execute any such amendment on behalf of the other Members. If any Member contributes any property to the Company, gain or loss with respect to such property on the sale or the disposition of such property and "depreciation" with respect to such property shall be allocated pursuant to IRC Section 704(c).

5.8 Distributions.

5.8.1 The Managers shall make a good faith effort to make distributions of Distributable Cash at least quarterly, and monthly if reasonably possible, but only after retaining sufficient cash for a reasonable reserve and satisfying current obligations of the



Company incurred in the ordinary course of business, including the current portion of the Company's long-term debt.

5.8.2 Distributable Cash shall be distributed to the Members as follows:

(a) First, if applicable, to the Members who have made loans to the Company, in proportion to their respective outstanding balances, first to pay accrued interest and then to repay the outstanding loan balances until they have been reduced to zero.

(b) Next, to the Members in accordance with their Percentage Interest.

5.8.3 Notwithstanding anything to the contrary contained in this Agreement, distributions made on the liquidation of the Company shall be made first to the Members up to and in proportion to the positive balances of their Capital Accounts.

#### 5.9 Identity of Distributees.

Distributions shall be made only to Persons who, according to the books and records of the Company, are the owners of record of a Membership Interest in the Company on a date to be determined by the Managers. Neither any Manager nor the Company shall incur any liability for making distributions in accordance with the preceding sentence, whether or not such Manager has knowledge or notice of any transfer of any Membership Interest in the Company.

#### 5.10 Improper Distributions.

In the event any Person receives any distribution in excess of the amount properly distributable to such Person, the other Members may either require such Person to return to the Company such excess amount, or provide that such excess distribution shall be treated as the first amount next distributable to that Person under this Agreement.

#### 5.11 Distributions Upon Transfer of Membership Interests.

If a Membership Interest in the Company is transferred, the income, gains, losses and deductions allocable to the Membership Interest transferred for the calendar year during which the transfer occurred will be allocated between the transferor and transferee of the interest in proportion to the time during the calendar year that the interest was owned by the transferor and transferee. Each transferee will be credited with the Capital Account of the transferor's interest in the Company; the Capital Account will be allocated in proportion to the fraction of the interest respectively transferred and retained.

## 6. ACCOUNTING AND REPORTS

### 6.1 Accounting Decisions.

All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made unanimously by the Managers who may rely upon the advice of the accountants of the Company.

### 6.2 Records and Accounting Methods.

The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods recommended by the Company's accountants. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business.

### 6.3 Access For Members to Accounting Records.

All books and records of the Company shall be maintained at the Company's principal place of business, and each Member, and his duly authorized representative, shall have access to them at such office and the right to inspect and copy them at reasonable times.

### 6.4 Annual Tax Information For Members.

The Managers shall use their best efforts to deliver to each Member within ninety (90) days after the end of each Accounting Period all information necessary for the preparation of such Member's federal income tax return. The Members shall also use their best efforts to cause to be prepared, within one hundred twenty (120) days after the end of each calendar year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of cash flows, and a statement of reconciliation of the Capital Accounts of Members.

### 6.5 Partnership Representative

(a) The Managers and the Company shall take all reasonable actions to opt out of and avoid the application to the Company of the provisions of sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015 ("Budget Act Provisions"). If, however, the Budget Act Provisions do apply to the Company, the Managers shall appoint an individual or entity to serve as the Company's "Partnership Representative" for purposes of Sections 6221 through 6241 of the Code. The Partnership Representative shall be E3 Acquisition, LLC unless and until the Managers appoint a successor Partnership Representative. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any tax authorities, including resulting administrative and judicial proceedings, to sign consents and enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings, and to expend the Company's funds for professional services incurred in connection therewith.

(b) The Partnership Representative shall duly and timely elect under Section 6226 of the Internal Revenue Code to require each person who was a Member during the taxable year of Company that was audited (a “Reviewed Year”) to personally bear its proportionate share of all taxes, interest, additions to tax, and penalties (“Tax Liability”) resulting from adjustments based on such audit and shall notify each such person and the Internal Revenue Service of each person’s proportionate share of the audit adjustments. If for any reason the Company is liable for a Tax Liability as a result of an audit, each person who was a Member during the Reviewed Year shall pay to the Company an amount equal to such person’s proportionate share of the Tax Liability, as determined by the Partnership Representative, based on the amount each person should have borne (computed at the tax rate used to compute the Company’s liability) had the Company’s tax return for the Reviewed Year reflected the audit adjustment, and the expense for the Company’s payment of such Tax Liability shall be specially allocated to such persons (or their successors) in such proportions. The obligations of each Member or former Member under this paragraph shall survive the transfer or redemption by such Member of its interest in the Company and the termination of this Agreement or the dissolution of the Company.

(c) Each Member shall provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Member, as is reasonably requested by the Partnership Representative to enable the Company to satisfy any applicable tax reporting or compliance requirements, to make any tax election or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Member was admitted to the Company. If a Member fails to provide any such forms, statements, or other information requested by the Partnership Representative, such Member shall indemnify the Company for the share of any tax deficiency paid or payable by the Company that is due to such failure (as reasonably determined by the Partnership Representative). The obligations set forth in this paragraph will survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(d) The Partnership Representative is not personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, action, failure to act, or breach of, or failure to discharge, its duties or obligations in such capacity, except to the extent such damages arose from the Partnership Representative’s fraud, bad faith, willful misconduct or gross negligence, or to the extent such exemption from liability or limitation thereof is not permitted under applicable law.

(e) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless any person who serves as Partnership Representative, or as an officer or director of a corporate Partnership Representative, with respect to any claim or demand against such person and any debt, obligation or other liability incurred by such person by reason of such person’s former or present capacity as the Partnership Representative (or as an officer or director of a corporate Partnership Representative). The indemnification provided hereunder shall not be deemed exclusive of any other rights to which any person may be entitled under this Agreement, or under any applicable law, or any other agreement. Any amendment, modification or repeal of any portion of this paragraph shall not adversely affect any right or protection of a Partnership Representative in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. Notwithstanding the preceding provisions of this paragraph, the Company

shall not indemnify the Partnership Representative for any liability for fraud, bad faith, willful misconduct or gross negligence.

(f) The Partnership Representative may employ tax counsel to represent the Company in connection with any tax audit or investigation of the Company and any administrative or judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company.

#### 6.6 Annual Filings With the Secretary of State.

The Managers shall, within ninety (90) days after filing the original Articles of Organization for the Company, and thereafter on or before its due date, file with the California Secretary of State an annual statement on a form prescribed by the Secretary of State and enclose any required filing fee. The statement required to be filed must contain all of the information required by Section 17060 of the Act.

### 7. MANAGEMENT OF COMPANY

7.1 Controlled By The Managers. The Company shall be controlled by the its Managers who, subject to the restrictions of Section 7.2 below, shall have the exclusive authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Abraham Bak (“Bak”) and Menachem Gastwirth (“Gastwirth”) shall each have the right to appoint one (1) Manager. The initial Manager appointed by Bak (the “Bak Manager”) shall be Abraham Bak so long as he is living and competent to serve as Manager. The initial Manager appointed by Gastwirth (the “Gastwirth Manager”) shall be Menachem Gastwirth so long as he is living and competent to serve as Manager. In the event one of the aforesaid Persons is no longer able to serve as Manager, Bak, or his successors and assigns, shall select a replacement for the Bak Manager; and Gastwirth, or his successors and assigns, shall select a replacement for the Gastwirth Manager. Bak shall have the right, at any time, to remove the Bak Manager and select a replacement for the Bak Manager. Gastwirth shall have the right, at any time, to remove the Gastwirth Manager and select a replacement for the Gastwirth Manager. Each Manager shall have one (1) vote for any decision made by the Managers and the vote of both Managers shall be required for all decisions. Notwithstanding anything to the contrary, so long as either Abraham Bak or Menachem Gastwirth are serving as a Manager, the signature of either of them alone shall be sufficient to bind the Company. At such time as neither of them is serving as a Manager, the signatures of both Managers shall be required to bind the Company to any document, instrument or certificate, of any nature whatsoever. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Managers as set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, in no event shall the Members take part in, or interfere in any manner with, the management, conduct or control of the Company business or have any right or authority to act for or bind the Company.

#### 7.2 Limitation on Managers’ Authority.

Subject to any limitations set forth in the Member’s Operating Agreement, and notwithstanding anything herein to the contrary, without in each instance receiving the prior

written consent of all of the Members, the Managers shall have no authority to, and they covenant and agree that they will not:

7.2.1 Do any act in contravention of this Agreement or the Member's Operating Agreement;

7.2.2 Do any act which would make it impossible to carry on the ordinary business of the Company;

7.2.3 Confess a judgment against the Company;

7.2.4 Possess Company property or assign rights in specific Company property for other than a Company purpose; or

7.2.5 Admit a Person as a Manager, except as otherwise provided for herein.

7.2.6 Take any action that requires the consent of the members of Holdco under Section 7.2 of the Member's Operating Agreement without obtaining the consent of such members.

7.3 Intentionally Omitted.

7.4 Authority to Adopt By-Laws for the Company.

The Managers shall have the right to adopt By-Laws for the Company which By-Laws shall be consistent with this Agreement, and which shall provide for the operation and governance of the Company. The By-Laws may provide for the election of officers of the Company, their term, their duties and powers, and provisions with respect to special meetings of Members of the Company. In the event there is an inconsistency between the By-Laws adopted pursuant to this Section, and the terms of this Agreement, the terms and provisions of this Agreement shall be controlling.

7.5 Management Fees.

(a) The Managers shall be entitled to a management fee equal to \$2,500 per month for the Facility.

(b) In connection with any mortgage financing obtained by the Company, (including the loan financing contemporaneous with the acquisition of the Facility), the Managers shall be entitled to a financing fee equal to 1% of the principal amount of any mortgage loan obtained by the Company due upon the closing of such loan.

(c) In connection with any new lease(s) entered into by the Company, the Managers shall be entitled to a leasing fee equal to 1% of the first year base rent under such lease

due on the effective date of the lease.

(d) In connection with the acquisition of the Facility, the Managers shall be entitled to an acquisition fee equal to 1% of the purchase price of the Facility, payable concurrently with the acquisition.

(e) In connection with a sale of the Facility, the Managers shall be entitled to a disposition fee equal to 1% of the sale price upon the closing of such sale.

#### 7.6 Reimbursable Expenses.

(a) The Company shall pay or cause to be paid all expenses of every nature and description incurred in connection with the organization of the Company, preparation of this Agreement, entering into the lease agreement for the Facility and management agreement, and operating the Facility.

(b) The Managers shall cause to be furnished at its sole cost and expense, executive administrative offices and general clerical, and secretarial services to the Company. The Company's ongoing legal and accounting costs shall be paid directly by the Company. Except for the foregoing, the Managers shall be entitled to reimbursement from the Company for out-of-pocket expenses expended by them/it and directly attributable to the conduct of the Company's business. Such out-of-pocket expenses include due diligence expenses related to the formation of this Company and the purchase of the Facility, provided documentation of such expenses is provided to the Member, on demand. All such expenses shall be reimbursed to the Managers by the Company prior to any distributions hereunder.

#### 7.7 Limitation on Engaging Affiliates.

The Managers may engage one or more entities to perform Company activities for a fee, which fee shall be an expense of the Company. Except as otherwise expressly provided for herein, neither any Manager, a Member, nor any of their Affiliates shall be engaged for such services, unless the fee or compensation to be paid for such services is competitive with the fee or compensation of independent persons engaged in the business of rendering comparable services and is no greater than the amount any Manager, a Member, or their affiliates customarily charge independent third parties for comparable services. Neither any Manager nor any Member shall receive any rebates or give-ups, nor shall it participate in any reciprocal business arrangements which would circumvent these restrictions.

#### 7.8 Limitation of Liability of Managers and Members.

No Manager or Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on any Manager or Member by this Agreement, or by law, unless such act or omission was performed or omitted fraudulently or in bad faith or constituted negligence or willful malfeasance.

## 7.9 Indemnification.

The Company shall indemnify, protect, defend and hold harmless the Managers, the Members and all of their affiliates (collectively, an “Indemnified Party”), from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or related to, or in furtherance of the interest of, the Company, including but not limited to any judgment, award, settlement, attorneys’ fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the act, omission or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for the Company business and were not performed or omitted fraudulently or in bad faith or as a result of negligence or willful malfeasance by such Indemnified Party.

## 8. MEETINGS

### 8.1 Meetings of the Members.

8.1.1 All meetings of Members shall be held at the principal executive office of the Company, or at any other place, within or without the State of California, specified by the Managers. The place of any meeting of Members shall be specified in the notice calling such meeting.

8.1.2 A special meeting of the Members for any purpose or purposes whatsoever may be called at any time by any Member or any Manager.

8.1.3 Whenever Members are required to or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) days or more than forty-five (45) days before the date of the meeting, to each Member. Such notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted at such special meeting. Notice of the meeting shall be given either personally or by first class mail, or other means of written communication, addressed to the Member as shown on the books of the Company. When a Members’ meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereafter are announced at the meeting to which the adjournment is taken. At the adjourned meeting, the Members may transact any business which might have been transacted at the original meeting. At any meeting of Members, the unanimous vote and/or approval of all Members shall be required for a decision to be binding.

8.1.4 Members may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all Members participating in such meeting can hear one another. Participation in a meeting pursuant to this subsection constitutes presence in person at such a meeting.

8.1.5 Any action that can be taken at a meeting may be adopted by unanimous consent in writing of all Members.

8.2 Meetings of the Managers.

The Managers shall meet at such times as they deem appropriate to review the operations of the Facility and the Company.

9. LIMITATION OF LIABILITY

Each Member's and Manager's liability shall be limited as set forth in the Act and other applicable law. A Member or Manager shall not be liable for any debts or losses of the Company.

10. PROHIBITIONS ON TRANSFER

No Member may transfer his or its Membership Interest in the Company to any third party, other than a Permitted Transfer, without the prior written consent of the Managers, which consent may be withheld in the sole and unfettered discretion of the Managers. Any transfer made without such consent is null and void. As used herein, "Permitted Transfer" means any transfer to (i) another Member, (ii) a trust for such Member's benefit or the benefit of such Member's spouse and/or family, (iii) any family member(s) of such Member as a result of such Member's death, (iv) such Member's spouse or former spouse in connection with a property settlement agreement or decree of marital dissolution, or (v) any other person if there is no change in beneficial ownership and/or control of such interest.

11. RIGHT OF FIRST REFUSAL.

Subject to Section 10 above, each time a Member proposes to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his Membership Interest (or as required by operation of law or other involuntary transfer to do so) (hereinafter, a "Transfer"), other than to another Member, such Member shall first offer such Membership Interest to the non-transferring Member(s) in accordance with the following provisions:

11.1 Such Member (the "Transferor") shall deliver a written notice (the "Transfer Notice") to the other Member(s) stating (i) such Member's bona fide intention to transfer such Membership Interest, (ii) the name and address of the proposed transferee, (iii) the Membership Interest to be transferred, and (iv) the purchase price and terms of payment for which the Member proposes to transfer such Membership Interest. The Transfer Notice shall be accompanied by any offers, counter-offers, agreement(s), and documentation evidencing the proposed Transfer.

11.2 Within fifteen (15) days after receipt of the Transfer Notice, each non-transferring Member shall notify the Transferor in writing of his or his wholly-owned affiliate's desire to purchase a portion of the Membership Interest being so transferred. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to purchase any of the Membership Interest which may be so transferred. Each Member so electing to purchase shall be entitled to purchase a portion of such Membership Interest in the same proportion that the Percentage Interest of such Member bears to the aggregate of the



Percentage Interests of all of the Members electing to so purchase the Membership Interest being transferred. In the event any Member elects to purchase none or less than all of his pro rata share of such Membership Interest, then the other Members can elect to purchase more than their pro rata share.

11.3 Within fifteen (15) days after receipt of the Transfer Notice, the Members electing to purchase such Membership Interest shall have the first right to purchase or obtain such Membership Interest at the time, upon the price and terms of payment designated in such notice. If such notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the noncash consideration offered as determined by the Managers.

11.4 If the other Members elect not to purchase or obtain all of the Membership Interest designated in the Transfer Notice, then the Transferor may transfer the Membership Interest described in the Transfer Notice to the proposed transferee, provided such transfer (i) is completed within thirty (30) days after the expiration of the other Members' right to purchase such Membership Interest, (ii) is made on terms no less favorable to the transferring Member than as designated in the Transfer Notice, and (iii) the requirements of Section 11 are met. If such Membership Interest is not so transferred, the transferring Member must give notice in accordance with this Section prior to any other or subsequent Transfer of such Membership Interest.

## 12. DISSOLUTION, WINDING UP AND TERMINATION

### 12.1 Dissolution.

The happening of any one of the following events shall dissolve the Company:

12.1.1 The agreement of all the Members to dissolve.

None of the death, dissolution, bankruptcy, expulsion, withdrawal or substitution of a Member shall dissolve the Company. Each Member expressly waives his right to dissolve the Company or to obtain dissolution in any way other than as specified in this Agreement.

### 12.2 Winding Up and Termination.

12.2.1 Upon dissolution of the Company, the Managers, or if there are none, a liquidating agent selected by all Members, shall proceed to sell or otherwise liquidate the assets of the Company within a reasonable time and, after making due provisions for all liabilities to creditors of the Company, shall distribute the assets among the Members in accordance with the provisions for the making of cash distributions set forth in Section 5 of this Agreement.

12.2.2 Within a reasonable time following the completion of the liquidation of the Company's assets, the Managers or liquidating agent shall provide to each of the

Members a statement by the Company's accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation and the amount retained as reserves by the Managers or liquidating agent pursuant to this Section 12.2.

12.2.3 The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of or due provision for liabilities to Company creditors, shall have been distributed among the Members as provided in this Agreement.

12.2.4 At no time during the continuation of the Company shall any value be placed upon the Company name, or the right to its use, or upon the goodwill pertaining to the Company or its business (either as between the Members or for the purpose of determining distributive interests of any Member), and the legal representatives of a Member shall have no right to claim any such value. In the event of a termination and dissolution of the Company, neither the Company name, nor the right to its use, nor the goodwill of the Company, if any, shall be considered to be an asset of the Company. No value shall be put on the Company name for the purpose of liquidation or distribution, or for any other purpose, and no value shall be placed on the Company name or goodwill as between the remaining or surviving Members and the legal representatives of the Estate of any deceased or insolvent Member.

13. INTENTIONALLY OMITTED.

14. MISCELLANEOUS PROVISIONS

14.1 Assurances.

Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Managers deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company or implementing the provisions of this Agreement.

14.2 Notifications.

Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or by telecopy or telegraph, sent by certified or registered United States mail, postage prepaid, return receipt requested ("Mail"). Any notice to be given hereunder by the Company shall be given by the Managers. A notice must be addressed to a Member at the Member's address as set forth on Schedule "A" attached hereto. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given upon delivery. A notice that is sent by Mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

14.3 Complete Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

14.4 Applicable Law.

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of California.

14.5 Article and Section Titles.

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

14.6 Binding Provisions.

This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

14.7 Pronouns.

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

14.8 Separability of Provisions.

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

14.9 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

14.10 Attorneys' Fees.

In the event of a dispute hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**[SEE ATTACHED SIGNATURE PAGE]**

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

**“MEMBERS”**

E3 ACQUISITION, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Abraham Bak  
Title: Manager

**“MANAGERS”**

\_\_\_\_\_  
ABRAHAM BAK

\_\_\_\_\_  
MENACHEM GASTWIRTH

**SCHEDULE "A"**

<b><u>Name and Address of Member</u></b>	<b><u>Initial Capital Contribution</u></b>	<b><u>Percentage Interest</u></b>
E3 ACQUISITION, LLC 6442 Coldwater Canyon Avenue, Suite 100 North Hollywood, California 91606	\$ _____	100%

**SECTION 999.5(d)(1)(B)**

**13) Limited Liability Company Operating Agreement for 5318  
Manzanita Avenue dated February 21, 2023**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
5318 MANZANITA AVENUE, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
5318 MANZANITA AVENUE, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

This Limited Liability Company Operating Agreement (the “Agreement”), dated effective as of February 21, 2023, is entered into by Abraham Bak, Menachem Gastwirth (together, the “Managers”), and those persons set forth on Schedule “A” attached hereto and incorporated herein (hereinafter, the “Member” or the “Members”) with reference to the Recitals set forth below:

**RECITALS:**

WHEREAS, the Members have formed a limited liability company (the “Company”) pursuant to the provisions of the California Revised Uniform Limited Liability Company Act as set forth in Title 2.6 (commencing with Section 17701.01) of the Corporations Code of the State of California (as it may be amended from time to time, the “Act”);

WHEREAS, the parties hereto wish to confirm the organization of the Company upon the terms set forth herein.

In consideration of the covenants and the promises made herein, the parties hereto agree, as follows:

1. **FORMATION**

1.1 **Organization.**

The Company was formed as a limited liability company pursuant to the Act. The parties hereto agree that, from and after the date hereof, the existence, organization, and management of the Company shall in all respects be governed by the terms of this Agreement.

1.2 **Name of the Company.**

The name of the Company is **5318 MANZANITA AVENUE, LLC.**

1.3 **Purpose.**

The Company is organized solely to acquire, own, finance, lease, improve, develop, manage and/or sell the leasehold and/or fee interest in that certain real property improved with a skilled nursing facility thereon at 5318 Manzanita Avenue, Carmichael, California, 95608 (the “Facility”), and to engage in such other activities and businesses that are necessary and/or incidental to the foregoing purposes.

1.4 Term.

The term of the Company commenced on February 21, 2023, and shall continue in perpetuity, unless and until terminated as provided in this Agreement or the Act.

1.5 Principal Place of Business.

The Company's principal place of business shall be located at 6442 Coldwater Canyon Avenue, Suite 100, North Hollywood, California 91606, or at any other place in the State of California which the Managers may determine.

1.6 Resident Agent.

The name and address of the Company's initial resident agent in the State of California is Fenigstein & Kaufman, 1900 Avenue of Stars, Suite 2300, Los Angeles, California 90067.

2. MEMBERS, CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS

2.1 Member(s) of the Company/Membership Interests.

Each Member shall own a percentage of the Company ("Percentage Interest") equal to the percentage set forth opposite the Member's name below, as adjusted from time to time in accordance with this Agreement and the Act. The initial Percentage Interest shall be:

<u>Member</u>	<u>Percentage Interest</u>
E3 Acquisition, LLC	100%

Reference in this Agreement to a "Member's Interest" or "Membership Interest" shall mean a Member's entire interest in the Company, including its right to its share of the Company's profits, losses and distributions, the right to vote or participate in management, as provided below, and the right to receive information concerning the business and affairs of the Company.

2.2 Capital Contributions of the Members.

Upon signing this Agreement, the Member(s) have contributed, or will contribute the amount set forth opposite their respective names on Schedule "A" attached hereto (their "Initial Capital Contribution").

2.3 Additional Capital Contributions.

2.3.1 Subject to any limitations set forth in the Member's Operating Agreement, the Member(s) may be required to make additional Capital Contributions to the

Company if the Managers unanimously determine that the Company requires additional funding for operating expenses and capital expenditures in addition to the Initial Capital Contributions. Each Member shall then contribute the additional capital required in proportion to the Members' Initial Capital Contributions to the Company.

2.3.2 Prior to requiring additional capital contributions, the Managers shall first make every reasonable effort to obtain for the Company's benefit third party loans to fund such requirements.

#### 2.4 Capital Account.

A Capital Account shall be maintained for each Member. The Capital Account for each Member shall be equal to such Member's Initial Capital Contribution increased by (i) cash and the fair market value of any property subsequently contributed to the Company by such Member (net of liabilities assumed or taken subject to by the Company) and (ii) such Member's allocable share of profits and income and gains, and decreased by (a) cash and the fair market value of property distributed to such Member, (b) such Member's allocable share of losses and expenses, (c) such Member's allocable share of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code of 1986 ("IRC"); and notwithstanding the above, further adjusted as required to comply with Treasury Regulations §1.704-1(b)(2)(iv). Each Member shall have a single Capital Account which shall reflect all capital interests of such Member (regardless of class or time of acquisition).

#### 2.5 No Interest on Capital.

No interest will be paid to the Members on capital contributions or on Capital Account balances.

#### 2.6 Return of Capital.

Except as otherwise specifically provided herein, no time has been agreed upon for the Contributions of the Members to be returned to them. No Member has the right to demand and receive property other than cash in return for that Member's capital contributions.

#### 2.7 Admission of Additional Members.

Subject to any limitations set forth in the Member's Operating Agreement, additional Members may be admitted to the Company only with the prior written consent of the Managers, which may be given or withheld in their sole and unfettered discretion. As a condition to the addition of a new Member pursuant to this Section, the new Member shall execute and acknowledge such instruments, in the form and substance satisfactory to the Managers, as the Managers may deem necessary or desirable to effectuate the admission of the additional Member, and to confirm the agreement of the person or entity being admitted to be bound by all of the terms and provisions of this Agreement. The instruments executed by the new Member shall set forth the Capital Contribution to be made by him. The name(s), address(es), Capital Contribution(s), and Percentage Interest(s) of the additional Member(s), together with any applicable adjustments

to the Percentage Interests of the existing Members, shall be set forth on Schedule "A" attached hereto, as amended from time to time by the Managers.

### 3. MEMBERSHIP CERTIFICATES

#### 3.1 Certificate of Membership Interest.

The Membership Interest in the Company may be represented by a certificate of membership. The exact contents of a certificate of membership may be determined by the Managers but shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued, shall be impressed with the Company seal or a facsimile thereof, and shall be signed by all the Members of the Company. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of California as a limited liability company, the name of the Person to whom issued, the date of issue, and the Percentage Interest represented thereby as of the date of issue. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the Membership Interests shall be set forth in full or summarized on the face or back of the certificates which the Company shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any holder of the Membership Interests upon request without charge.

#### 3.2 Cancellation of Certificate of Membership Interest.

All certificates of membership surrendered to the Company for transfer shall be canceled and no new certificates of membership shall be issued in lieu thereof until the former certificates for a like number of Membership Interests shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

#### 3.3 Replacement of Lost, Stolen, or Destroyed Certificate.

Any Member claiming that his certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Managers of the Company, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the Company not exceeding an amount double the value of the Membership Interests as represented by such certificate (the necessity for such bond and the amount required to be determined by the Managers), a new certificate may be issued of the same tenor and representing the same Percentage Interest as were represented by the certificate alleged to be lost, stolen, or destroyed, subject to adjustment in the event the Percentage Interest of the said Member has been adjusted pursuant to the terms of this Agreement.

### 4. DEFINITIONS

For purposes of this Agreement, the following terms are defined as follows:

4.1 The “Accounting Period” of the Company will be from January 1 to December 31, unless another fiscal year is selected by the Managers and permission to change to such other fiscal year is granted by the Internal Revenue Service.

4.2 “Affiliate” means a Person directly or indirectly controlling, controlled by, or under common control with another Person.

4.3 “Distributable Cash” shall mean gross receipts received by the Company from the ownership, lease, sale, finance, or refinance of the Facility, any insurance recovery, condemnation or similar eminent domain taking, exchange or other disposition of the Facility, minus the following expenses:

(a) Operating expenses of the Company;

(b) Legal, accounting, and general expenses, reasonably incurred by the Company in connection with the business of the Company;

(c) Debt service on loans obtained by the Company to finance its acquisition of the Facility, the operation of the Facility, or the refinancing of such loan(s); and

(d) Reasonable reserves to satisfy current obligations of the Company incurred in the ordinary course of business, together with any sinking fund as may be determined by the Managers should same be necessary for the future capital requirements of the Company in connection with the Company’s business activities.

4.4 “Income”, “Gains”, “Profits”, “Losses” and “Deductions” are the Company’s income, gains, profits, losses and deductions, respectively, as finally determined for federal income tax purposes using the accrual method of accounting.

4.5 “Minimum Gain” shall mean the taxable gain (whether taxable as capital gain or as ordinary income), which would be recognized by the Company if the non-recourse debt of the Company were foreclosed upon and the Company’s property securing such debt were transferred to the creditor in satisfaction thereof, but only to the extent of the excess of (a) the outstanding principal balance of such non-recourse debt, and any accrued but unpaid interest thereon (whether or not added to principal) to the extent permitted by law, over (b) the adjusted basis of such property.

4.6 “Member’s Operating Agreement” means that certain Limited Liability Company Operating Agreement of E3 Acquisition, LLC, a California limited liability company, dated as of February 21, 2023.

4.7 “Percentage Interest” shall mean as to the Members, the percentages set forth opposite their respective names on Schedule “A” annexed hereto and incorporated herein, as they may be adjusted pursuant to the provisions of Section 2 above.

4.8 “Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

## 5. PROFITS, LOSSES, AND DISTRIBUTIONS

### 5.1 Allocation of Losses.

Except as otherwise specifically provided in this Agreement, all Losses (including all expense items separately stated on the Company’s tax return) of the Company shall be allocated among and borne by the Members in proportion to their respective Percentage Interests.

### 5.2 Allocation of Profits.

For each Accounting Period, except as otherwise specifically provided in this Agreement, all Profits and Gains (including all income items separately stated on the Company’s tax Return) shall be allocated to the Members as follows:

5.2.1 First, if Profits arise from the sale or other disposition of property with respect to which an investment tax credit was previously claimed, Profits equal to the amount by which the basis of such property was reduced as a result of such claimed investment tax credit shall be allocated among the Members in the same manner as such investment tax credit was previously allocated;

5.2.2 Next, to the same Members, in the same amounts and in the same order of allocation as Losses were theretofore allocated pursuant to this Agreement, less the amount, if any, of Profits previously allocated under this Section 5.2; and

5.2.3 Thereafter, to the Members in accordance with their Percentage Interests.

Notwithstanding anything to the contrary contained in this Agreement, in the event any Profits from the sale or other disposition of all or any portion of the Company’s interest in the Facility constitutes interest income (including “imputed interest”), such interest income, for each year, shall be allocated among the Members pro rata based upon the amount of deferred principal proceeds received by each of the Members pursuant to Section 5.8.2 during each such year.

### 5.3 Allocation of Credits.

All income tax credits of the Company shall be allocated in accordance with the ratio in which the profits of the Company are allocated among the Members pursuant to Section 5.2 (entitled “Allocation of Profits”) above, for the Company’s taxable year during which the property which gives rise to the income tax credit is placed in service, regardless of whether the Company has a profit or a loss for such taxable year. However, if the ratio in which the Members divide the profits of the Company changes during the taxable year of the Company in which such

property is placed in service, the ratio effective for the date on which the property is placed in service shall apply. To the extent that any income tax credits allocated to the Members are subject to recapture, such recapture income shall be allocated to the Members to whom such tax credits were previously allocated.

#### 5.4 Minimum Gain.

Notwithstanding any other provision of this Agreement to the contrary:

5.4.1 Any item of a Loss deduction, or Code Section 705(a)(2)(B) expenditure that is attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4) shall be allocated to the Member that bears the economic risk of loss for such debt as determined in accordance with Treasury Regulations §1.752-2. The allocation under this Section shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(d).

5.4.2 In the event a Member is allocated items of a Loss, deduction, or Section 705(a)(2)(B) expenditure pursuant to Section 5.4.1, such Member shall be allocated an item of income in an amount equal to the allocation made to that Member pursuant to Section 5.4.1.

5.4.3 Notwithstanding any other provisions of this Section 5.4, if there is a net decrease during a taxable year in the minimum gain attributable to a Member nonrecourse debt, as defined in Treasury Regulations §1.704-2(b)(4), then any Member with a share of the minimum gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) equal to such Member's share of the net decrease in the minimum gain attributable to such Member nonrecourse debt. The allocations under this Section 5.4.3 shall be interpreted in a manner to conform with Treasury Regulations §1.704-2(i).

#### 5.5 Qualified Income Offset.

5.5.1 Notwithstanding anything to the contrary contained herein, allocations of Profits, Gain and Losses to the Members shall be made in a manner to comply with the provisions of Treasury Regulations §1.704-1(b)(2) (ii)(d). It is the Member's intent that the following provisions, to the extent permitted by Treasury Regulations §1.704-1(b)(2)(ii)(d), shall not affect the allocation of Losses or deductions (or items thereof) attributable to non-recourse debt which is secured by the Company's property. In furtherance thereof, the following provisions shall apply to the extent required pursuant to the provisions of Treasury Regulations §1.705-1(b)(2)(ii)(d):

(a) Except for allocation of non-recourse deductions, Losses shall not be allocated to any Member if such allocation would, together with any decrease (and increase) of such Member's Capital Account pursuant to the provisions of Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6), cause or increase a deficit balance in such Member's Capital Account as of the end of the taxable year to which such allocation relates. A Member's Capital Account adjusted as provided by this subsection 5.5.1 shall be referred to as the "Adjusted Capital Account".

(b) Any Losses not allocable to a Member pursuant to the foregoing subsection shall be allocated to such Members who have positive Adjusted Capital Accounts in proportion to their respective positive Adjusted Capital Accounts, with any Losses in excess of such Adjusted Capital Accounts being allocated to them in proportion to their respective Percentage Interests.

(c) If a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations §1.704-1(b) (ii) (d) (4), (5) and/or (6), then such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate any deficit balance in such Member's Adjusted Capital Account as quickly as possible.

5.5.2 In the event any allocation is required pursuant to Sections 5.4 and 5.5, items of Income shall be specially allocated in the year allocations are made pursuant to said Sections and, if necessary, in subsequent years, in such a fashion to cause the income, expense, loss and gain allocated to each Member to be equal, in the aggregate, to the amount that would have been allocated to such Member had no allocation been required pursuant to Sections 5.4 and 5.5.

#### 5.6 Allocation of Ordinary Income.

Notwithstanding anything to the contrary contained herein, any gain which is taxable as ordinary income as a result of depreciation or cost recovery taken by the Company be allocated among the Members in the proportion that such losses of the Company were previously allocated among the Members.

#### 5.7 IRC Section 704 Modifications.

If the Company receives the written opinion of tax counsel to the Company or the advice of the Company's independent certified public accountant that the allocations of income, gain, loss, deduction or credit (or items thereof) would not fully conform to IRC Section 704(b), the Members are directed to make such allocations and/or amendment to this Agreement as advised by such tax counsel or accountant. Any allocation made pursuant to this Section 5.7 shall supersede any allocation otherwise provided in this Agreement and no approval of any Member shall be required. The Members agree to promptly execute any amendment to the operating agreement of the pursuant to the provisions of this Section 5.7 and upon failure to do so, the Managers, as the other Members' attorney-in-fact, are authorized to execute any such amendment on behalf of the other Members. If any Member contributes any property to the Company, gain or loss with respect to such property on the sale or the disposition of such property and "depreciation" with respect to such property shall be allocated pursuant to IRC Section 704(c).

#### 5.8 Distributions.

5.8.1 The Managers shall make a good faith effort to make distributions of Distributable Cash at least quarterly, and monthly if reasonably possible, but only after retaining sufficient cash for a reasonable reserve and satisfying current obligations of the



Company incurred in the ordinary course of business, including the current portion of the Company's long-term debt.

5.8.2 Distributable Cash shall be distributed to the Members as follows:

(a) First, if applicable, to the Members who have made loans to the Company, in proportion to their respective outstanding balances, first to pay accrued interest and then to repay the outstanding loan balances until they have been reduced to zero.

(b) Next, to the Members in accordance with their Percentage Interest.

5.8.3 Notwithstanding anything to the contrary contained in this Agreement, distributions made on the liquidation of the Company shall be made first to the Members up to and in proportion to the positive balances of their Capital Accounts.

#### 5.9 Identity of Distributees.

Distributions shall be made only to Persons who, according to the books and records of the Company, are the owners of record of a Membership Interest in the Company on a date to be determined by the Managers. Neither any Manager nor the Company shall incur any liability for making distributions in accordance with the preceding sentence, whether or not such Manager has knowledge or notice of any transfer of any Membership Interest in the Company.

#### 5.10 Improper Distributions.

In the event any Person receives any distribution in excess of the amount properly distributable to such Person, the other Members may either require such Person to return to the Company such excess amount, or provide that such excess distribution shall be treated as the first amount next distributable to that Person under this Agreement.

#### 5.11 Distributions Upon Transfer of Membership Interests.

If a Membership Interest in the Company is transferred, the income, gains, losses and deductions allocable to the Membership Interest transferred for the calendar year during which the transfer occurred will be allocated between the transferor and transferee of the interest in proportion to the time during the calendar year that the interest was owned by the transferor and transferee. Each transferee will be credited with the Capital Account of the transferor's interest in the Company; the Capital Account will be allocated in proportion to the fraction of the interest respectively transferred and retained.

## 6. ACCOUNTING AND REPORTS

### 6.1 Accounting Decisions.

All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made unanimously by the Managers who may rely upon the advice of the accountants of the Company.

### 6.2 Records and Accounting Methods.

The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods recommended by the Company's accountants. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business.

### 6.3 Access For Members to Accounting Records.

All books and records of the Company shall be maintained at the Company's principal place of business, and each Member, and his duly authorized representative, shall have access to them at such office and the right to inspect and copy them at reasonable times.

### 6.4 Annual Tax Information For Members.

The Managers shall use their best efforts to deliver to each Member within ninety (90) days after the end of each Accounting Period all information necessary for the preparation of such Member's federal income tax return. The Members shall also use their best efforts to cause to be prepared, within one hundred twenty (120) days after the end of each calendar year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of cash flows, and a statement of reconciliation of the Capital Accounts of Members.

### 6.5 Partnership Representative

(a) The Managers and the Company shall take all reasonable actions to opt out of and avoid the application to the Company of the provisions of sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015 ("Budget Act Provisions"). If, however, the Budget Act Provisions do apply to the Company, the Managers shall appoint an individual or entity to serve as the Company's "Partnership Representative" for purposes of Sections 6221 through 6241 of the Code. The Partnership Representative shall be E3 Acquisition, LLC unless and until the Managers appoint a successor Partnership Representative. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any tax authorities, including resulting administrative and judicial proceedings, to sign consents and enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings, and to expend the Company's funds for professional services incurred in connection therewith.

(b) The Partnership Representative shall duly and timely elect under Section 6226 of the Internal Revenue Code to require each person who was a Member during the taxable year of Company that was audited (a “Reviewed Year”) to personally bear its proportionate share of all taxes, interest, additions to tax, and penalties (“Tax Liability”) resulting from adjustments based on such audit and shall notify each such person and the Internal Revenue Service of each person’s proportionate share of the audit adjustments. If for any reason the Company is liable for a Tax Liability as a result of an audit, each person who was a Member during the Reviewed Year shall pay to the Company an amount equal to such person’s proportionate share of the Tax Liability, as determined by the Partnership Representative, based on the amount each person should have borne (computed at the tax rate used to compute the Company’s liability) had the Company’s tax return for the Reviewed Year reflected the audit adjustment, and the expense for the Company’s payment of such Tax Liability shall be specially allocated to such persons (or their successors) in such proportions. The obligations of each Member or former Member under this paragraph shall survive the transfer or redemption by such Member of its interest in the Company and the termination of this Agreement or the dissolution of the Company.

(c) Each Member shall provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Member, as is reasonably requested by the Partnership Representative to enable the Company to satisfy any applicable tax reporting or compliance requirements, to make any tax election or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Member was admitted to the Company. If a Member fails to provide any such forms, statements, or other information requested by the Partnership Representative, such Member shall indemnify the Company for the share of any tax deficiency paid or payable by the Company that is due to such failure (as reasonably determined by the Partnership Representative). The obligations set forth in this paragraph will survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(d) The Partnership Representative is not personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, action, failure to act, or breach of, or failure to discharge, its duties or obligations in such capacity, except to the extent such damages arose from the Partnership Representative’s fraud, bad faith, willful misconduct or gross negligence, or to the extent such exemption from liability or limitation thereof is not permitted under applicable law.

(e) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless any person who serves as Partnership Representative, or as an officer or director of a corporate Partnership Representative, with respect to any claim or demand against such person and any debt, obligation or other liability incurred by such person by reason of such person’s former or present capacity as the Partnership Representative (or as an officer or director of a corporate Partnership Representative). The indemnification provided hereunder shall not be deemed exclusive of any other rights to which any person may be entitled under this Agreement, or under any applicable law, or any other agreement. Any amendment, modification or repeal of any portion of this paragraph shall not adversely affect any right or protection of a Partnership Representative in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. Notwithstanding the preceding provisions of this paragraph, the Company

shall not indemnify the Partnership Representative for any liability for fraud, bad faith, willful misconduct or gross negligence.

(f) The Partnership Representative may employ tax counsel to represent the Company in connection with any tax audit or investigation of the Company and any administrative or judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company.

#### 6.6 Annual Filings With the Secretary of State.

The Managers shall, within ninety (90) days after filing the original Articles of Organization for the Company, and thereafter on or before its due date, file with the California Secretary of State an annual statement on a form prescribed by the Secretary of State and enclose any required filing fee. The statement required to be filed must contain all of the information required by Section 17060 of the Act.

### 7. MANAGEMENT OF COMPANY

7.1 Controlled By The Managers. The Company shall be controlled by the its Managers who, subject to the restrictions of Section 7.2 below, shall have the exclusive authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Abraham Bak (“Bak”) and Menachem Gastwirth (“Gastwirth”) shall each have the right to appoint one (1) Manager. The initial Manager appointed by Bak (the “Bak Manager”) shall be Abraham Bak so long as he is living and competent to serve as Manager. The initial Manager appointed by Gastwirth (the “Gastwirth Manager”) shall be Menachem Gastwirth so long as he is living and competent to serve as Manager. In the event one of the aforesaid Persons is no longer able to serve as Manager, Bak, or his successors and assigns, shall select a replacement for the Bak Manager; and Gastwirth, or his successors and assigns, shall select a replacement for the Gastwirth Manager. Bak shall have the right, at any time, to remove the Bak Manager and select a replacement for the Bak Manager. Gastwirth shall have the right, at any time, to remove the Gastwirth Manager and select a replacement for the Gastwirth Manager. Each Manager shall have one (1) vote for any decision made by the Managers and the vote of both Managers shall be required for all decisions. Notwithstanding anything to the contrary, so long as either Abraham Bak or Menachem Gastwirth are serving as a Manager, the signature of either of them alone shall be sufficient to bind the Company. At such time as neither of them is serving as a Manager, the signatures of both Managers shall be required to bind the Company to any document, instrument or certificate, of any nature whatsoever. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Managers as set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, in no event shall the Members take part in, or interfere in any manner with, the management, conduct or control of the Company business or have any right or authority to act for or bind the Company.

#### 7.2 Limitation on Managers’ Authority.

Subject to any limitations set forth in the Member’s Operating Agreement, and notwithstanding anything herein to the contrary, without in each instance receiving the prior

written consent of all of the Members, the Managers shall have no authority to, and they covenant and agree that they will not:

7.2.1 Do any act in contravention of this Agreement or the Member's Operating Agreement;

7.2.2 Do any act which would make it impossible to carry on the ordinary business of the Company;

7.2.3 Confess a judgment against the Company;

7.2.4 Possess Company property or assign rights in specific Company property for other than a Company purpose; or

7.2.5 Admit a Person as a Manager, except as otherwise provided for herein.

7.2.6 Take any action that requires the consent of the members of Holdco under Section 7.2 of the Member's Operating Agreement without obtaining the consent of such members.

7.3 Intentionally Omitted.

7.4 Authority to Adopt By-Laws for the Company.

The Managers shall have the right to adopt By-Laws for the Company which By-Laws shall be consistent with this Agreement, and which shall provide for the operation and governance of the Company. The By-Laws may provide for the election of officers of the Company, their term, their duties and powers, and provisions with respect to special meetings of Members of the Company. In the event there is an inconsistency between the By-Laws adopted pursuant to this Section, and the terms of this Agreement, the terms and provisions of this Agreement shall be controlling.

7.5 Management Fees.

(a) The Managers shall be entitled to a management fee equal to \$2,500 per month for the Facility.

(b) In connection with any mortgage financing obtained by the Company, (including the loan financing contemporaneous with the acquisition of the Facility), the Managers shall be entitled to a financing fee equal to 1% of the principal amount of any mortgage loan obtained by the Company due upon the closing of such loan.

(c) In connection with any new lease(s) entered into by the Company, the Managers shall be entitled to a leasing fee equal to 1% of the first year base rent under such lease

due on the effective date of the lease.

(d) In connection with the acquisition of the Facility, the Managers shall be entitled to an acquisition fee equal to 1% of the purchase price of the Facility, payable concurrently with the acquisition.

(e) In connection with a sale of the Facility, the Managers shall be entitled to a disposition fee equal to 1% of the sale price upon the closing of such sale.

#### 7.6 Reimbursable Expenses.

(a) The Company shall pay or cause to be paid all expenses of every nature and description incurred in connection with the organization of the Company, preparation of this Agreement, entering into the lease agreement for the Facility and management agreement, and operating the Facility.

(b) The Managers shall cause to be furnished at its sole cost and expense, executive administrative offices and general clerical, and secretarial services to the Company. The Company's ongoing legal and accounting costs shall be paid directly by the Company. Except for the foregoing, the Managers shall be entitled to reimbursement from the Company for out-of-pocket expenses expended by them/it and directly attributable to the conduct of the Company's business. Such out-of-pocket expenses include due diligence expenses related to the formation of this Company and the purchase of the Facility, provided documentation of such expenses is provided to the Member, on demand. All such expenses shall be reimbursed to the Managers by the Company prior to any distributions hereunder.

#### 7.7 Limitation on Engaging Affiliates.

The Managers may engage one or more entities to perform Company activities for a fee, which fee shall be an expense of the Company. Except as otherwise expressly provided for herein, neither any Manager, a Member, nor any of their Affiliates shall be engaged for such services, unless the fee or compensation to be paid for such services is competitive with the fee or compensation of independent persons engaged in the business of rendering comparable services and is no greater than the amount any Manager, a Member, or their affiliates customarily charge independent third parties for comparable services. Neither any Manager nor any Member shall receive any rebates or give-ups, nor shall it participate in any reciprocal business arrangements which would circumvent these restrictions.

#### 7.8 Limitation of Liability of Managers and Members.

No Manager or Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on any Manager or Member by this Agreement, or by law, unless such act or omission was performed or omitted fraudulently or in bad faith or constituted negligence or willful malfeasance.

## 7.9 Indemnification.

The Company shall indemnify, protect, defend and hold harmless the Managers, the Members and all of their affiliates (collectively, an “Indemnified Party”), from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or related to, or in furtherance of the interest of, the Company, including but not limited to any judgment, award, settlement, attorneys’ fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the act, omission or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for the Company business and were not performed or omitted fraudulently or in bad faith or as a result of negligence or willful malfeasance by such Indemnified Party.

## 8. MEETINGS

### 8.1 Meetings of the Members.

8.1.1 All meetings of Members shall be held at the principal executive office of the Company, or at any other place, within or without the State of California, specified by the Managers. The place of any meeting of Members shall be specified in the notice calling such meeting.

8.1.2 A special meeting of the Members for any purpose or purposes whatsoever may be called at any time by any Member or any Manager.

8.1.3 Whenever Members are required to or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) days or more than forty-five (45) days before the date of the meeting, to each Member. Such notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted at such special meeting. Notice of the meeting shall be given either personally or by first class mail, or other means of written communication, addressed to the Member as shown on the books of the Company. When a Members’ meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereafter are announced at the meeting to which the adjournment is taken. At the adjourned meeting, the Members may transact any business which might have been transacted at the original meeting. At any meeting of Members, the unanimous vote and/or approval of all Members shall be required for a decision to be binding.

8.1.4 Members may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all Members participating in such meeting can hear one another. Participation in a meeting pursuant to this subsection constitutes presence in person at such a meeting.

8.1.5 Any action that can be taken at a meeting may be adopted by unanimous consent in writing of all Members.

8.2 Meetings of the Managers.

The Managers shall meet at such times as they deem appropriate to review the operations of the Facility and the Company.

9. LIMITATION OF LIABILITY

Each Member's and Manager's liability shall be limited as set forth in the Act and other applicable law. A Member or Manager shall not be liable for any debts or losses of the Company.

10. PROHIBITIONS ON TRANSFER

No Member may transfer his or its Membership Interest in the Company to any third party, other than a Permitted Transfer, without the prior written consent of the Managers, which consent may be withheld in the sole and unfettered discretion of the Managers. Any transfer made without such consent is null and void. As used herein, "Permitted Transfer" means any transfer to (i) another Member, (ii) a trust for such Member's benefit or the benefit of such Member's spouse and/or family, (iii) any family member(s) of such Member as a result of such Member's death, (iv) such Member's spouse or former spouse in connection with a property settlement agreement or decree of marital dissolution, or (v) any other person if there is no change in beneficial ownership and/or control of such interest.

11. RIGHT OF FIRST REFUSAL.

Subject to Section 10 above, each time a Member proposes to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his Membership Interest (or as required by operation of law or other involuntary transfer to do so) (hereinafter, a "Transfer"), other than to another Member, such Member shall first offer such Membership Interest to the non-transferring Member(s) in accordance with the following provisions:

11.1 Such Member (the "Transferor") shall deliver a written notice (the "Transfer Notice") to the other Member(s) stating (i) such Member's bona fide intention to transfer such Membership Interest, (ii) the name and address of the proposed transferee, (iii) the Membership Interest to be transferred, and (iv) the purchase price and terms of payment for which the Member proposes to transfer such Membership Interest. The Transfer Notice shall be accompanied by any offers, counter-offers, agreement(s), and documentation evidencing the proposed Transfer.

11.2 Within fifteen (15) days after receipt of the Transfer Notice, each non-transferring Member shall notify the Transferor in writing of his or his wholly-owned affiliate's desire to purchase a portion of the Membership Interest being so transferred. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to purchase any of the Membership Interest which may be so transferred. Each Member so electing to purchase shall be entitled to purchase a portion of such Membership Interest in the same proportion that the Percentage Interest of such Member bears to the aggregate of the



Percentage Interests of all of the Members electing to so purchase the Membership Interest being transferred. In the event any Member elects to purchase none or less than all of his pro rata share of such Membership Interest, then the other Members can elect to purchase more than their pro rata share.

11.3 Within fifteen (15) days after receipt of the Transfer Notice, the Members electing to purchase such Membership Interest shall have the first right to purchase or obtain such Membership Interest at the time, upon the price and terms of payment designated in such notice. If such notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the noncash consideration offered as determined by the Managers.

11.4 If the other Members elect not to purchase or obtain all of the Membership Interest designated in the Transfer Notice, then the Transferor may transfer the Membership Interest described in the Transfer Notice to the proposed transferee, provided such transfer (i) is completed within thirty (30) days after the expiration of the other Members' right to purchase such Membership Interest, (ii) is made on terms no less favorable to the transferring Member than as designated in the Transfer Notice, and (iii) the requirements of Section 11 are met. If such Membership Interest is not so transferred, the transferring Member must give notice in accordance with this Section prior to any other or subsequent Transfer of such Membership Interest.

## 12. DISSOLUTION, WINDING UP AND TERMINATION

### 12.1 Dissolution.

The happening of any one of the following events shall dissolve the Company:

12.1.1 The agreement of all the Members to dissolve.

None of the death, dissolution, bankruptcy, expulsion, withdrawal or substitution of a Member shall dissolve the Company. Each Member expressly waives his right to dissolve the Company or to obtain dissolution in any way other than as specified in this Agreement.

### 12.2 Winding Up and Termination.

12.2.1 Upon dissolution of the Company, the Managers, or if there are none, a liquidating agent selected by all Members, shall proceed to sell or otherwise liquidate the assets of the Company within a reasonable time and, after making due provisions for all liabilities to creditors of the Company, shall distribute the assets among the Members in accordance with the provisions for the making of cash distributions set forth in Section 5 of this Agreement.

12.2.2 Within a reasonable time following the completion of the liquidation of the Company's assets, the Managers or liquidating agent shall provide to each of the

Members a statement by the Company's accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation and the amount retained as reserves by the Managers or liquidating agent pursuant to this Section 12.2.

12.2.3 The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of or due provision for liabilities to Company creditors, shall have been distributed among the Members as provided in this Agreement.

12.2.4 At no time during the continuation of the Company shall any value be placed upon the Company name, or the right to its use, or upon the goodwill pertaining to the Company or its business (either as between the Members or for the purpose of determining distributive interests of any Member), and the legal representatives of a Member shall have no right to claim any such value. In the event of a termination and dissolution of the Company, neither the Company name, nor the right to its use, nor the goodwill of the Company, if any, shall be considered to be an asset of the Company. No value shall be put on the Company name for the purpose of liquidation or distribution, or for any other purpose, and no value shall be placed on the Company name or goodwill as between the remaining or surviving Members and the legal representatives of the Estate of any deceased or insolvent Member.

13. INTENTIONALLY OMITTED.

14. MISCELLANEOUS PROVISIONS

14.1 Assurances.

Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Managers deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company or implementing the provisions of this Agreement.

14.2 Notifications.

Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or by telecopy or telegraph, sent by certified or registered United States mail, postage prepaid, return receipt requested ("Mail"). Any notice to be given hereunder by the Company shall be given by the Managers. A notice must be addressed to a Member at the Member's address as set forth on Schedule "A" attached hereto. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given upon delivery. A notice that is sent by Mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

14.3 Complete Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

14.4 Applicable Law.

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of California.

14.5 Article and Section Titles.

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

14.6 Binding Provisions.

This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

14.7 Pronouns.

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

14.8 Separability of Provisions.

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

14.9 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

14.10 Attorneys' Fees.

In the event of a dispute hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**[SEE ATTACHED SIGNATURE PAGE]**

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

**“MEMBERS”**

E3 ACQUISITION, LLC,  
a California limited liability company

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

Name: Abraham Bak

Title: Manager

**“MANAGERS”**

\_\_\_\_\_  
ABRAHAM BAK

\_\_\_\_\_  
MENACHEM GASTWIRTH

**SCHEDULE "A"**

<b><u>Name and Address of Member</u></b>	<b><u>Initial Capital Contribution</u></b>	<b><u>Percentage Interest</u></b>
E3 ACQUISITION, LLC 6442 Coldwater Canyon Avenue, Suite 100 North Hollywood, California 91606	\$ _____	100%

**SECTION 999.5(d)(1)(B)**

**14) Limited Liability Company Operating Agreement between IEP and E3 Acquisition LLC dated February 21, 2023**

“THE INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”), QUALIFIED UNDER THE APPLICABLE STATE CORPORATE SECURITIES LAW (THE “LAW”) AND ARE RESTRICTED SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR MEMBER’S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM TO THE PUBLIC. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR QUALIFIED UNDER THE LAW OR QUALIFIED AND/OR REGISTERED UNDER OTHER STATE SECURITIES LAWS WHERE SOLD OR AN EXEMPTION FROM SUCH REGISTRATION OR QUALIFICATION IS AVAILABLE.”

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**OF**

**E3 ACQUISITION, LLC**

**A California Limited Liability Company**

Dated as of February 21, 2023



# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

## E3 ACQUISITION, LLC a California Limited Liability Company

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) is made and entered into as of February 21, 2023, by and among those persons set forth on Schedule “A” attached hereto and incorporated herein (hereinafter the “Members”) with reference to the recitals set forth below:

### PRELIMINARY STATEMENT

WHEREAS, the Members have formed a limited liability company (the “Company”) pursuant to the provisions of the California Revised Uniform Limited Liability Company Act as set forth in Title 2.6 (commencing with Section 17701.01) of the Corporations Code of the State of California (as it may be amended from time to time, the “Act”);

WHEREAS, upon the terms and subject to the conditions set forth herein, each of the Persons listed on Schedule “A” hereto as Members are with the execution of this Agreement acquiring certain Membership Interests (as herein defined) in the Company;

WHEREAS, in accordance with the Act, each of the Members desires to enter into this Agreement to set forth the respective rights, powers and interests of the Members with respect to the Company and their respective Membership Interests therein and to provide for the management of the business and operations of the Company;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I

#### GENERAL DEFINITIONS

##### 1.1 *Definitions.*

All capitalized terms used in this Agreement and not otherwise defined herein shall each have the meaning set forth in this Article I (unless the context otherwise requires).

Act shall mean the California Revised Uniform Limited Liability Company Act as set forth in Title 2.6 (commencing with Section 17701.01) of the Corporations Code of the State of California, as amended from time to time, and any successor to such Act.

Affiliate shall mean a Person controlling, controlled by or under common control with another Person and immediate family members of any Persons and their Affiliates.

Agreement means this Limited Liability Company Operating Agreement, as originally executed and as subsequently amended from time to time in accordance with the provisions hereof.

Bad Act(s) shall have the meaning set forth in Section 7.12.

Bankruptcy Action shall mean the filing of a bankruptcy, insolvency, or reorganization petition or otherwise instituting insolvency proceedings or otherwise seeking any relief under any laws relating to relief from debts or the protection of debtors generally, consenting to the filing of a bankruptcy, insolvency, or reorganization petition by a third party or otherwise not challenging the same within thirty (30) days of its filing, seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for all or a portion of the Company's assets, making any assignment for the benefit of the Company's creditors, or taking any action that might cause the Company to become insolvent.

Capital Account shall have the meaning set forth in Section 4.5(a).

Capital Contribution shall mean the sum of the cash and the Value of any other property contributed (net of any liabilities that the Company is considered to assume or take subject to under Section 752 of the Code) by a Member with respect to such Member's interest in the Company.

Capital Percentage(s) is defined in Section 5.3.

Cessation Event shall mean that a Manager ceases to be a Manager of the Company under the Act or otherwise under the terms of this Agreement.

Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

Company shall mean E3 ACQUISITION, LLC, the limited liability company formed in accordance with this Agreement.

Company Certificate shall mean the Articles of Organization dated February 21, 2023 filed pursuant to the Act forming the Company.

Company Minimum Gain shall have the meaning set forth in Regulations Section 1.704-2(b)(1).

Contribution Percentage shall mean the proportion that each Member's Total Capital bears to the total of all Total Capital of all of the Members.

Defaulting Member shall mean a Member who fails to make timely an additional Capital Contribution to the Company as required by Section 4.3.

Depreciation shall mean, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year for federal income tax purposes, except that if the Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Value as the federal income tax

depreciation, amortization or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis and if such adjusted tax basis is zero, the Depreciation shall be based on the method of depreciation utilized in preparing the financial statements of the Company.

Dissolution of the Company shall mean the dissolution that occurs upon the happening of an event of dissolution described under Section 10.1 when the Company is not continued under Section 10.3.

Distributable Net Cash Flow shall mean the Company's Net Cash Flow remaining after repayment of all Permitted Loans made by Members or third party loans, refinancings, or proceeds of a sale of assets, and after establishment or increase of such reserves as the Managers deem appropriate to maintain for any Company purpose.

Distributions shall mean any cash or other property distributed to Members arising from their interests in the Company, but shall not include any payments to the Members under the provisions of Sections 7.4 or 7.8.

Effective Date shall mean the date first set forth above.

Facility/Facilities shall mean the real property and improvements housing that certain (i) skilled nursing facility located at 11300 Fair Oaks Boulevard, Fair Oaks, California (ii) skilled nursing facility located at 455 Florin Road, Sacramento, California; and (iii) skilled nursing facility located at 5318 Manzanita Avenue, Carmichael, California (each individually a "Facility" and together, the "Facilities").

Fiscal Year shall mean (i) the period commencing on the effective date of this Agreement and ending on December 31st, (ii) any subsequent 12-month period commencing on January 1st and ending on December 31st, and (iii) any portion of the period described in clause (ii) for which the Company must allocate Profits, Losses, and other Company items under Article V.

Initial Capital Contribution shall mean the initial Capital Contribution of a Member. The Initial Capital Contributions of the Members are set forth on attached Schedule "A".

Major Decision shall mean those actions on behalf of the Company for which the prior consent of a Majority of the Members is required, which actions are the following: (i) obtaining any financing or refinancing secured by any assets of the Company or any Subsidiary; (ii) selling, exchanging, transferring or otherwise disposing of all or any portion of any assets of the Company and/or any Subsidiary, other than a disposition of an asset in the ordinary course of business of the Company and/or any Subsidiary; (iii) entering into any contract (regardless of amount) between or on behalf of the Company or any Subsidiary, on the one hand, and a Member, Manager, or any Affiliate of any Member or Manager, or a family member of a Member, Manager, or of their Affiliates, on the other hand, where the contract template and the fee to the Member, Manager or Affiliate (shown as a standard percentage of the contract price) has not been pre-approved by a Majority of the Members; (iv) admitting any new Member to the Company or any Subsidiary; (v) causing the Company to engage in any business other than the business of implementing the purpose of the Company as set forth in Section 2.3 below or such other activity that furthers the

purposes of the Company as hereinabove set forth; (vi) voluntarily dissolving, terminating, liquidating, consolidating or merging the Company into any other business entity; (vii) modifying the terms and conditions of any Company debt in a manner that adversely affects the Company; (viii) modifying any agreement to which the Company or any Subsidiary is a party if the agreement required the approval of a Majority of the Members to be entered into initially; (ix) amending or modifying any material provision of this Agreement; (x) calling for additional Capital Contributions from Members or any capital contributions for any Subsidiary; (xi) performing any act in contravention of this Agreement or which would make it impossible to carry on the business of the Company; (xii) performing any act (other than an act required by this Agreement) which would, at the time such act occurred, subject any Manager or Member of the Company to personal liability or cause any officer, Manager or Member to guarantee or be deemed to become a guarantor or surety or any indebtedness of the Company or any Subsidiary; (xiii) taking any Bankruptcy Action on behalf of the Company or any Subsidiary; or (xiv) establishing or adjusting compensation to the Managers.

Majority of the Members shall mean the vote and/or consent of Members holding in the aggregate more than seventy-percent (70%) of the Member Percentages.

Managers shall mean, collectively, Abraham Bak and Menachem Gastwirth, and any successors or additional Managers authorized and permitted by this Agreement. Unless the context otherwise expressly requires, references in this Agreement to “Manager” shall mean and refer to all Managers.

Member Nonrecourse Debt has the meaning set forth for the term “partner nonrecourse debt” in Regulations Section 1.704-2(b)(4).

Member Nonrecourse Debt Minimum Gain means an amount with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(2).

Member Nonrecourse Deductions has the meaning set forth for the term “partner nonrecourse deductions” in Regulations Section 1.704-2(i).

Member Percentages means, with respect to any Member, the percentage interest of a Member in certain allocations and distributions as set forth in this Agreement. The initial Member Percentage of each Member is set forth adjacent to such Member’s name on Schedule “A”. Notwithstanding the preceding sentence, Member Percentages may be modified as provided in Section 4.3 (c) hereof.

Members shall mean those Persons who have executed this Agreement as a Member.

Membership Interest shall mean, with respect to any Member at any time, the entire interest of such Member in the Company at such time. Such interest includes, without limitation, (a) all rights of a Member to receive distributions of revenues, allocations of income and loss and

distributions of liquidation proceeds under this Agreement and (b) all management rights, voting rights or rights to consent.

Net Cash Flow for any period shall mean the revenue received by the Company from any source plus any cash reserve maintained by the Managers (from funds other than Capital Contributions), proceeds from the sale or finance of any Company property, which the Managers reasonably deem to be available to be released, less (i) the portion thereof used during such period to pay the aggregate costs and expenses incurred for operations of the Company during such fiscal period, (ii) the establishment of and additions to reserves reasonably determined by the Managers and (iii) any sums paid to satisfy or reduce indebtedness of the Company owing to third parties.

Nondefaulting Member shall mean a Member who does not fail to make a Capital Contribution required by Section 4.3.

Nonrecourse Deduction has the meaning set forth in Regulations Section 1.704-2(b)(1).

Nonrecourse Liability has the meaning set forth in Regulations Section 1.704-2(b)(3).

Permitted Loans shall mean loans by any Members to the Company that are permitted by Section 4.3 of this Agreement.

Person shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, association or other entity.

Profits or Losses shall mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be included in computing such Profits or Losses;

(ii) Any items of loss or deduction (or items thereof) of the Company (other than expenditures described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures under Regulations Section 1.704-1(b)(2)(iv)(i)) not otherwise taken into account in computing Profits or Losses shall be subtracted in computing such Profits or Losses;

(iii) Gain or loss resulting from any disposition of a Company asset shall be computed by reference to the Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Value;

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such Profits or Losses, there shall be taken into account Depreciation for such Fiscal Year;

(v) In the event the Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of “Value”, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses; and

(vi) Notwithstanding the foregoing, any items which are specially allocated under Section 5.5 or Section 5.6 shall not be taken into account in computing Profits and Losses.

Property shall mean each of the Facilities and any other real property owned and/or leased by any Subsidiary.

Reference Procedure shall mean the alternative means for solving disputes between the Members as set forth in Section 15.16.

Reference Rate shall mean the lesser of (i) a rate of interest per annum equal to two (2) percentage points above the prime rate announced from time to time by Bank of America NT & SA, or if such rate is unavailable then the reference rate or prime rate for unsecured commercial loans as announced from time to time by any major commercial bank as reasonably selected by the Managers, or (ii) the maximum legal rate of interest permitted by California law.

Regulations shall mean Treasury Regulations promulgated under the Code, as amended from time to time.

Subsidiary/Subsidiaries shall mean any entity wholly owned by the Company to own a Property (each individually a “Subsidiary” and together the “Subsidiaries”).

Substituted Member shall mean a transferee of a Member’s interest in the Company that is admitted to the Company in accordance with Section 8.4(e).

Substituted Manager shall mean a transferee of any or all of a Manager’s interest in the Company that is admitted to the Company as a substituted Manager in accordance with Section 7.14.

Total Capital with respect to the Members shall mean the aggregate sum (not reduced by distributions) of the Capital Contributions to the Company by the Members or their successors.

Transfer shall have the meaning set forth in Section 8.4.

Value shall mean, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset;

(ii) The Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as of the following times:

(x) the acquisition of an additional interest in the Company by any new or existing Member after the date first above written in exchange for more than a *de minimis* capital contribution not presently provided for under this Agreement; (y) the distribution by the Company to a Member of more than a *de minimis* amount of Company property (other than money), as consideration for an interest in the Company; and (z) the liquidation of the Company (within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (x) and (y) above shall be made only if the Managers and a Majority of the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of Distribution;

(iv) The Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.7041(b)(2)(iv)(m) and Section 5.5(g); provided, however, that Values shall not be adjusted pursuant to this clause (iv) to the extent that the Managers and a Majority of the Members determine that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv); and

(v) The Value of an asset determined under clauses (i), (ii), and (iv) shall be adjusted by Depreciation.

The term “gross fair market value” under this Agreement shall mean the amount which would be paid for a particular asset by a willing buyer to a willing seller (neither under any compulsion to buy or sell) as such value may be reasonably determined by the Managers and a Majority of the Members; provided, however, that if such approval is not given, such value may be determined pursuant to Section 15.16.

## ARTICLE II

### GENERAL PROVISIONS

#### 2.1 Formation.

The Company has been formed as a California limited liability company under and pursuant to the Act by the filing of the Company Certificate with the Office of the Secretary of State of California as required by the Act. The rights and liabilities of the Members shall be

determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Members shall immediately execute all such certificates and other documents conforming hereto and do all such filing, recording, publishing and other acts as in the judgment of the Managers may be appropriate to comply with all the requirements for the continuation and operation of a limited liability company under the Act and other laws of the State of California.

2.2 Name.

The name of the Company is “E3 Acquisition, LLC”. To the extent permitted by the Act, the Company may conduct its business under one or more assumed names deemed advisable by the Managers.

2.3 Purposes.

The purposes of the Company shall be (i) to acquire, own, hold, lease, finance and sell real property, either directly or indirectly through one more of the Subsidiaries, and (ii) to do all things necessary and incidental to such purposes.

2.4 Effective Date; Duration.

The Company commenced as of February 21, 2023 (the “Effective Date”) and shall continue in perpetuity, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.5 Office and Agent.

The principal executive office and place of business of the Company shall be 6442 Coldwater Canyon Avenue, Suite 100, North Hollywood, California 91606, or at such other place as the Managers may, from time to time, determine, in which event the Managers shall provide written notice of such change to the Members. The Managers may establish additional temporary or permanent offices and/or places of business for the conduct of the Company’s business as they may determine. The registered agent of the Company in the State of California shall be the initial registered agent named in the Company Certificate or such other Person or Persons as the Managers may designate in the manner provided by the Act.

2.6 No State-Law Partnership.

No provisions of this Agreement (including, without limitation, the provisions of Article VIII) shall be deemed or construed to constitute the Company a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

ARTICLE III

INTENTIONALLY OMITTED



## ARTICLE IV

### CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

#### 4.1 INTENTIONALLY OMITTED.

4.2 Members, Capital Contributions. The Members have made or concurrently with the execution and delivery of this Agreement will make, an Initial Capital Contribution in the amount set forth on attached Schedule “A”, and the Members hereby agree to make additional Capital Contributions in accordance with Section 4.3 below.

#### 4.3 Additional Capital Contributions.

(a) Additional Capital Contributions. If the Managers determine that funds are needed to fulfill the Company’s and/or any Subsidiary’s obligations and meet the Company’s and/or any Subsidiary’s operating expenses, in excess of the sources of funds, debt and capital otherwise specified in this Agreement, subject to receipt of approval of a Majority of the Members, the Managers shall give written notice to the Members of the Managers’ determination of the amount then needed (an “Additional Capital Call”), the Member’s proportionate share of such additional capital (which shall be in proportion to each Member’s Capital Percentage) and shall specify a contribution date (which shall not be less than twenty-one (21) days following the giving of such notice). Each Member shall make its additional Capital Contribution to the Company on or before the date specified in the Managers’ notice.

(b) Loans Versus Advances. Notwithstanding Section 4.3(a) hereof, the Managers and all of the Nondefaulting Members may specify together that all additional contributions pursuant to the applicable Additional Capital Call are instead advances of funds to the Company instead of Capital Contributions. In such event, such Members shall be entitled to receive interest on the amounts so advanced at the Reference Rate, and such funds and the interest therefor shall be repaid prior to payment of any distributions to the Members. If all Members contribute their additional Capital Contribution pursuant to the Additional Capital Call, then such sums shall be treated as Capital Contributions.

#### (c) Failure to Make Required Contributions.

(i) If any of the Members is a Defaulting Member, then (A) any of the Nondefaulting Members shall have the option to (1) if the Managers and all of the Nondefaulting Members elect to treat the additional Capital Contributions as advances of funds pursuant to Section 4.3(b) above, advance funds to the Company as Permitted Loans in an amount equal to the amount that was to have been contributed by the Defaulting Member, in which event such Members shall be entitled to receive interest on the amounts so advanced at the Reference Rate, and/or (2) contribute as a Capital Contribution all or a portion of the amount that was to have been contributed by the Defaulting Member. If any of the Nondefaulting Members lends funds to the Company as Permitted Loans, such funds and the interest thereon shall be repaid prior to the payment of any distribution or payment to the Members or their Affiliates. If any Nondefaulting Member or Members contribute as a Capital Contribution all or a portion of the amount that was to have been contributed by the Defaulting Member, (A) the Member Percentage of any Defaulting

Member shall be decreased by an amount calculated as follows: the Member Percentage that such Defaulting Member would otherwise be entitled under the terms of this Agreement shall be multiplied by a fraction with a numerator equal to the Capital Contribution of such Defaulting Member and the denominator equal to the Capital Contribution of such Defaulting Member plus the additional Capital Contribution that has been made by the Nondefaulting Member(s), and (B) the Member Percentage of the Nondefaulting Member(s) making the additional Capital Contribution shall be increased by the percentage points that the Defaulting Member's Member Percentage was decreased.

(ii) Section 4.3(c)(i) shall not apply if the Member who failed to make timely a Capital Contribution has submitted to a Reference Procedure, on the terms and conditions as set forth in Section 15.16, the issue as to whether the Member was required to make the Capital Contribution, during such time as the Reference Procedure is still ongoing. During such Reference Procedure, the Member may, but shall not be obligated to, advance funds to the Company, in which case such Member or Members shall be entitled to receive interest on the amount so advanced at the Reference Rate. If a Member loans funds to the Company, such funds and the interest thereon shall be repaid prior to the payment of any Distribution or payment to the Members or their Affiliates.

(d) Good Faith. In determining whether or not to make a call for additional Capital Contributions, the Managers shall at all times act in good faith, taking into consideration only the best interests of the Company and the Subsidiaries.

4.4 Right of Withdrawal. No Member shall have the right to withdraw or be repaid any part of the contributions of such Member to the capital of the Company or any earnings thereon, except as specifically provided in this Agreement.

#### 4.5 Capital Accounts.

(a) Establishment and Maintenance of Capital Accounts. The Company shall establish and maintain a separate account (the "Capital Account") for each Member. The initial balance of the Capital Account for each Member shall be such Member's Initial Capital Contribution when and as made. Each Member's Capital Account shall be increased by (i) such Member's additional Capital Contributions (including the Value of any property contributed), (ii) such Member's distributive share of Profits, and any items in the nature of income or gain which are specially allocated pursuant to Sections 5.2 and 5.3, (iii) the amount of any Company liabilities that are assumed by such Member within the meaning of Regulations Section 1.704-1(b)(2)(iv)(c), and (iv) the amount of any liabilities that are secured by any Company property distributed to such Member to the extent the Member is considered to assume or take such property subject to such liabilities under Code Section 752. Each Member's Capital Account shall be decreased by (i) the amount of cash and the Value of any Company property distributed to such Member as Distributions, (ii) such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 5.1 and 5.4, (iii) the amount of any liabilities of such Member that are assumed by the Company within the meaning of Regulations Sections 1.704-1(b)(2)(iv)(c) and (iv) the amount of any liabilities that are secured by any property contributed by such Member to the Company to the extent the Company is

considered to assume, or to take such property subject to, such liabilities under Code Section 752. The amount of expenditures of the Company which are neither deductible nor properly chargeable to a capital account under Code Section 705(a)(2)(B) or which are treated as such expenditures under Regulations Section 1.704(b)(2)(iv)(i) shall reduce Capital Accounts and shall be allocated among the Members in proportion to their respective Member Percentages.

(b) Compliance with Regulations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Code Section 704(b) and Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Code and Regulations and, in the event of conflict with such Code and Regulations, such Code and Regulations shall prevail. The Members, acting reasonably, are hereby authorized to modify these provisions to the minimum extent necessary to comply with such Regulations.

(c) Adjustments with Respect to Transfers. In the event of the transfer of all or any part of its interest in the Company by a Member in accordance with the terms and conditions of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account relates to the transferred interest. Thereafter, the Capital Account of such transferee shall be adjusted in accordance with Section 4.5(a) hereof.

## ARTICLE V

### ALLOCATIONS

5.1 Allocation of Losses. Losses of the Company for each Fiscal Year shall be allocated to the Members as follows:

(a) First, among the Members as necessary to cause each Member's Capital Account balance to equal the sum of (A) the amount of Distributable Net Cash Flow that would be distributed to such Member pursuant to Section 6.3 with respect to such Fiscal Year if the Company applied and/or distributed all of the Distributable Net Cash Flow for such Fiscal Year pursuant to Section 6.3, plus (B) the amount that would be distributed to such Member pursuant to Section 6.3 if the Company (a) applied and/or distributed all Distributable Net Cash Flow received with respect to such Fiscal Year pursuant to Section 6.3 and (b) then sold all of its remaining assets for their adjusted tax basis (or adjusted book basis in the case of property whose Value is different from its adjusted basis) and applied/or distributed the proceeds therefrom and its reserves (net of debt repayments) to the Members pursuant to Section 6.3; and

(b) Second, after giving effect to the allocations made pursuant to Section 5.1(a), among the Members in proportion to the Members' respective Capital Percentages.

For purposes of Sections 5.1 and 5.2, the balance in the Capital Account of each Member shall be deemed to be increased by the Capital Account deficit that each such Member is obligated or deemed obligated to restore (pursuant to Regulations Section 1.704-2, any provision of this Agreement or otherwise) and deemed to be decreased by the adjustments required by Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) & (6).

5.2 Allocation of Company Profits. Profits of the Company for each Fiscal Year shall be allocated to the Members as necessary to cause the Capital Account balance of each Member to equal the sum of (i) the amount that would be distributed to such Member pursuant to Section 6.3 if the Company then applied and/or distributed all of the Distributable Net Cash Flow for such Fiscal Year pursuant to Section 6.3, plus (ii) the amount that would be distributed to such Member pursuant to Section 6.3 if the Company then sold all of its assets other than amounts described in the preceding clause (i) for their adjusted tax basis (or adjusted book basis in the case of property whose Value is different from its adjusted basis) and applied and/or distributed the proceeds therefrom and its reserves (net of debt repayments) to the Members pursuant to Section 6.3.

5.3 Allocation of Excess Nonrecourse Liabilities. In accordance with Regulations Section 1.752-3(a)(3), solely for purposes of determining each Member's proportionate share of "excess nonrecourse liabilities" of the Company (as defined in Regulations Section 1.752-3(a)(3)), the Members' respective interests in Company profits shall be in the proportion that the Total Capital of each Member bears to the Total Capital of all Members (each Member's "Capital Percentage").

5.4 Special Allocations.

(a) Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in a Member's share of Membership Minimum Gain during any Fiscal Year, then notwithstanding any other provision of this Agreement, such Member shall be allocated items of income and gain for such Fiscal Year (and, if necessary, for other Fiscal Years) in a manner that complies with the "minimum gain chargeback" requirements of Regulations Section 1.704-2(f).

(b) Member Minimum Gain Chargeback. If there is a net decrease in a Member's share of Member Nonrecourse Debt Minimum Gain during any Fiscal Year, then notwithstanding any other provision of this Agreement, such Member shall be allocated items of income and gain for such Fiscal Year (and, if necessary, for other Fiscal Years) in a manner that complies with the "partner nonrecourse debt minimum gain chargeback" requirements of Regulations Section 1.704-2(i).

(c) Qualified Income Offset. To comply with the "qualified income offset" requirements of Regulations Section 1.704(b)-1(b)(2)(ii)(d) and notwithstanding any other provision of this Agreement except Sections 5.4(a) and 5.4(b), if a Member would have a deficit Capital Account balance after adjusting the Member's Capital Account (i) upward for the amounts that such Member is obligated or deemed obligated to restore (pursuant to any provision of this Agreement or otherwise) and (ii) downward by the adjustments required by Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) & (6), items of income or gain of the Company shall be allocated to such Member in an amount and manner sufficient to eliminate as quickly as possible the deficit Capital Account balance determined under this Section 5.4(c).

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed obligated to restore pursuant to the penultimate sentences of Regulations

Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of income and gain of the Company in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.4(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided in this Article V have been made as if Section 5.4(c) and this Section 5.4(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in the proportion that their respective Capital Percentages.

(f) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which the Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704(b)(2)(iv)(m)(4) applies.

(h) Income Characterization. For purposes of determining the character of any item of income or gain allocated under this Agreement, the portion of such income or gain treated as ordinary income because of depreciation recapture, shall be allocated among the Members to the extent possible in the proportion that (i) the amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. This Section 5.4(h) shall only alter the character of items of income or gain allocated to the Members and not the amounts.

5.5 Intent of Allocations. The parties intend that the foregoing tax allocation provisions of this Article V, as applied for book purposes, shall produce final Capital Account balances of the Members that would permit liquidating distributions, if such distributions were made in accordance with final Capital Account balances (instead of being made in the order of priorities set forth in Section 6.3 to be made (after unpaid loans and interest thereon, including those owed to Members have been paid) in a manner identical to the order of priorities set forth in Section 6.3. To the extent that the tax allocation provisions of this Article V (as applied for book purposes) would fail to produce such final Capital Account balances, (i) such provisions shall be amended by the Members if and to the extent necessary to produce such result, and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income and deduction of the Company for such years) shall be reallocated among the Members to the extent it is not possible

to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, as reasonably approved by all Members. This Section 5.5 shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof (as computed for book or tax purposes) by the Internal Revenue Service or any other taxing authority.

5.6 Section 704(c) Allocations. In accordance with Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the capital of the Company, solely for tax purposes, shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Value. In the event that the Company adjusts the Value of an asset, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made as reasonably determined by the Managers and a Majority of the Members in any manner that reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 5.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

5.7 Change in Regulations. If any of the Regulations upon which the special allocations in this Article V are based are hereafter changed or if new Regulations are hereafter adopted and in the opinion of reputable tax counsel retained by the Company those changes or new Regulations make it necessary to revise or add to the special allocations rules of this Article V to avoid a significant risk that a material portion of any allocation governed by this Article V would be reallocated by the Internal Revenue Service, this Agreement may be amended in accordance with Section 15.12 to avoid or reduce significantly such risk to the extent possible without materially affecting the amounts distributable to any Member pursuant to this Agreement.

5.8 Change in Member Percentages. In the event Member Percentages of the Members change during a Fiscal Year for any reason, the allocation of Profits and Losses of the Company for such Fiscal Year shall be adjusted to reflect the varying Member Percentages of the Members during such Fiscal Year by making daily prorations of Profits and Losses for the Fiscal Year among the Members based on the number of days in the Fiscal Year that the Members held their respective Member Percentages and otherwise as required under Code Section 706 and the Regulations thereunder.

## ARTICLE VI

### DISTRIBUTIONS

6.1 Distribution Policy. Except for Distributions upon liquidations of the Company (which Distributions shall be made in accordance with Section 10.4 hereof), the Managers shall from time to time, make Distributions to the Members of Distributable Net Cash Flow, if any. Such distributions may, in whole or in part, constitute withdrawals or reductions of capital by the

Members, and all Members hereby consent thereto; provided, however, that no such Distributions may be made if the Members receiving such Distributions would be obligated to return such Distributions under the Act. Subject to this Section, all Distributions shall be made concurrently to all Members entitled to Distributions under Section 6.3 on the date set for such Distribution. The Managers shall determine the amount and date of each such Distribution and the date for ascertaining all Members' percentage interests in such Distribution. No Distributions of Company property other than cash shall be made to any Member without the prior written consent of all Members, which may be granted or withheld in such Members' sole and absolute discretion.

6.2 Treatment of Distributions. The Managers shall withhold from Distributions to any Member any amount required to be withheld under applicable federal and state statutes, rules and regulations. Any amounts withheld from Distributions shall be treated as distributed to the Member on whose behalf the withholding was made. Solely for tax purposes, any distributions (including deemed distributions) made before the end of a Fiscal Year (other than liquidating distributions) shall be treated as advances or drawings on the date distributed and as actually distributed on the last day of the Fiscal Year.

6.3 Distributions of Distributable Net Cash Flow. Distributions of Distributable Net Cash Flow for any month shall be made by the Company to the Members in the following amounts and priorities on a cumulative basis:

(a) First, to the Members in proportion to their Permitted Loans made pursuant to Section 4.3, if any, until each of the Members who has made such Permitted Loan(s) has received Distributions under this Section 6.3(a) that reduce the outstanding balance of principal and accrued interest on their Permitted Loan(s) to zero;

(b) Second, to the Members, in proportion to their Capital Contributions until each of the Members has received Distributions under this Section 6.3(b) in an amount equal to its Capital Contributions;

(c) Then, to the Members in accordance with their respective Member Percentages.

## ARTICLE VII

### MANAGEMENT

7.1 Management. The Company shall be controlled by the its Managers who, subject to the restrictions of Section 7.3(a) below, shall have the exclusive authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Abraham Bak ("Bak") and Menachem Gastwirth ("Gastwirth") shall each have the right to appoint one (1) Manager. The initial Manager appointed by Bak (the "Bak Manager") shall be Abraham Bak so long as he is living and competent to serve as Manager. The initial Manager appointed by Gastwirth (the "Gastwirth Manager") shall be Menachem Gastwirth so long as he is living and competent to serve as Manager. In the event one of the aforesaid Persons is no longer able to serve as Manager, Bak, or his successors and assigns, shall select a replacement for

the Bak Manager; and Gastwirth, or his successors and assigns, shall select a replacement for the Gastwirth Manager. Bak shall have the right, at any time, to remove the Bak Manager and select a replacement for the Bak Manager. Gastwirth shall have the right, at any time, to remove the Gastwirth Manager and select a replacement for the Gastwirth Manager. Each Manager shall have one (1) vote for any decision made by the Managers and the vote of both Managers shall be required for all decisions. Notwithstanding anything to the contrary, so long as either Abraham Bak or Menachem Gastwirth are serving as a Manager, the signature of either of them alone shall be sufficient to bind the Company. At such time as neither of them is serving as a Manager, the signatures of both Managers shall be required to bind the Company to any document, instrument or certificate, of any nature whatsoever. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Managers as set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, in no event shall the Members take part in, or interfere in any manner with, the management, conduct or control of the Company business or have any right or authority to act for or bind the Company.

## 7.2 Partnership Representative.

(a) The Managers and the Company shall take all reasonable actions to opt out of and avoid the application to the Company of the provisions of sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015 (“Budget Act Provisions”). If, however, the Budget Act Provisions do apply to the Company, the Managers shall appoint an individual or entity to serve as the Company’s “Partnership Representative” for purposes of Sections 6221 through 6241 of the Code. The Partnership Representative shall be Abraham Bak unless and until the Managers appoint a successor Partnership Representative. The Partnership Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by any tax authorities, including resulting administrative and judicial proceedings, to sign consents and enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings, and to expend the Company’s funds for professional services incurred in connection therewith.

(b) The Partnership Representative shall duly and timely elect under Section 6226 of the Internal Revenue Code to require each person who was a Member during the taxable year of Company that was audited (a “Reviewed Year”) to personally bear its proportionate share of all taxes, interest, additions to tax, and penalties (“Tax Liability”) resulting from adjustments based on such audit and shall notify each such person and the Internal Revenue Service of each person’s proportionate share of the audit adjustments. If for any reason the Company is liable for a Tax Liability as a result of an audit, each person who was a Member during the Reviewed Year shall pay to the Company an amount equal to such person’s proportionate share of the Tax Liability, as determined by the Partnership Representative, based on the amount each person should have borne (computed at the tax rate used to compute the Company’s liability) had the Company’s tax return for the Reviewed Year reflected the audit adjustment, and the expense for the Company’s payment of such Tax Liability shall be specially allocated to such persons (or their successors) in such proportions. The obligations of each Member or former Member under this paragraph shall survive the transfer or redemption by such Member of its interest in the Company and the termination of this Agreement or the dissolution of the Company.



(c) Each Member shall provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Member, as is reasonably requested by the Partnership Representative to enable the Company to satisfy any applicable tax reporting or compliance requirements, to make any tax election or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Member was admitted to the Company. If a Member fails to provide any such forms, statements, or other information requested by the Partnership Representative, such Member shall indemnify the Company for the share of any tax deficiency paid or payable by the Company that is due to such failure (as reasonably determined by the Partnership Representative). The obligations set forth in this paragraph will survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(d) The Partnership Representative is not personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, action, failure to act, or breach of, or failure to discharge, its duties or obligations in such capacity, except to the extent such damages arose from the Partnership Representative's fraud, bad faith, willful misconduct or gross negligence, or to the extent such exemption from liability or limitation thereof is not permitted under applicable law.

(e) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless any person who serves as Partnership Representative, or as an officer or director of a corporate Partnership Representative, with respect to any claim or demand against such person and any debt, obligation or other liability incurred by such person by reason of such person's former or present capacity as the Partnership Representative (or as an officer or director of a corporate Partnership Representative). The indemnification provided hereunder shall not be deemed exclusive of any other rights to which any person may be entitled under this Agreement, or under any applicable law, or any other agreement. Any amendment, modification or repeal of any portion of this paragraph shall not adversely affect any right or protection of a Partnership Representative in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. Notwithstanding the preceding provisions of this paragraph, the Company shall not indemnify the Partnership Representative for any liability for fraud, bad faith, willful misconduct or gross negligence.

(f) The Partnership Representative may employ tax counsel to represent the Company in connection with any tax audit or investigation of the Company and any administrative or judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company.

7.3 Powers and Authority. Subject to the provisions of the Act and contrary provisions of this Agreement, the Managers shall have the exclusive power and authority, on behalf of the Company, to enter into, make and perform any and all contracts and other undertakings or obligations, including executing a lease for any property, and any other matter which concerns any Company property, and to engage in and carry on any and all activities and transactions necessary, advisable or incidental to carry out the purposes of the Company, as set forth in Section 2.3 of this Agreement.

Except as otherwise provided in this Agreement, no Member shall take part in the control of the business of the Company, nor shall any Member have the right of authority to act for or bind the Company. Unless inconsistent with this Agreement, the Managers may engage, on behalf of the Company, such Persons (including accountants, attorneys, affiliates and Persons which are Members) as they may deem advisable in their reasonable judgment for the conduct of the business of the Company, on such terms and for such compensation as the Managers may reasonably determine. The Managers shall not have any power or authority, on behalf of the Company, to enter into any contract, arrangement or undertaking not within the purposes of the Company.

(a) Restrictions on Authority of Managers. Notwithstanding any other provisions of this Agreement, the Managers shall not have the authority to do any of the following acts, or any act constituting a Major Decision, without first obtaining the written approval of a Majority of the Members:

- (i) Doing any act in contravention of this Agreement;
- (ii) Doing any act which would make it impossible to carry out the ordinary business of the Company, including selling or leasing assets of the Company or any Subsidiary.
- (iii) Confessing a judgment or settling or adjusting any claim against the Company where the amount in controversy exceeds Five Thousand dollars (\$5,000.00) per occurrence or claim of Ten Thousand Dollars (\$10,000.00) in the aggregate per year, or executing or delivering any assignment for the benefit of the creditors of the Company;
- (iv) Acquire fee ownership of any real property or equity interest in an entity that is acquiring or that owns real property, other than the Subsidiaries acquiring the Facilities;
- (v) Issue guaranties on behalf of the Company and/or any Subsidiary of debt obligations of any other Person;
- (vi) Execute and deliver, on behalf of the Company and/or any Subsidiary all contracts and other documents, and any amendments or modifications thereto, that are out of the ordinary course of business, including without limitation, new financing or leasing documents on behalf of the Company and/or any Subsidiary;
- (vii) Admitting any other person or entity as a Manager except as otherwise provided in this Agreement;
- (viii) Voluntarily withdrawing from the Company; and
- (ix) Except as specifically provided in this Agreement, amend this Agreement.

7.4 Operating Expenses. The Managers shall be entitled to reimbursement from the Company for third-party out-of-pocket expenses expended by the Managers and directly

attributable to the conduct of the Company's business, including bookkeeping services, telephone, travel and similar costs, employee costs and a portion of overhead expenses (such as office rent and personnel costs), except to the extent attributable to a Bad Act of the applicable Manager or its Affiliates. All such expenses shall be reimbursed to the Managers from the gross receipts of the Company prior to any Distribution hereunder. The Company's ongoing legal and accounting costs shall be paid directly by the Company.

7.5 Devotion of Time; Other Activities. Each Manager shall devote only such time and effort to the business and affairs of the Company as such Manager shall reasonably deem necessary or appropriate to implement the purposes of the Company. Any Member and any officer, director, employee or affiliate, if any, of any Member, may engage in or possess an interest in other business ventures of every nature and description, whether similar to or dissimilar from or competitive with the business of the Company, independently or with others, without any requirement that such Member offer participations therein to the other Members, or any of them, and neither the Company nor any of the Members shall have any right, by virtue of this Agreement, in and to such other ventures or to the income or profits derived therefrom.

7.6 Self-Dealing. Except as otherwise provided herein, the Managers shall not, on behalf of the Company, procure services or purchase goods from, nor sell any goods or services of the Company to, the Managers or any of their respective Affiliates except with the prior written consent of a Majority of the Members.

7.7 Advances by the Managers. Except as otherwise provided in this Agreement (including without limitation Section 4.3), the Managers shall have no responsibility and duty to the Company or the Members to provide the Company with additional capital necessary for the operation of the Company business in the event the capital contributions provided for herein and Company income prove to be insufficient to pay or satisfy any debts, obligations, costs, or expenses incurred in the operation of the business of the Company, or to maintain Company assets, or for any other proper Company purpose.

7.8 Pre-Operating Expense Reimbursement. The Managers shall receive reimbursement from the Company for due diligence expenses, attorneys' fees and costs, and all other pre-operating expenses incurred by the Managers with respect to the Company, the Subsidiaries, the Facilities or the formation of the Company (including, without limitation, attorneys' fees and costs for the acquisition of the Facilities by the Subsidiaries and for the preparation and negotiation of this Agreement), upon submission of invoices therefor to the Company.

7.9 Management Fees.

No management fees shall be paid to the Managers for serving in said capacity.

7.10 Intentionally Omitted.

7.11 No Liability to Members. Except in the case of Bad Acts or except as expressly provided in this Agreement, the Managers shall not be liable to any Member or the Company for

any action taken as a Manager with respect to the Company which was reasonably believed by such Manager to be within the scope of the authority conferred by this Agreement and by law.

7.12 Indemnification. No Manager shall be liable to the Company or to any Member for any act or omission suffered or taken by such Manager in good faith except to the extent the same is attributable to a Bad Act of such Manager or its Affiliates. Each Manager and its Affiliates shall be fully protected and indemnified by the Company against all liabilities and losses suffered by virtue of such Manager's status as a Manager performing services under Section 7.1 (including amounts paid in respect of judgments, fines or in settlement of litigation and expenses reasonably incurred by it in connection with any pending or threatened litigation or proceeding) with respect to any action or omission suffered or taken, including but not limited to any action taken by such Manager in the formation and operation of the Company and liabilities arising under the Code, provided that such acts or omissions do not constitute (i) fraud or misappropriation of Company funds, (ii) gross negligence or wanton or willful misconduct by such Manager which results in a material adverse impact on the Company, its property or its business operations, (iii) a breach of such Manager's fiduciary duty, (iv) any defalcation by a Manager or other felonious criminal act by such Manager, (v) a bankruptcy of a Manager or if a Manager is other than a natural person, a bankruptcy of its constituent general partners, or (vi) a material default by the Company under any agreement with a Company lender or under any other material agreement to which the Company is a party that is caused by an act or omission described in clauses (i), (ii), (iii), (iv), (v) or (vi) that is not cured within the time provided under such agreement (all such acts or omissions described in clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) being collectively referred to herein as "Bad Act"). The indemnification of each Manager shall not apply to the extent that the liabilities or losses are caused by Bad Acts of such Manager or its Affiliates. If a Manager or any of its Affiliates commits a Bad Act (other than a Bad Act described in clause (vi) of this Section 7.12), then such Manager shall indemnify and save harmless the Company and the Members from any loss, liability or damage occasioned thereby (including, but without limitation, reasonable attorneys' fees), and the Members shall have the right (but not the obligation) to cure such Bad Act at the expense of such Manager. In addition, if a Manager or any of its Affiliates commit a Bad Act (other than a Bad Act described in clause (vi) of this Section 7.12), the Company shall have the right to offset any damages resulting therefrom against any obligations, fees or other amounts due or payable to such Manager or its Affiliates under any of their contracts or agreements with the Company. The Members shall be fully protected and indemnified by the Company against all liability and losses suffered by virtue of their status as Members except to the extent that such liability or losses arises from Bad Acts of the Member seeking indemnification.

7.13 Intentionally Omitted.

7.14 Admission of Substitute Managers. A transferee of any interest of a Manager may be admitted as a Substitute Manager only by approval of a Majority of the Members in their sole and absolute discretion.

7.15 Admission of Additional Managers. Additional Persons may be admitted from time to time as additional Managers to the Company upon the approval of the Managers and all of the Members. Notwithstanding anything to the contrary contained herein, upon occurrence of a Bad Act, the Members shall have the right, by a unanimous vote of the Members, to elect an additional

Manager. Such admission shall become effective upon the execution and delivery by the Person(s) being so admitted of a counterpart or counterparts of this Agreement.

7.16 Not Liable for Return of Capital. The Managers shall not be liable for the return of the Capital Contributions of the Members or any portion thereof or interest thereon.

7.17 Pre-Authorized Transactions. By executing this Agreement, the Members hereby authorize the Managers to effectuate the following transactions on behalf of the Company:

(a) To acquire and own 100% of the membership interests in the Subsidiaries;

(b) To cause the Subsidiaries to acquire and own the applicable Facility, pursuant to the terms of that certain Asset Purchase Agreement, dated as of \_\_\_\_\_, 2023 (as amended, the “PSA”), by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation, as seller (“Seller”), and the [[Subsidiaries, amongst others]], as buyer, and close all of the transactions contemplated under the PSA; and

(c) Finance the applicable Subsidiaries’ acquisition of the ownership interest of the Facilities, as applicable, and securing such financing with the applicable Subsidiaries’ interest in the Facilities.

## ARTICLE VIII

### RIGHTS OF MEMBERS

8.1 Limited Liability. Except to the extent otherwise provided in the Act, no Member shall have any personal liability whatsoever, whether to the Company, to any of the other Members or to the creditors of the Company, for the debts of the Company or any of its losses in excess of such Member’s Capital Contribution and undistributed Profits allocated to such Member.

8.2 Return of Contributions; Additional Contributions. No Member shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions are made subject to this Agreement or upon the Dissolution of the Company. Except as otherwise provided herein, no Capital Contribution shall be deemed to be a liability of the Company or of any Member. No Member shall be required to contribute or loan any money or property to the Company to remove any deficit in such Member’s Capital Account or to enable the Company to return any Member’s Capital Contribution. No Member shall have priority over any other Member either as to the return of Capital Contributions or as to Profits, Losses or Distributions except as otherwise provided in this Agreement.

8.3 Other Activities. Except as otherwise provided herein, this Agreement shall not preclude or limit, in any respect, the right of any Member or any Affiliate of any Member to engage or invest in any business activity of any nature or description. Any such activity may be engaged in independently or with others, and may include, without limitation, the conduct of any business for the account of such Member or any Affiliate thereof. Neither the Company nor any Member shall have any right, by virtue of this Agreement or the limited liability company relationship

created hereby, in or to such other ventures or activities, or to the income or proceeds derived therefrom. The pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper. A Member and any Affiliate thereof shall have the right to take for its own account, or to recommend to others, any business or investment opportunity.

#### 8.4 Transfer of Membership Interests.

(a) Except as set forth in this Section 8.4, a Member may not directly or indirectly sell, assign, transfer, convey, pledge, encumber, hypothecate, give or otherwise dispose of (collectively “Transfer”) all or any part of its interests in the Company (including any Transfer of all or part of its interests in the Company to a Person who becomes a transferee of a beneficial interest in the Company even though not becoming a Substituted Member), unless the Managers have unanimously consented to such Transfer, which consent may not be unreasonably withheld.

(b) As a condition to any Transfer of a Membership Interest pursuant to this Section 8.4, or the admission of any transferee as a Substituted Member, the transferor and the transferee shall provide such legal opinions and documentation as the Managers shall reasonably request, including, without limitation, an executed counterpart of this Agreement if such transferee is to become a Substituted Member.

(c) Subject to compliance with any applicable securities laws and regulations and upon execution of appropriate instruments of Transfer reasonably approved by the Manager, a Member without other consent shall have the right to Transfer all or any portion of his interests in the Company to his spouse or lineal ascendants or descendants, or to a trust for such Member’s benefit (or his spouse or lineal ascendants or descendants benefit), or to such Member’s spouse or former spouse in connection with a property settlement agreement or decree of marital dissolution, or to any other person if there is no change in beneficial ownership and/or control of such interest.

(d) A transferee who receives a Transfer of a Member’s interest pursuant to the provisions of this Section 8.4 shall be entitled to receive distributions attributable thereto acquired by reason of such Transfer and shall be entitled to share in the Profits and Losses allocable thereto from and after the effective date of such Transfer. Such effective date shall be the last day of the calendar month during which the Managers receive the Transfer instrument and completion of the other procedures, if any, specified in this Section 8.4 applicable to such Transfer. However, until such time as a written instrument of Transfer has been received by the Company, the Company and the Managers shall be entitled to treat the transferor of such interest as the absolute owner thereof in all respects and shall incur no liability for allocations of Profits, Losses and distributions which are made in good faith to such transferor. Until the transferee of a Member’s interest becomes admitted as a Substituted Member in accordance with this Section 8.4, such transferee shall have no right to any information regarding an accounting of the Company’s affairs, no right to inspect the Company’s books or to vote on any matters presented for vote to the Members, nor may such rights be exercised by the transferor once the Transfer is effected. The sole rights of a transferee who is not admitted as a Substituted Member, but otherwise complies with this Section 8.4, shall be to receive distributions in respect of the interests in the Company held by such transferee and to be allocated a proportionate share of Profits and Losses.

(e) A transferee of a Member's interests in the Company shall not become a Substituted Member, unless the Managers consent to the admission of such transferee to the Company as a Substituted Member, which consent shall not be unreasonably withheld.

(f) Any Substituted Member admitted to the Company pursuant to the provisions of this Section 8.4 will succeed to all the rights and be subject to all the obligations of the transferring Member with respect to the interest to which such Member was submitted. The term "Member(s)", when used in this Agreement, includes each Substituted Member admitted to the Company.

(g) The transferor and transferee will each be obligated to reimburse the Company for all reasonable expenses (including legal fees and disbursements) incurred by the Company in connection with any Transfer or proposed Transfer of a Member's interests in the Company or a Manager's interests in the Company or the admission of any Substituted Member to the Company.

(h) The Managers are hereby granted the power to amend Schedule "A" to reflect any Transfers permitted by Section 8.4 hereof, without any further consent of the Members.

(i) With regard to any Member which is a limited partnership, any Transfer shall include any Transfer by the general partner of such partnership and if such general partner or any Member (or Manager) is a corporation, limited liability company or trust, a Transfer shall include any Transfer of voting control or beneficial ownership of such entity.

8.5 No Withdrawal. Subject to the provisions of Sections 8.2 and 8.4 hereof, no Member may voluntarily withdraw as a Member of the Company, nor may a Member be required to withdraw, nor may a Member borrow or withdraw any portion of its Capital Account from the Company.

8.6 No Termination. The substitution, death, insanity, dissolution (whether voluntary or involuntary), or bankruptcy of a Member shall neither affect the existence of the Company nor entitle such Member's representatives or successors to a return of capital. Upon a Member's death or incompetency, the personal representative of the Member shall be entitled to exercise all of the rights (including voting rights) of the Member and shall be entitled to receive the same share of income, losses and distributions to which the Member was entitled. Upon distribution of such Member's interest in the Company to his heirs, legatees or devisees, such distributees shall be entitled to receive the same share of Profits, Losses and Distributions to which the Member was entitled; provided, however, that unless and until admitted as a Substituted Member in accordance with Section 8.4, such distributee shall not have any other rights of a Member, including without limitation, the right to vote, or effect a Transfer of such Member's interest in the Company. Upon dissolution of a Member which is not a natural person, or upon the adjudication of bankruptcy of a Member, the Person or Persons vested by law with either the winding up or administration of the affairs of such Member shall have the same rights in respect of the interest in the Company of such Member as the representative of a deceased Member would enjoy, and all Persons (other than Persons who are permitted transferees under Section 8.4(c)) to whom the interest of the dissolved Member is distributed upon completion of the dissolution or liquidation process shall have the

same rights, and be subject to the same limitations, in respect of such interest, as the distributee of the estate of a deceased Member would enjoy. In no event, however, shall the representative or trustee of the dissolved or bankrupt Member have the right to Transfer the interest of the dissolved or bankrupt Member except in compliance with this Article VIII.

## ARTICLE IX

### MEETINGS/ACTIONS OF THE MEMBERS

9.1 Call and Notice. Meetings of the Company may be called by either Manager or by any Member holding ten percent (10%) or more of the Member Percentages, by written notice mailed by the Member calling the meeting to the other Members. Except as herein provided, notices of meetings shall be given in the manner and within the time periods specified in the Act. Such meeting shall be held at least five (5) days but not more than sixty (60) days after the mailing of such notice, and such notice shall specify the date of, a reasonable place and time for, and the purpose of, such meeting. Any Member may waive notice of the time, place or purpose of a meeting, either before, at or after such meeting.

9.2 Quorum and Manner of Acting.

(a) At any meeting, the presence, in person or by proxy, of a Majority of the Members shall constitute a quorum for the transaction of business. The form and validity of proxies and the fixing of record dates shall be determined in accordance with the Act.

(b) Members may participate in any meeting in which they are entitled to participate by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

(c) Any action which may be taken at any meeting may be taken without a meeting and without a vote if a consent in writing setting forth the action so taken shall be signed by the requisite percentage of the Members.

9.3 Voting Rights. Except as expressly provided in this Agreement or required by the Act, the Members shall have no right to vote on any matters involving the Company.

## ARTICLE X

### DISSOLUTION; LIQUIDATION

10.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events, and such events only:

(a) The occurrence of a Cessation Event or the Transfer of both of the original Managers' interests in the Company unless the Company is continued pursuant to Section 10.3 or 7.15



(b) Sixty (60) days after affirmative vote or written consent of the Managers and a Majority of the Members to dissolve the Company;

(c) Entry of a decree of judicial dissolution under the Act.

10.2 Withdrawal of Manager. The withdrawal of a Manager or any subsequently admitted Manager as a Manager of the Company shall constitute a Bad Act by the withdrawing Manager unless agreed to in writing by all of the Members or unless such withdrawal is caused by the withdrawing Manager's (or its constituent members) death or incapacity.

10.3 Continuation. Notwithstanding any provision in this Agreement to the contrary, if a Manager suffers an event of dissolution described in Section 10.1(a), the Company shall not be dissolved or the Company business required to be wound up if (a) at the time of such event there is at least one remaining Manager and that Manager carries on the business of the Company or (b) a Majority of the Members vote to continue the Company business and a successor Manager is appointed pursuant to Section 7.1. If a Majority of the Members desire to continue the Company business under this Section 10.3, they shall give written notice of such intention to the Managers, or to their legal representatives, assigns or successors in interest within sixty (60) days following the occurrence of any of the events described in Section 10.1(a).

10.4 Liquidation. If a Dissolution of the Company occurs for any reason, the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 10.4 and Section 10.5, as promptly as practicable thereafter, and each of the following shall be accomplished:

(a) If the Dissolution occurs other than as the result of a Cessation Event or Bad Act, the Managers shall be the liquidating agents (each, a "Liquidating Agent"). In the event that, following the Cessation Event, no Manager remains, a liquidating trustee elected by a Majority of the Members shall carry out the duties of a Liquidating Agent on behalf of the Members.

(b) The Liquidating Agent(s) shall cause to be prepared a statement setting forth the assets and liabilities of the Company as of the date of Dissolution, a copy of which statement shall be furnished to the other Members.

(c) The property and assets of the Company shall be liquidated by the Liquidating Agent(s) as promptly as possible, but in an orderly, reasonable and businesslike manner.

(d) Any gain or loss realized by the Company upon the sale of its property and assets shall be allocated to the Members in the manner set forth in Article V. To the extent that an asset is to be distributed in kind, such asset shall be deemed to have been sold at its fair market value (taking Code Section 7701(g) into account) on the date of the Distribution. The gain or loss recognized upon such deemed sale which has not previously been reflected in the Capital Accounts of the Members shall be allocated in accordance with Article V. The amount of the Distribution shall be considered to be the fair market value of the asset distributed in kind without regard to Code Section 7701(g).

(e) The proceeds of sale of the assets of the Company, including Distributable Net Cash Flow of the Company, shall be applied and distributed as follows and in the following order of priority:

(i) To the payment of the debts and liabilities of the Company (including loans from Members but excluding loans from any Manager removed or removable for Bad Acts or Cessation Events (other than Cessation Events due to death or incapacity) to the extent of any damages or loss suffered by the Company from such Bad Acts) and the expenses of liquidation;

(ii) To the setting up of any reserves which the Liquidating Agent shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. If the Company is dissolved by reason of or subsequent to a Bad Act with respect to a Manager, the Liquidating Agent(s) shall reserve and withhold all funds otherwise distributable to or for the benefit of such Manager (or if previously removed, such former Manager), pending resolution of all claims which the Members may have against such Manager by reason of such Bad Acts. Any such reserves shall be held by the Liquidating Agent or paid over to a bank or title company selected by it, to be held by such bank or title company as escrow holder or Liquidating Agent(s) for the purposes of disbursing such reserves to satisfy the liabilities and obligations described above. Such reserves shall be held for such period as the Liquidating Agent(s) shall deem, advisable, and upon the expiration of such period, any remaining balance shall be distributed as provided in clause (iii) of this Section 10.4(e);

(iii) To the Members, in the order of priority set forth in Section 6.3; and

(iv) Upon the release of unnecessary reserves, to the Members in accordance with subsection (iii) above.

10.5 Liability for Deficit Balances. No Member shall have any liability to the Company, to the other Members, or to the creditors of the Company on account of any deficit balance in such Member's Capital Account.

10.6 Liquidating Agent(s) Appointed Attorney-in-Fact. The Liquidating Agent(s) is hereby irrevocably appointed as the true and lawful attorney in the name, place and stead of each of the Members, such appointment being coupled with an interest, to make, execute, sign, acknowledge and file with respect to the Company all papers which shall be necessary or desirable to effect the Dissolution, liquidation and termination of the Company in accordance with the provisions of this Article X. Without limiting the foregoing, the Liquidating Agent(s) shall, upon the Dissolution and termination of the Company, file an appropriate certificate to such effect in the proper governmental office or offices under the Act as then in effect. Notwithstanding the foregoing, each Member, upon the request of the Liquidating Agent(s), shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidating Agent(s) shall reasonably request to effectuate the proper Dissolution, liquidation and termination of the Company, including the winding up of the business of the Company. In no event shall any

Member (unless elected as a liquidating trustee) be entitled to any compensation for providing services in connection with Dissolution, liquidation, and termination of the Company. The compensation of a liquidating trustee shall be fixed by agreement between the liquidating trustee and a Majority of the Members. In the event any Member winds up the business of the Company, no additional compensation shall be payable for such services.

## ARTICLE XI

### BOOKS OF ACCOUNTS; REPORTS; BANK ACCOUNTS

11.1 Books. The Managers shall cause the Company to maintain complete and accurate books of account of the Company's affairs on a tax accrual basis, which books, together with an executed copy of this Agreement and the filed Company Certificate, and of all amendments thereto, all powers of attorney, an alphabetical list of the names and last known business or residence addresses of each Member, the capital contribution and share of profits of each Member, copies of the Company's federal, state, and local income tax or information returns or reports, if any, for the six (6) most recent tax years, and copies of financial statements of the Company for the six (6) most recent Fiscal Years maintained at the principal executive office of the Company in the State of California, will be open to inspection by any Member (or its authorized representative) at any time during ordinary business hours upon reasonable notice without disrupting the operations of the Company.

11.2 Reports. The Managers shall furnish to the Members within ninety (90) days (without extension) following the end of each Fiscal Year of the Company, a report containing all information necessary for the preparation of each Member's federal and state income tax return.

11.3 Tax Shelter Registration. If at any time, the Company is or becomes a "tax shelter" under Code Section 6111 and the Regulations thereunder, the Managers shall properly and timely register the Company and take all other actions needed to satisfy requirement imposed on such tax shelter, including without limitation notifying the Members of any actions required of them.

11.4 Bank Accounts. The funds of the Company shall be deposited in the name of the Company, in such bank account or accounts as the Managers shall reasonably approve and reasonably direct from time to time. Such funds shall be invested by the Managers in such manner as they shall reasonably approve (which may or may not bear interest as they shall approve). Each of the Managers shall be an individual signatory on all Company accounts, with the signature of any two (2) Managers being sufficient to effect withdrawals.

## ARTICLE XII

### CERTIFICATES AND OTHER INSTRUMENTS

12.1 State Mandated Certificates. At Company expense, the parties hereto shall immediately execute all such certificates and other documents conforming hereto and do all such filing, recording, publishing and other acts as in the reasonable judgment of the Managers may be appropriate to comply with all of the requirements for the formation of a limited liability company under the laws of the State of California. The Managers will also cause to be filed, recorded and

published, such statements, notices, certificates, statements or other instruments required by any provision of any applicable law which governs the conduct of the Company's business from time to time.

12.2 Certificate of Membership Interest. The Membership Interests in the Company may be represented by a certificate of membership. The exact contents of a certificate of membership may be determined by the Managers but shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued, shall be impressed with the Company seal or a facsimile thereof, and shall be signed by all the Members of the Company. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of California as a limited liability company, the name of the Person to whom issued, the date of issue, and the percentage interest represented thereby as of the date of issue. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the Member Percentage shall be set forth in full or summarized on the face or back of the certificates which the Company shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any holder of the Member Percentage upon request without charge. Any certificate of membership shall be and is intended to be a "certificated security" under the provisions of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware.

12.3 Cancellation of Certificate of Membership Interest. All certificates of membership surrendered to the Company for transfer shall be canceled and no new certificates of membership shall be issued in lieu thereof until the former certificates for a like number of Membership Interests shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

12.4 Replacement of Lost, Stolen, or Destroyed Certificate. Any Member claiming that his certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Managers of the Company, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the Company not exceeding an amount double the value of the Membership Interests as represented by such certificate (the necessity for such bond and the amount required to be determined by the Managers), a new certificate may be issued of the same tenor and representing the same Member Percentage as were represented by the certificate alleged to be lost, stolen, or destroyed, subject to adjustment in the event the Member Percentage of the said Member has been adjusted pursuant to the terms of this Agreement.

## ARTICLE XIII

INTENTIONALLY OMITTED

## ARTICLE XIV

### RIGHT OF FIRST REFUSAL

Each time a Member proposes to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his or her Membership Interest (or as required by operation of law or other involuntary transfer to do so) (hereinafter, a “Transfer”), other than a permitted Transfer under Section 8.4(c), such Member shall first offer such Membership Interest to the non-transferring Members in accordance with the following provisions:

14.1 Such Member (the “Transferor”) shall deliver a written notice (the “Transfer Notice”) to the other Members stating (i) such Member’s bona fide intention to transfer such Membership Interest, (ii) the name and address of the proposed transferee, (iii) the Membership Interest to be transferred, and (iv) the purchase price in terms of payment for which the Member proposes to transfer such Membership Interest. The Transfer Notice shall be accompanied by any offers, counter-offers, agreement(s), and documentation evidencing the proposed Transfer.

14.2 Within fifteen (15) days after receipt of the Transfer Notice, each non-transferring Member shall notify the Transferor in writing of his or her desire to purchase a portion of the Membership Interest being so transferred. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to purchase any of the Membership Interest which may be so transferred. Each Member so electing to purchase shall be entitled to purchase a portion of such Membership Interest in the same proportion that the Member Percentage of such Member bears to the aggregate of the Member Percentages of all of the Members electing to so purchase the Membership Interest being transferred. In the event any Member elects to purchase none or less than all of his or her pro rata share of such Membership Interest, then the other Members can elect to purchase more than their pro rata share.

14.3 Within fifteen (15) days after receipt of the Transfer Notice, the Members electing to purchase such Membership Interest shall have the first right to purchase or obtain such Membership Interest at the time, upon the price and terms of payment designated in such notice. If such notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the noncash consideration offered as determined by the Managers.

14.4 If the other Members elect not to purchase or obtain all of the Membership Interest designated in the Transfer Notice, then the Transferor may transfer the Membership Interest described in the Transfer Notice to the proposed transferee, provided such transfer (i) is completed within thirty (30) days after the expiration of the other Members’ right to purchase such Membership Interest, (ii) is made on terms no less favorable to the transferring Member than as designated in the Transfer Notice, and (iii) the requirements of Section 8.4 are met. If such Membership Interest is not so transferred, the transferring Member must give notice in accordance with this Section prior to any other or subsequent Transfer of such Membership Interest.

## ARTICLE XV

### MISCELLANEOUS

15.1 Notices. Any and all notices or other communications permitted or required to be delivered or given under this Agreement shall be in writing and signed by the Member or Members giving such notice or other communication and shall be sent by facsimile with receipt evidencing delivery or shall be delivered personally or shall be sent by Federal Express or other nationally recognized overnight courier or shall be sent by registered or certified mail, postage prepaid, return receipt requested, if to the Company, to the Company at its principal office established pursuant to Section 2.5 hereof, or, if to any Member, to such Member at the address set forth below or on Schedule "A" hereto with respect to such Member, or at such other address as may be supplied by written notice given in conformity with the terms of this Section 15.1. Such notices or other communications shall be deemed to have been given on the date of personal delivery (in the case of personal delivery), or three (3) days following the deposit in the United States mail (in the case of mailing) provided that such mail is properly and correctly addressed with first-class (certified or registered) postage prepaid. Notwithstanding the foregoing sentence or any other provision to the contrary in this Agreement, the time to respond to any notice or other communications shall not commence to run for the addressee until the actual delivery (or attempted delivery if delivery is refused during normal business hours) of the notice or other communication at the appropriate address of the addressee as set forth in this paragraph. In the case of the original Managers, notices shall be sent to:

Abraham Bak  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606

Menachem Gastwirth  
6442 Coldwater Canyon Avenue, Suite 100  
North Hollywood, CA 91606

15.2 Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, executors, administrators, representatives, heirs and assigns. Each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

15.3 Title to Company Property. All property and assets owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity and no Member, individually, shall have any ownership of such property and assets. The Company shall hold any of its assets and properties in the name of the Company, or upon prior written notice to and approval by the Members on a case by case basis, in the name of a nominee of the Company, which nominee may be one or more individuals, corporations, partnerships, limited liability companies, trusts or other entities.

15.4 Partition. The Members hereby agree that no Member nor any successor-in-interest to any Member shall have the right while this Agreement remains in effect to have the Company or the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the Company or the property of the Company partitioned, and each

Member, on behalf of itself, and its successors, successors-in-title, executors, administrators, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement and that the right of any Member or successor-in-interest to assign, transfer, sell or otherwise dispose of such Member's interest in the Company shall be subject to the limitations and restrictions of this Agreement.

15.5 No Waiver. The failure of any Member to insist upon strict performance of any covenant or obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent to or waiver of any other breach or default in the performance of the same or any other obligation hereunder.

15.6 Further Assurances. At Company expense, each party hereto agrees to execute, acknowledge, deliver, file, record and publish such further certificates, amendments of certificates, instruments or documents as may be required by law or are reasonably necessary or desirable to carry out the provisions of this Agreement.

15.7 Number and Gender. When the context so indicates, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter gender and vice versa.

15.8 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

15.9 Counterparts. This Agreement may be executed in several counterparts, and, as so executed, shall constitute one Agreement, binding on all of the Members hereto notwithstanding that the signatures of all of the Members are not affixed to the same counterpart.

15.10 Governing Law. This Agreement and the rights and obligations of the Members hereunder shall be governed by and interpreted, construed and enforced according to the internal laws of the State of California (without regard to any choice of law principles).

15.11 Validity. In the event that any provisions of this Agreement shall be held by a court of competent jurisdiction or rendered by the adoption of a statute, rule or regulation of the State of California or the United States to be invalid, the invalidity of such provisions shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

15.12 Entire Agreement; Amendments. This Agreement and the agreements executed contemporaneously herewith constitute the entire understanding and agreement among the Members with respect to the subject matter hereof, and supersedes all other prior agreements and understandings among the Members or any of them with respect to the subject matter hereof; and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by a writing signed by all Members and with affirmative written vote or written consent of the Managers.

15.13 Member Investment Representations.

Each Member, by executing this Agreement:

(a) represents and warrants that it is acquiring an interest in the Company for long-term investment, solely for its own account (and not for fractionalization or for the account, in whole or in part, of others) and not with a view to, or for sale in connection with, any distribution of such interest in the Company, and that it is the beneficial and sole owner of all of the entire interest in the Company standing in his name;

(b) ACKNOWLEDGES THAT IT UNDERSTANDS THAT AN INVESTMENT IN THE COMPANY IS HIGHLY RISKY, AND REPRESENTS AND WARRANTS THAT IT HAS THE FINANCIAL ABILITY TO BEAR THE ECONOMIC RISKS OF LOSING ITS ENTIRE INVESTMENT IN THE COMPANY;

(c) acknowledges that it has adequate means of providing for his current needs and personal contingencies, no need for liquidity with respect to its investment in the Company, and no reason to anticipate any change in personal circumstances, financial or otherwise, which may cause or require the sale or liquidation of its interest in the Company;

(d) acknowledges that it is familiar with risks customarily associated with the development and ownership of real estate in general and commercial property in particular, such as location, quality of tenants, rental values, economic conditions, the possibility of construction delays and cost overruns, and the possibility of the enactment of rent stabilization or rent controls;

(e) acknowledges that it is an experienced investor, having the ability to evaluate business and investment risks, and access to independent professional advisors of its own choosing; and

(f) acknowledges that it, and its independent advisors, if any, have been provided, to their satisfaction, the opportunity to ask questions and receive answers concerning the terms and conditions of an investment in the Company and concerning the business to be engaged in by the Company, and have had all such questions answered to their satisfaction.

15.14 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

15.15 Authority. Each Member represents and warrants to the other Members, that, on the date of execution of this Agreement:

(a) If such Member is a corporation, limited liability company or partnership, such Member is a partnership, limited liability company or corporation duly organized, validly existing and in good standing under the laws of the State of its formation;

(b) Such Member has the full power and authority to execute, deliver and perform this Agreement, and to own and lease its properties and to carry on its business as now conducted and as contemplated hereby;



(c) This Agreement has been duly authorized, executed and delivered by such Member and constitutes the legal, valid and binding obligation of such Member, enforceable against it in accordance with the terms hereof, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors, rights generally and to general principles of equity;

(d) To the best of its knowledge, no authorization, consent or approval of, notice to or filing with, any governmental authority, is required for the execution, delivery and performance by such Member of or under this Agreement; and

(e) To the best of its knowledge, neither the execution, delivery or performance by such Member of or under this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions, or provisions of any law, governmental rule or regulation or the partnership agreement, by-laws, shareholders agreement or operating agreement, as amended, to which such Member is subject or any order, writ, injunction or decree of any court or governmental authority against such Member or by which it or any of its properties is bound, or any indenture, mortgage or contract or other agreement or instrument to which such Member is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties.

15.16 Reference Procedure. Except as otherwise provided in this last sentence of this Section 15.16, every dispute between the parties hereto arising out of or relating to this Agreement shall be settled by arbitration conducted in Los Angeles, California (or as close thereto as possible) in accordance with the Judicial Arbitration and Mediation Services (“JAMS”). Only individuals who are (i) lawyers engaged in the full time practice of law and (ii) on the JAMS register of arbitrators shall be selected as a arbitrator. There shall be one arbitrator chosen in accordance with the rules of the JAMS and the arbitrator shall apply the laws of the State of California. The parties shall each be permitted to obtain discovery from each other in accordance with the federal rules of civil procedure. The arbitrator shall prepare written findings of facts and conclusions of law. Judgment upon the written award, which shall be binding and conclusive upon, and non-appealable by, the parties hereto, may be entered in any court having jurisdiction thereof. Liability for related legal expenses and costs shall be determined by the arbitrator, it being understood that it is the intention of the parties hereto that the prevailing party shall be reimbursed by the non-prevailing party for all costs and expenses, including, without limitation, attorneys’ fees, incurred with respect to the enforcement of this Agreement. Notwithstanding the above, should a party hereto desire to obtain equitable relief, including but not limited to obtaining an injunction or specific performance, such party shall have the right to avail themselves of any court having jurisdiction over such matter, or arbitrating the dispute as provided above.

15.17 Attorneys’ Fees. If any Member commences an action against another Member arising out of or in connection with this Agreement or the Company, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys’ fees and costs incurred by such prevailing party in such action, including in connection with the enforcement of any judgment.

\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

**MANAGERS:**

\_\_\_\_\_  
Abraham Bak

\_\_\_\_\_  
Menachem Gastwirth

**MEMBERS:**

\_\_\_\_\_  
Abraham Bak

\_\_\_\_\_  
Menachem Gastwirth

Schedule "A"

**CAPITAL CONTRIBUTIONS AND MEMBERSHIP PERCENTAGES**

<b>Name and Address</b>	<b>Initial Capital</b>	<b>Membership Percentage</b>
Abraham Bak 6442 Coldwater Canyon Avenue, Suite 100 North Hollywood, CA 91606	\$	50%
Menachem Gastwirth 6442 Coldwater Canyon Avenue, Suite 100 North Hollywood, CA 91606	\$	50%
<b>Total:</b>	\$	<b>100.0%</b>

**SECTION 999.5(d)(1)(B)**

**15) Management and Operations Transfer Agreement by and between Mackenzie LLC and Eskaton dated March 24, 2023**

# **MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

## **Eskaton Care Center Fair Oaks**

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of March 24, 2023 (the “Effective Date”), by and between Eskaton Properties, Incorporated (“Licensee”), and Mackenzie LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”), and solely for the purposes of fulfilling New Operator's obligations under Section 15.5 hereof, International Equity Partners, Inc., a California corporation (“IEP”).

### **RECITALS**

A. **WHEREAS**, Licensee is the owner and licensed operator of that certain 149-bed skilled nursing facility commonly known as “Eskaton Care Center Fair Oaks” and located at 11300 Fair Oaks Blvd., Fair Oaks, CA 95628 (the “Facility”); and

B. **WHEREAS**, 11300 Fair Oaks Boulevard LLC, a California limited liability company (“Purchaser”) and Licensee have entered into that certain Asset Purchase Agreement dated March 24, 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Licensee effective on the Closing Date as defined in the Purchase Agreement;

C. **WHEREAS**, on the Operations Transfer Date (as defined below), Purchaser and New Operator will enter into a lease (the “Lease”), pursuant to which New Operator will occupy the Facility;

D. **WHEREAS**, New Operator and Licensee have agreed that New Operator will manage the Facility for Licensee from the Operations Transfer Date to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date, New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

E. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its skilled nursing facility license, Medi-Cal, and Medicare Change of Ownership Applications (each individually a “CHOW” and collectively “Permits”) with the California Department of Public Health (“CDPH”) and the Centers for Medicare and Medicaid Services (“CMS”) and its administrative contractor Noridian Healthcare Solutions LLC (“MAC”), respectively, pursuant to which New Operator will obtain its own skilled nursing facility license to operate the Facility and Medicare and Medi-Cal provider agreements and Provider Numbers to file claims for reimbursement of services provided to Medicare and Medi-Cal beneficiaries receiving services at the Facility; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued

operation of the Facility after the Operations Transfer Date in compliance with the Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Contracts"). This Agreement, the Interim Sublease, the Assignment of Agreements, the BAA, the New Operator Bill of Sale, and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements, and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the execution of the Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the effective date of the new skilled nursing facility license issued by CDPH to New Operator

for the Facility.

## **2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the Transition Date (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator’s assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier (“NPI”) and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the “Provider Numbers”). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the “Billing Period” shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which CMS issues a tie-in notice for the purpose of tying the Licensee’s Medicare Provider Number to the New Operator’s NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”).

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee’s third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. “Payor Contracts” shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee’s affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider

agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, with quantities in the minimum amounts required by applicable laws and in accordance with Licensee's past business practices and policies at the Facility.



2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and

Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the “SFY”), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program (“WQIP”) to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee shall retain its right, title and interest in and to all unpaid accounts receivable with respect to the Facility that relate to all periods prior to the Operations Transfer Date, including, but not limited to, any accounts receivable arising from rate increase adjustments which relate to periods prior to the Operations Transfer Date even if such adjustments occur after the Operations Transfer Date.

3.3 New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account for the Facility (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing and any new Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). For the duration of this Agreement, Licensee shall maintain sole control of the New EFT Account, provided however, Licensee agrees to grant New Operator "view access" only rights with respect to the New EFT Account during the Billing Period. On and after the Operations Transfer Date, on a weekly basis Licensee and New Operator agree to reconcile and account for all payments received in the New EFT Account as follows: (i) during the first sixty (60) days following the Operations Transfer Date, Licensee will perform a reconciliation of all payments deposited into the New EFT Account to the dates of service for which such payments are made. The payments thereof which Licensee determines relate to the period after the Operations Transfer Date shall be forwarded within five (5) business days to New Operator via wire payment or ACH (bank to bank automated clearing house), and any payments that relate to the period prior to the Operations Transfer Date shall be retained by Licensee; (ii) on the sixty-first (61st) day following the Operations Transfer Date, New Operator shall, on a weekly basis, perform the reconciliation described in this Section of payments deposited into the New EFT Account, and upon request from New Operator, Licensee shall within five (5) business days,

forward such payments to New Operator via wire payment or ACH (bank to bank automated clearing house). If the accompanying remittance advice does not indicate the period to which a payment relates or if there is no accompanying remittance advice, Licensee, during the first sixty (60) days, and New Operator on the sixty-first (61st) day thereafter, will attempt to reconcile the payment to the dates of service for which such payment was made, and within five (5) business days, the payments thereof which Licensee or New Operator, as applicable, determines relate to the period after the Operations Transfer Date shall be forwarded to New Operator and any payments that relate to the period prior to the Operations Transfer Date shall be retained by, Licensee. If the parties do not agree as to how to apply an unaccounted for payment referenced in this Section, then the payment shall be deemed to apply against the oldest outstanding account receivable due from such payor. The party who performs the reconciliation of payments in accordance with this Section, will promptly forward documentation to the other party supporting the allocation of the payment.

3.4 New Operator shall have the right to open one or more bank accounts for the Facility in the name of New Operator (the “Management Account”), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee for dates of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.5 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.5.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.5.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.6 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3, 3.5, and 3.51, New Operator and Licensee agree as follows:

3.6.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and 3.5 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.5.1.

3.6.4. Any private pay payments that specifically identify dates of service, regardless of when received, shall be disbursed to New Operator or Licensee according to whether the dates of service were before or after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee during the first ninety (90) calendar days following the Operations Transfer Date shall be remitted to Licensee to be applied to reduce any outstanding private pay resident's obligations to Licensee, with any excess applied to reduce any balances due for services rendered by New Operator on and after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee on or after the ninety-first (91st) calendar day following the Operations Transfer Date, shall be remitted to New Operator or retained by New Operator, as applicable, to be applied to reduce private pay resident's obligations to New Operator arising from and after the Operations Transfer Date.

3.6.5. All amounts owing to Licensee or New Operator under this Section 3.6 shall be settled within five (5) business days after the payment was received.

3.6.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.6.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.6.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide

Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 18 at the address and email address provided therein.

3.6.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.6, which accounting shall be accompanied by applicable remittance advices.

3.6.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.6.

3.7 To the extent either Licensee or New Operator receive any proceeds from the accounts receivable of the other party, the parties acknowledge that the party receiving the payment belonging to the other party shall hold the payment in trust. Neither New Operator nor Licensee shall have any right to offset or recoupment with respect to such accounts receivable, and any party erroneously receiving a payment belonging to the other party shall have no right, title or interest whatsoever in the payment and shall remit the same to the other as provided herein.

3.8 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith. However, Licensee shall not assume or otherwise be responsible for any liabilities, obligations, accounts payables or commitments of New Operator relating to or arising out of the business conducted by New Operator at the Facility for periods after the Operations Transfer Date.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all

obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 Within thirty (30) days of the Effective Date as defined in the Purchase Agreement, New Operator shall file its skilled nursing facility CHOW application with CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. Additionally, within thirty (30) days of the Operations Transfer Date, New Operator shall file its CHOW applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers with the CMS MAC. New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW application process. Licensee agrees to execute all documentation required by CDPH, CMS, or MAC in connection with its review and approval of New Operator's CHOW, including but not limited to providing New Operator with patient trust fund verification as required by CDPH and completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement and Provider Number.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its CHOW applications and any further documents submitted by New Operator to CDPH or CMS/MAC in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and shall not voluntarily surrender its Permits, including the Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Operations Transfer Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility CHOW application with CDPH, and in connection with the Permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 On the Operations Transfer Date, Licensee will grant to New Operator a non-exclusive, nontransferable, limited license to use the Facility name as currently referenced on Licensee's skilled nursing facility license for the Facility and all associated logos in connection with New Operator's ownership and management of the Facility following the Operations Transfer Date, which license shall remain in place until the Transition Date, and which license shall automatically, without need for further notice to either party, terminate as of the Transition Date.



6.7 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a “Default Event”), New Operator agrees to promptly advise Licensee and Purchaser of CDPH’s determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

6.7.1. If pursuant to the terms of Section 6.7 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.7.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Licensee, Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator’s rights, obligations and duties under this Agreement to such Approved Replacement Operator (provided that such assignment of this Agreement is not prohibited by applicable laws), and concurrent with any such assignment of this Agreement, New Operator shall transfer all of the Operational Assets to the Approved Replacement Operator. If, however, assignment of this Agreement and transfer the Operational Assets to the Approved Replacement Operator is prohibited by any applicable laws, then (i) New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser, Licensee, and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility, and (ii) upon Approved Replacement Operator obtaining all such approvals and consents, New Operator shall transfer the Operational Assets to the Approved Replacement Operator and enter into an operations transfer agreement with the Approved Replacement Operator, in form and substance substantially similar to this Agreement.

6.7.3. As used herein, “Approved Replacement Operator” means a proposed replacement operator for the Facility who is selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations

of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## **8. Transfer of Resident Funds.**

8.1 On the Operations Transfer Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (the "Resident Funds") and all funds held in resident trust accounts for residents of the Facility (the "Resident Trust Funds", and collectively with Resident Funds, the "Funds"). New Operator hereby agrees that it will accept the Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 In accordance with 22 CCR §72529, (i) Licensee shall provide written verification by a public accountant ("Trust Account Verification") of all amounts held in the Resident Trust Funds, and (ii) both Licensee and New Operator will execute a written acknowledgement of the Resident Trust Funds to be transferred to New Operator as of the Operations Transfer Date ("Acknowledgment of Transferred Trust Funds"). The Trust Account Verification and Acknowledgment of Transferred Trust Funds shall be effective as of the date New Operator's skilled nursing facility CHOW is filed with CDPH and New Operator and Licensee agree to cooperate in all respects with respect to the Trust Account Verification, including without limitation, revising and/or updating the Trust Account Verification and/or the Acknowledgment of Transferred Trust Funds to be effective as of the Operations Transfer Date, if so required by CDPH, in order to complete New Operator's skilled nursing facility CHOW application.

8.3 On or before the Operations Transfer Date, Licensee shall prepare a final reconciliation of the Resident Trust Funds comparing the Resident Trust Funds balance on the most current Trust Account Verification to the actual amount of the Resident Trust Funds in preparation for transfer of such Funds to New Operator per Section 8.1.

8.4 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Funds delivered by Licensee to New Operator pursuant to Section 8.1 are demonstrated to be less than the full amount of the Funds for such resident as of the Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Funds prior to the Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.5 Subject to Section 8.4, upon transfer of all of the Funds to New Operator on the Operations Transfer Date, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Funds delivered to New Operator, and such Funds shall be the responsibility of New Operator and New Operator shall indemnify, defend, protect and hold Licensee harmless from the same.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are

required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has

advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with

respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder,

including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) ("HIPAA") the health information technology for economic and clinical health act public law 111-005 ("HITECH") and the

regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of

the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date and subject to Section 2.2.2, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.



## 15. Indemnification.

15.1 Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 9.06(b) in the Purchase Agreement) including specifically, MOTA Losses (as such term is defined below in Section 15.2), as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

15.2 Notwithstanding Section 15.1, in addition thereto, Licensee hereby agrees to indemnify, protect, defend, and hold harmless New Operator, and their respective members, managers, partners, directors, officers, employees, agents, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages (but specifically excluding lost profits and consequential damages), losses, liabilities (including strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' and other professionals' fees and court costs) (collectively, "MOTA Losses") incurred in connection with or arising from the following (collectively, the "Retained Liabilities"): (a) a breach by Licensee of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from New Operator setting forth, in reasonable detail, the nature of such breach, (b) the acts or omissions of Licensee under any contract assigned to New Operator that occurred prior to the Operations Transfer Date, (c) the occupancy or operation of the Facility by Licensee prior to the Operations Transfer Date, (d) any acts, omissions, elder abuse (as that term is defined in California Welfare and Institutions Code § 15610) or negligence of Licensee or any person claiming under Licensee, or the contractors, agents, employees, invitees or visitors of Licensee with respect to the Facility and its residents prior to the Operations Transfer Date, and (e) any failure by Licensee to pay any liabilities in connection with the Facility attributable to periods prior to the Operations Transfer Date, including but not limited to quality assurance fees or bed taxes (including, without limitation, reasonable attorneys' and other professionals' fees and court costs), except insofar as responsibility for such liabilities have been otherwise apportioned to New Operator or Purchaser under this Agreement or the Purchase Agreement.

15.3 Notwithstanding Section 15.1, in addition thereto, New Operator hereby agrees to indemnify, protect, defend, and hold harmless Licensee and its directors, officers, employees, agents, successors and assigns (collectively, the "Licensee Indemnified Parties") from and against any and all "MOTA Losses" (as referenced and defined in Section 15.2) incurred in connection with or arising from: (a) a breach by New Operator of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from Licensee setting forth in reasonable detail the nature of such breach, (b) the acts or omissions of New Operator under any contract assigned to and expressly assumed by New Operator that arises on or after the Operations Transfer Date, (c) the occupancy or operation of the Facility by New Operator from and after the Operations Transfer Date, including submission of claims to Medicare and Medi-Cal prior to New Operator obtaining CMS approval of the assignment of Licensee's Medicare provider agreement and the Department of Health Care

Services approval to participate in the Medi-Cal program, (d) claims against Licensee by any state or federal agency for amounts that such agency has determined have been overpaid to New Operator or Licensee under its Medicare or Medi-Cal provider agreements and that are for services provided on and after the Operations Transfer Date, (e) any acts, omissions, elder abuse (as that term is defined above) or negligence of New Operator or any person claiming under New Operator, or the contractors, agents, employees, invitees or visitors of New Operator with respect to the Facility and its residents from and after the Operations Transfer Date, or (f) any failure by New Operator to pay any liabilities in connection with the Facility attributable to period from and after the Operations Transfer Date (including, without limitation, reasonable attorneys' and other professionals' fees and court costs).

15.4 New Operator acknowledges and agrees that on and after the Operations Transfer Date, it will be in day-to-day charge of the operation and maintenance of the Facility, of resident care and resident Funds, and submission of claims for reimbursement of services provided to residents of the Facility in accordance with the terms of this Agreement. In the event of any violation of any statute, law, regulation or obligation, or of a claim, deficiency or citation occurring on and after the Operations Transfer Date, for any reason by any person or government or private entity or agency, arising from or applicable to the operation or maintenance of the Facility, including but not limited to, resident care, claims submission and receipt of payment thereof, employment, and handling of residents' Funds, whether such violations or claims result in the imposition of penalties, citations, fines, court or administrative orders, litigation, including third party, New Operator's employees, and governmental claims, termination or suspension of the Medicare and Medi-Cal provider agreements, or license revocation as to the Facility or as to Licensee or for claims submission and payment purposes from the Operations Transfer Date to the Tie-In, New Operator shall (a) immediately notify Licensee of any such event; (b) take all actions necessary to protect Licensee, including but not limited to contesting of any such actions against Licensee and the Facility, at the sole cost of New Operator, whether by way of administrative or court proceedings; and (c) indemnify Licensee in accordance with Section 15.3 above.

15.5 By its signature to this Agreement, IEP agrees to irrevocably guaranty, as principal and not as surety, the payment of all monetary obligations due and payable to Licensee Indemnified Parties under this Agreement as a result of a breach of any indemnification obligations of New Operator under Section 15.3 of this Agreement, that may arise on and after the Operations Transfer Date. The obligations and liabilities of IEP under this Section 15.5 shall terminate on the date that is three (3) years after the Operations Transfer Date (the "IEP Guaranty Survival Date"); provided, however, any claims for MOTA Losses by any Licensee Indemnified Parties prior to the IEP Guaranty Survival Date that have not been finally resolved prior to the IEP Guaranty Survival Date shall survive the IEP Guaranty Survival Date until all such claims have been finally resolved.

15.6 The parties agree that to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Operations Transfer Date, such that New Operator is entitled to indemnification from Licensee for MOTA Losses attributable to periods prior to the Operations Transfer Date, and Licensee Indemnified Parties are entitled to indemnification from New Operator for MOTA Losses attributable to periods on and after the

Operations Transfer Date, the provisions of Section 8.05(f) applicable to Straddle Claims in the Purchase Agreement shall govern the parties respective indemnification obligations.

15.7 The foregoing indemnification obligations shall survive the expiration or other termination of this Agreement. All matters arising from an indemnified party's negligence, gross negligence or willful misconduct are excluded from the scope of the indemnification owing to such party set forth in Sections 15.2 and 15.3.

**16. Survival of Representations and Covenants.** The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive for two (2) years after the Closing Date and claims for fraud shall survive for the applicable statute of limitations period.

**17. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**18. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 18), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee: Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

With a copy to: Hefner Law  
(which shall not 2150 River Plaza Drive, Ste. 450

constitute notice): Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 18, or to such other address as may be hereafter specified in writing in accordance with this Section 18 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 18 of the current address to which notices are to be sent.

**19. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 18, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

Eskaton Properties, Incorporated,  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEW OPERATOR:**

Mackenzie LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

For purposes of acknowledging the obligations under Section 15.5 of this Agreement:

**PURCHASER:**

International Equity Partners, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum

**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### **FORM OF INTERIM SUBLEASE AGREEMENT**

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Mackenzie LLC, a California limited liability company (“New Operator”), and Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Licensee”).

New Operator is the tenant of the 149-bed skilled nursing facility known as “Eskaton Care Center Fair Oaks”, located at 11300 Fair Oaks Blvd., Fair Oaks, CA 95628. New Operator is leasing the Facility from Purchaser under the Lease (as each such term are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

Mackenzie LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

**“LICENSEE”**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Assignor”), and Mackenzie LLC, a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at 11300 Fair Oaks Blvd., Fair Oaks, CA 95628 (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Mackenzie LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Covered Entity”), and Mackenzie LLC, a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at 11300 Fair Oaks Blvd., Fair Oaks, CA 95628(the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].



1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic

health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or

Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**BUSINESS ASSOCIATE:**

Mackenzie LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager



## **SECTION 999.5(d)(1)(B)**

**16) Management and Operations Transfer Agreement by and between Bawitdaba LLC and Eskaton dated March 24, 2023**

# MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

## **Eskaton Care Center Greenhaven**

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of March 24, 2023 (the “Effective Date”), by and between Eskaton Properties, Incorporated (“Licensee”), and Bawitdaba LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”), and solely for the purposes of fulfilling New Operator's obligations under Section 15.5 hereof, International Equity Partners, Inc., a California corporation (“IEP”).

### **RECITALS**

A. **WHEREAS**, Licensee is the owner and licensed operator of that certain 148-bed skilled nursing facility commonly known as “Eskaton Care Center Greenhaven” and located at 455 Florin Rd., Sacramento, CA 95831 (the “Facility”); and

B. **WHEREAS**, 455 Florin Road LLC, a California limited liability company (“Purchaser”) and Licensee have entered into that certain Asset Purchase Agreement dated March 24, 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Licensee effective on the Closing Date as defined in the Purchase Agreement;

C. **WHEREAS**, on the Operations Transfer Date (as defined below), Purchaser and New Operator will enter into a lease (the “Lease”), pursuant to which New Operator will occupy the Facility;

D. **WHEREAS**, New Operator and Licensee have agreed that New Operator will manage the Facility for Licensee from the Operations Transfer Date to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date, New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

E. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its skilled nursing facility license, Medi-Cal, and Medicare Change of Ownership Applications (each individually a “CHOW” and collectively “Permits”) with the California Department of Public Health (“CDPH”) and the Centers for Medicare and Medicaid Services (“CMS”) and its administrative contractor Noridian Healthcare Solutions LLC (“MAC”), respectively, pursuant to which New Operator will obtain its own skilled nursing facility license to operate the Facility and Medicare and Medi-Cal provider agreements and Provider Numbers to file claims for reimbursement of services provided to Medicare and Medi-Cal beneficiaries receiving services at the Facility; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued

operation of the Facility after the Operations Transfer Date in compliance with the Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Contracts"). This Agreement, the Interim Sublease, the Assignment of Agreements, the BAA, the New Operator Bill of Sale, and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements, and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the execution of the Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the effective date of the new skilled nursing facility license issued by CDPH to New Operator

for the Facility.

## **2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the Transition Date (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator’s assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier (“NPI”) and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the “Provider Numbers”). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the “Billing Period” shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which CMS issues a tie-in notice for the purpose of tying the Licensee’s Medicare Provider Number to the New Operator’s NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”).

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee’s third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. “Payor Contracts” shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee’s affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider

agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, with quantities in the minimum amounts required by applicable laws and in accordance with Licensee's past business practices and policies at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and

Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the “SFY”), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program (“WQIP”) to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee shall retain its right, title and interest in and to all unpaid accounts receivable with respect to the Facility that relate to all periods prior to the Operations Transfer Date, including, but not limited to, any accounts receivable arising from rate increase adjustments which relate to periods prior to the Operations Transfer Date even if such adjustments occur after the Operations Transfer Date.

3.3 New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account for the Facility (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing and any new Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). For the duration of this Agreement, Licensee shall maintain sole control of the New EFT Account, provided however, Licensee agrees to grant New Operator "view access" only rights with respect to the New EFT Account during the Billing Period. On and after the Operations Transfer Date, on a weekly basis Licensee and New Operator agree to reconcile and account for all payments received in the New EFT Account as follows: (i) during the first sixty (60) days following the Operations Transfer Date, Licensee will perform a reconciliation of all payments deposited into the New EFT Account to the dates of service for which such payments are made. The payments thereof which Licensee determines relate to the period after the Operations Transfer Date shall be forwarded within five (5) business days to New Operator via wire payment or ACH (bank to bank automated clearing house), and any payments that relate to the period prior to the Operations Transfer Date shall be retained by Licensee; (ii) on the sixty-first (61st) day following the Operations Transfer Date, New Operator shall, on a weekly basis, perform the reconciliation described in this Section of payments deposited into the New EFT Account, and upon request from New Operator, Licensee shall within five (5) business days,



forward such payments to New Operator via wire payment or ACH (bank to bank automated clearing house). If the accompanying remittance advice does not indicate the period to which a payment relates or if there is no accompanying remittance advice, Licensee, during the first sixty (60) days, and New Operator on the sixty-first (61st) day thereafter, will attempt to reconcile the payment to the dates of service for which such payment was made, and within five (5) business days, the payments thereof which Licensee or New Operator, as applicable, determines relate to the period after the Operations Transfer Date shall be forwarded to New Operator and any payments that relate to the period prior to the Operations Transfer Date shall be retained by, Licensee. If the parties do not agree as to how to apply an unaccounted for payment referenced in this Section, then the payment shall be deemed to apply against the oldest outstanding account receivable due from such payor. The party who performs the reconciliation of payments in accordance with this Section, will promptly forward documentation to the other party supporting the allocation of the payment.

3.4 New Operator shall have the right to open one or more bank accounts for the Facility in the name of New Operator (the “Management Account”), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee for dates of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.5 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.5.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.5.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.6 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3, 3.5, and 3.51, New Operator and Licensee agree as follows:

3.6.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and 3.5 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.5.1.

3.6.4. Any private pay payments that specifically identify dates of service, regardless of when received, shall be disbursed to New Operator or Licensee according to whether the dates of service were before or after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee during the first ninety (90) calendar days following the Operations Transfer Date shall be remitted to Licensee to be applied to reduce any outstanding private pay resident's obligations to Licensee, with any excess applied to reduce any balances due for services rendered by New Operator on and after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee on or after the ninety-first (91st) calendar day following the Operations Transfer Date, shall be remitted to New Operator or retained by New Operator, as applicable, to be applied to reduce private pay resident's obligations to New Operator arising from and after the Operations Transfer Date.

3.6.5. All amounts owing to Licensee or New Operator under this Section 3.6 shall be settled within five (5) business days after the payment was received.

3.6.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.6.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.6.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide

Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 18 at the address and email address provided therein.

3.6.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.6, which accounting shall be accompanied by applicable remittance advices.

3.6.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.6.

3.7 To the extent either Licensee or New Operator receive any proceeds from the accounts receivable of the other party, the parties acknowledge that the party receiving the payment belonging to the other party shall hold the payment in trust. Neither New Operator nor Licensee shall have any right to offset or recoupment with respect to such accounts receivable, and any party erroneously receiving a payment belonging to the other party shall have no right, title or interest whatsoever in the payment and shall remit the same to the other as provided herein.

3.8 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith. However, Licensee shall not assume or otherwise be responsible for any liabilities, obligations, accounts payables or commitments of New Operator relating to or arising out of the business conducted by New Operator at the Facility for periods after the Operations Transfer Date.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all

obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 Within thirty (30) days of the Effective Date as defined in the Purchase Agreement, New Operator shall file its skilled nursing facility CHOW application with CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. Additionally, within thirty (30) days of the Operations Transfer Date, New Operator shall file its CHOW applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers with the CMS MAC. New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW application process. Licensee agrees to execute all documentation required by CDPH, CMS, or MAC in connection with its review and approval of New Operator's CHOW, including but not limited to providing New Operator with patient trust fund verification as required by CDPH and completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement and Provider Number.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its CHOW applications and any further documents submitted by New Operator to CDPH or CMS/MAC in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and shall not voluntarily surrender its Permits, including the Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Operations Transfer Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility CHOW application with CDPH, and in connection with the Permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 On the Operations Transfer Date, Licensee will grant to New Operator a non-exclusive, nontransferable, limited license to use the Facility name as currently referenced on Licensee's skilled nursing facility license for the Facility and all associated logos in connection with New Operator's ownership and management of the Facility following the Operations Transfer Date, which license shall remain in place until the Transition Date, and which license shall automatically, without need for further notice to either party, terminate as of the Transition Date.

6.7 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a “Default Event”), New Operator agrees to promptly advise Licensee and Purchaser of CDPH’s determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

6.7.1. If pursuant to the terms of Section 6.7 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.7.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Licensee, Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator’s rights, obligations and duties under this Agreement to such Approved Replacement Operator (provided that such assignment of this Agreement is not prohibited by applicable laws), and concurrent with any such assignment of this Agreement, New Operator shall transfer all of the Operational Assets to the Approved Replacement Operator. If, however, assignment of this Agreement and transfer the Operational Assets to the Approved Replacement Operator is prohibited by any applicable laws, then (i) New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser, Licensee, and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility, and (ii) upon Approved Replacement Operator obtaining all such approvals and consents, New Operator shall transfer the Operational Assets to the Approved Replacement Operator and enter into an operations transfer agreement with the Approved Replacement Operator, in form and substance substantially similar to this Agreement.

6.7.3. As used herein, “Approved Replacement Operator” means a proposed replacement operator for the Facility who is selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations

of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## **8. Transfer of Resident Funds.**

8.1 On the Operations Transfer Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (the "Resident Funds") and all funds held in resident trust accounts for residents of the Facility (the "Resident Trust Funds", and collectively with Resident Funds, the "Funds"). New Operator hereby agrees that it will accept the Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 In accordance with 22 CCR §72529, (i) Licensee shall provide written verification by a public accountant ("Trust Account Verification") of all amounts held in the Resident Trust Funds, and (ii) both Licensee and New Operator will execute a written acknowledgement of the Resident Trust Funds to be transferred to New Operator as of the Operations Transfer Date ("Acknowledgment of Transferred Trust Funds"). The Trust Account Verification and Acknowledgment of Transferred Trust Funds shall be effective as of the date New Operator's skilled nursing facility CHOW is filed with CDPH and New Operator and Licensee agree to cooperate in all respects with respect to the Trust Account Verification, including without limitation, revising and/or updating the Trust Account Verification and/or the Acknowledgment of Transferred Trust Funds to be effective as of the Operations Transfer Date, if so required by CDPH, in order to complete New Operator's skilled nursing facility CHOW application.

8.3 On or before the Operations Transfer Date, Licensee shall prepare a final reconciliation of the Resident Trust Funds comparing the Resident Trust Funds balance on the most current Trust Account Verification to the actual amount of the Resident Trust Funds in preparation for transfer of such Funds to New Operator per Section 8.1.

8.4 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Funds delivered by Licensee to New Operator pursuant to Section 8.1 are demonstrated to be less than the full amount of the Funds for such resident as of the Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Funds prior to the Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.5 Subject to Section 8.4, upon transfer of all of the Funds to New Operator on the Operations Transfer Date, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Funds delivered to New Operator, and such Funds shall be the responsibility of New Operator and New Operator shall indemnify, defend, protect and hold Licensee harmless from the same.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are

required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has



advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with

respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder,

including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) ("HIPAA") the health information technology for economic and clinical health act public law 111-005 ("HITECH") and the

regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of

the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date and subject to Section 2.2.2, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

## 15. Indemnification.

15.1 Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 9.06(b) in the Purchase Agreement) including specifically, MOTA Losses (as such term is defined below in Section 15.2), as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

15.2 Notwithstanding Section 15.1, in addition thereto, Licensee hereby agrees to indemnify, protect, defend, and hold harmless New Operator, and their respective members, managers, partners, directors, officers, employees, agents, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages (but specifically excluding lost profits and consequential damages), losses, liabilities (including strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' and other professionals' fees and court costs) (collectively, "MOTA Losses") incurred in connection with or arising from the following (collectively, the "Retained Liabilities"): (a) a breach by Licensee of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from New Operator setting forth, in reasonable detail, the nature of such breach, (b) the acts or omissions of Licensee under any contract assigned to New Operator that occurred prior to the Operations Transfer Date, (c) the occupancy or operation of the Facility by Licensee prior to the Operations Transfer Date, (d) any acts, omissions, elder abuse (as that term is defined in California Welfare and Institutions Code § 15610) or negligence of Licensee or any person claiming under Licensee, or the contractors, agents, employees, invitees or visitors of Licensee with respect to the Facility and its residents prior to the Operations Transfer Date, and (e) any failure by Licensee to pay any liabilities in connection with the Facility attributable to periods prior to the Operations Transfer Date, including but not limited to quality assurance fees or bed taxes (including, without limitation, reasonable attorneys' and other professionals' fees and court costs), except insofar as responsibility for such liabilities have been otherwise apportioned to New Operator or Purchaser under this Agreement or the Purchase Agreement.

15.3 Notwithstanding Section 15.1, in addition thereto, New Operator hereby agrees to indemnify, protect, defend, and hold harmless Licensee and its directors, officers, employees, agents, successors and assigns (collectively, the "Licensee Indemnified Parties") from and against any and all "MOTA Losses" (as referenced and defined in Section 15.2) incurred in connection with or arising from: (a) a breach by New Operator of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from Licensee setting forth in reasonable detail the nature of such breach, (b) the acts or omissions of New Operator under any contract assigned to and expressly assumed by New Operator that arises on or after the Operations Transfer Date, (c) the occupancy or operation of the Facility by New Operator from and after the Operations Transfer Date, including submission of claims to Medicare and Medi-Cal prior to New Operator obtaining CMS approval of the assignment of Licensee's Medicare provider agreement and the Department of Health Care

Services approval to participate in the Medi-Cal program, (d) claims against Licensee by any state or federal agency for amounts that such agency has determined have been overpaid to New Operator or Licensee under its Medicare or Medi-Cal provider agreements and that are for services provided on and after the Operations Transfer Date, (e) any acts, omissions, elder abuse (as that term is defined above) or negligence of New Operator or any person claiming under New Operator, or the contractors, agents, employees, invitees or visitors of New Operator with respect to the Facility and its residents from and after the Operations Transfer Date, or (f) any failure by New Operator to pay any liabilities in connection with the Facility attributable to period from and after the Operations Transfer Date (including, without limitation, reasonable attorneys' and other professionals' fees and court costs).

15.4 New Operator acknowledges and agrees that on and after the Operations Transfer Date, it will be in day-to-day charge of the operation and maintenance of the Facility, of resident care and resident Funds, and submission of claims for reimbursement of services provided to residents of the Facility in accordance with the terms of this Agreement. In the event of any violation of any statute, law, regulation or obligation, or of a claim, deficiency or citation occurring on and after the Operations Transfer Date, for any reason by any person or government or private entity or agency, arising from or applicable to the operation or maintenance of the Facility, including but not limited to, resident care, claims submission and receipt of payment thereof, employment, and handling of residents' Funds, whether such violations or claims result in the imposition of penalties, citations, fines, court or administrative orders, litigation, including third party, New Operator's employees, and governmental claims, termination or suspension of the Medicare and Medi-Cal provider agreements, or license revocation as to the Facility or as to Licensee or for claims submission and payment purposes from the Operations Transfer Date to the Tie-In, New Operator shall (a) immediately notify Licensee of any such event; (b) take all actions necessary to protect Licensee, including but not limited to contesting of any such actions against Licensee and the Facility, at the sole cost of New Operator, whether by way of administrative or court proceedings; and (c) indemnify Licensee in accordance with Section 15.3 above.

15.5 By its signature to this Agreement, IEP agrees to irrevocably guaranty, as principal and not as surety, the payment of all monetary obligations due and payable to Licensee Indemnified Parties under this Agreement as a result of a breach of any indemnification obligations of New Operator under Section 15.3 of this Agreement, that may arise on and after the Operations Transfer Date. The obligations and liabilities of IEP under this Section 15.5 shall terminate on the date that is three (3) years after the Operations Transfer Date (the "IEP Guaranty Survival Date"); provided, however, any claims for MOTA Losses by any Licensee Indemnified Parties prior to the IEP Guaranty Survival Date that have not been finally resolved prior to the IEP Guaranty Survival Date shall survive the IEP Guaranty Survival Date until all such claims have been finally resolved.

15.6 The parties agree that to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Operations Transfer Date, such that New Operator is entitled to indemnification from Licensee for MOTA Losses attributable to periods prior to the Operations Transfer Date, and Licensee Indemnified Parties are entitled to indemnification from New Operator for MOTA Losses attributable to periods on and after the

Operations Transfer Date, the provisions of Section 8.05(f) applicable to Straddle Claims in the Purchase Agreement shall govern the parties respective indemnification obligations.

15.7 The foregoing indemnification obligations shall survive the expiration or other termination of this Agreement. All matters arising from an indemnified party's negligence, gross negligence or willful misconduct are excluded from the scope of the indemnification owing to such party set forth in Sections 15.2 and 15.3.

**16. Survival of Representations and Covenants.** The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive for two (2) years after the Closing Date and claims for fraud shall survive for the applicable statute of limitations period.

**17. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**18. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 18), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee: Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

With a copy to: Hefner Law  
(which shall not 2150 River Plaza Drive, Ste. 450



constitute notice): Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 18, or to such other address as may be hereafter specified in writing in accordance with this Section 18 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 18 of the current address to which notices are to be sent.

**19. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 18, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

Eskaton Properties, Incorporated,  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEW OPERATOR:**

Bawitdaba LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

For purposes of acknowledging the obligations under Section 15.5 of this Agreement:

**PURCHASER:**

International Equity Partners, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum

**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### **FORM OF INTERIM SUBLEASE AGREEMENT**

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Bawitdaba LLC, a California limited liability company (“New Operator”), and Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Licensee”).

New Operator is the tenant of the 148-bed skilled nursing facility known as “Eskaton Care Center Greenhaven”, located at 455 Florin Rd., Sacramento, CA 95831. New Operator is leasing the Facility from Purchaser under the Lease (as each such term are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”



2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

Bawitdaba LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

**“LICENSEE”**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT B

### FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS

#### ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Assignor”), and Bawitdaba LLC, a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at 455 Florin Rd., Sacramento, CA 95831 (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Bawitdaba LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Covered Entity”), and Bawitdaba LLC, a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at 455 Florin Rd., Sacramento, CA 95831(the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic



health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or

Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**BUSINESS ASSOCIATE:**

Bawitdaba LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

## **SECTION 999.5(d)(1)(B)**

**17) Management and Operations Transfer Agreement by and between  
Baleen LLC and Eskaton dated March 24, 2023**

# **MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

## **Eskaton Care Center Manzanita**

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of March 24, 2023 (the “Effective Date”), by and between Eskaton Properties, Incorporated (“Licensee”), and Baleen LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”), and solely for the purposes of fulfilling New Operator's obligations under Section 15.5 hereof, International Equity Partners, Inc., a California corporation (“IEP”).

### **RECITALS**

A. **WHEREAS**, Licensee is the owner and licensed operator of that certain 99-bed skilled nursing facility commonly known as “Eskaton Care Center Manzanita” and located at 5318 Manzanita Ave., Carmichael, CA 95608 (the “Facility”); and

B. **WHEREAS**, 5318 Manzanita Avenue LLC, a California limited liability company (“Purchaser”) and Licensee have entered into that certain Asset Purchase Agreement dated March 24, 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Licensee effective on the Closing Date as defined in the Purchase Agreement;

C. **WHEREAS**, on the Operations Transfer Date (as defined below), Purchaser and New Operator will enter into a lease (the “Lease”), pursuant to which New Operator will occupy the Facility;

D. **WHEREAS**, New Operator and Licensee have agreed that New Operator will manage the Facility for Licensee from the Operations Transfer Date to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date, New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

E. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its skilled nursing facility license, Medi-Cal, and Medicare Change of Ownership Applications (each individually a “CHOW” and collectively “Permits”) with the California Department of Public Health (“CDPH”) and the Centers for Medicare and Medicaid Services (“CMS”) and its administrative contractor Noridian Healthcare Solutions LLC (“MAC”), respectively, pursuant to which New Operator will obtain its own skilled nursing facility license to operate the Facility and Medicare and Medi-Cal provider agreements and Provider Numbers to file claims for reimbursement of services provided to Medicare and Medi-Cal beneficiaries receiving services at the Facility; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued

operation of the Facility after the Operations Transfer Date in compliance with the Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Contracts"). This Agreement, the Interim Sublease, the Assignment of Agreements, the BAA, the New Operator Bill of Sale, and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements, and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the execution of the Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the effective date of the new skilled nursing facility license issued by CDPH to New Operator



for the Facility.

## **2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the Transition Date (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator’s assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier (“NPI”) and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the “Provider Numbers”). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the “Billing Period” shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which CMS issues a tie-in notice for the purpose of tying the Licensee’s Medicare Provider Number to the New Operator’s NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”).

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee’s third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. “Payor Contracts” shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee’s affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider

agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, with quantities in the minimum amounts required by applicable laws and in accordance with Licensee's past business practices and policies at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and

Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the “SFY”), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program (“WQIP”) to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee shall retain its right, title and interest in and to all unpaid accounts receivable with respect to the Facility that relate to all periods prior to the Operations Transfer Date, including, but not limited to, any accounts receivable arising from rate increase adjustments which relate to periods prior to the Operations Transfer Date even if such adjustments occur after the Operations Transfer Date.

3.3 New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account for the Facility (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing and any new Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). For the duration of this Agreement, Licensee shall maintain sole control of the New EFT Account, provided however, Licensee agrees to grant New Operator "view access" only rights with respect to the New EFT Account during the Billing Period. On and after the Operations Transfer Date, on a weekly basis Licensee and New Operator agree to reconcile and account for all payments received in the New EFT Account as follows: (i) during the first sixty (60) days following the Operations Transfer Date, Licensee will perform a reconciliation of all payments deposited into the New EFT Account to the dates of service for which such payments are made. The payments thereof which Licensee determines relate to the period after the Operations Transfer Date shall be forwarded within five (5) business days to New Operator via wire payment or ACH (bank to bank automated clearing house), and any payments that relate to the period prior to the Operations Transfer Date shall be retained by Licensee; (ii) on the sixty-first (61st) day following the Operations Transfer Date, New Operator shall, on a weekly basis, perform the reconciliation described in this Section of payments deposited into the New EFT Account, and upon request from New Operator, Licensee shall within five (5) business days,

forward such payments to New Operator via wire payment or ACH (bank to bank automated clearing house). If the accompanying remittance advice does not indicate the period to which a payment relates or if there is no accompanying remittance advice, Licensee, during the first sixty (60) days, and New Operator on the sixty-first (61st) day thereafter, will attempt to reconcile the payment to the dates of service for which such payment was made, and within five (5) business days, the payments thereof which Licensee or New Operator, as applicable, determines relate to the period after the Operations Transfer Date shall be forwarded to New Operator and any payments that relate to the period prior to the Operations Transfer Date shall be retained by, Licensee. If the parties do not agree as to how to apply an unaccounted for payment referenced in this Section, then the payment shall be deemed to apply against the oldest outstanding account receivable due from such payor. The party who performs the reconciliation of payments in accordance with this Section, will promptly forward documentation to the other party supporting the allocation of the payment.

3.4 New Operator shall have the right to open one or more bank accounts for the Facility in the name of New Operator (the “Management Account”), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee for dates of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.5 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.5.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.5.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.6 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3, 3.5, and 3.51, New Operator and Licensee agree as follows:

3.6.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3, 3.5, and 3.51.

3.6.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and 3.5 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.5.1.

3.6.4. Any private pay payments that specifically identify dates of service, regardless of when received, shall be disbursed to New Operator or Licensee according to whether the dates of service were before or after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee during the first ninety (90) calendar days following the Operations Transfer Date shall be remitted to Licensee to be applied to reduce any outstanding private pay resident's obligations to Licensee, with any excess applied to reduce any balances due for services rendered by New Operator on and after the Operations Transfer Date. Private pay payments that are not identified by dates of service and that are received by New Operator or Licensee on or after the ninety-first (91st) calendar day following the Operations Transfer Date, shall be remitted to New Operator or retained by New Operator, as applicable, to be applied to reduce private pay resident's obligations to New Operator arising from and after the Operations Transfer Date.

3.6.5. All amounts owing to Licensee or New Operator under this Section 3.6 shall be settled within five (5) business days after the payment was received.

3.6.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.6.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.6.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide

Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 18 at the address and email address provided therein.

3.6.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.6, which accounting shall be accompanied by applicable remittance advices.

3.6.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.6.

3.7 To the extent either Licensee or New Operator receive any proceeds from the accounts receivable of the other party, the parties acknowledge that the party receiving the payment belonging to the other party shall hold the payment in trust. Neither New Operator nor Licensee shall have any right to offset or recoupment with respect to such accounts receivable, and any party erroneously receiving a payment belonging to the other party shall have no right, title or interest whatsoever in the payment and shall remit the same to the other as provided herein.

3.8 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith. However, Licensee shall not assume or otherwise be responsible for any liabilities, obligations, accounts payables or commitments of New Operator relating to or arising out of the business conducted by New Operator at the Facility for periods after the Operations Transfer Date.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all



obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 Within thirty (30) days of the Effective Date as defined in the Purchase Agreement, New Operator shall file its skilled nursing facility CHOW application with CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. Additionally, within thirty (30) days of the Operations Transfer Date, New Operator shall file its CHOW applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers with the CMS MAC. New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW application process. Licensee agrees to execute all documentation required by CDPH, CMS, or MAC in connection with its review and approval of New Operator's CHOW, including but not limited to providing New Operator with patient trust fund verification as required by CDPH and completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement and Provider Number.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its CHOW applications and any further documents submitted by New Operator to CDPH or CMS/MAC in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and shall not voluntarily surrender its Permits, including the Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Operations Transfer Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility CHOW application with CDPH, and in connection with the Permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 On the Operations Transfer Date, Licensee will grant to New Operator a non-exclusive, nontransferable, limited license to use the Facility name as currently referenced on Licensee's skilled nursing facility license for the Facility and all associated logos in connection with New Operator's ownership and management of the Facility following the Operations Transfer Date, which license shall remain in place until the Transition Date, and which license shall automatically, without need for further notice to either party, terminate as of the Transition Date.

6.7 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a “Default Event”), New Operator agrees to promptly advise Licensee and Purchaser of CDPH’s determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

6.7.1. If pursuant to the terms of Section 6.7 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.7.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Licensee, Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator’s rights, obligations and duties under this Agreement to such Approved Replacement Operator (provided that such assignment of this Agreement is not prohibited by applicable laws), and concurrent with any such assignment of this Agreement, New Operator shall transfer all of the Operational Assets to the Approved Replacement Operator. If, however, assignment of this Agreement and transfer the Operational Assets to the Approved Replacement Operator is prohibited by any applicable laws, then (i) New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser, Licensee, and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility, and (ii) upon Approved Replacement Operator obtaining all such approvals and consents, New Operator shall transfer the Operational Assets to the Approved Replacement Operator and enter into an operations transfer agreement with the Approved Replacement Operator, in form and substance substantially similar to this Agreement.

6.7.3. As used herein, “Approved Replacement Operator” means a proposed replacement operator for the Facility who is selected by Purchaser and approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations

of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## **8. Transfer of Resident Funds.**

8.1 On the Operations Transfer Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (the "Resident Funds") and all funds held in resident trust accounts for residents of the Facility (the "Resident Trust Funds", and collectively with Resident Funds, the "Funds"). New Operator hereby agrees that it will accept the Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 In accordance with 22 CCR §72529, (i) Licensee shall provide written verification by a public accountant ("Trust Account Verification") of all amounts held in the Resident Trust Funds, and (ii) both Licensee and New Operator will execute a written acknowledgement of the Resident Trust Funds to be transferred to New Operator as of the Operations Transfer Date ("Acknowledgment of Transferred Trust Funds"). The Trust Account Verification and Acknowledgment of Transferred Trust Funds shall be effective as of the date New Operator's skilled nursing facility CHOW is filed with CDPH and New Operator and Licensee agree to cooperate in all respects with respect to the Trust Account Verification, including without limitation, revising and/or updating the Trust Account Verification and/or the Acknowledgment of Transferred Trust Funds to be effective as of the Operations Transfer Date, if so required by CDPH, in order to complete New Operator's skilled nursing facility CHOW application.

8.3 On or before the Operations Transfer Date, Licensee shall prepare a final reconciliation of the Resident Trust Funds comparing the Resident Trust Funds balance on the most current Trust Account Verification to the actual amount of the Resident Trust Funds in preparation for transfer of such Funds to New Operator per Section 8.1.

8.4 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Funds delivered by Licensee to New Operator pursuant to Section 8.1 are demonstrated to be less than the full amount of the Funds for such resident as of the Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Funds prior to the Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.5 Subject to Section 8.4, upon transfer of all of the Funds to New Operator on the Operations Transfer Date, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Funds delivered to New Operator, and such Funds shall be the responsibility of New Operator and New Operator shall indemnify, defend, protect and hold Licensee harmless from the same.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are

required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has

advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with

respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder,

including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) ("HIPAA") the health information technology for economic and clinical health act public law 111-005 ("HITECH") and the



regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of

the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date and subject to Section 2.2.2, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

## 15. Indemnification.

15.1 Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 9.06(b) in the Purchase Agreement) including specifically, MOTA Losses (as such term is defined below in Section 15.2), as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

15.2 Notwithstanding Section 15.1, in addition thereto, Licensee hereby agrees to indemnify, protect, defend, and hold harmless New Operator, and their respective members, managers, partners, directors, officers, employees, agents, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages (but specifically excluding lost profits and consequential damages), losses, liabilities (including strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' and other professionals' fees and court costs) (collectively, "MOTA Losses") incurred in connection with or arising from the following (collectively, the "Retained Liabilities"): (a) a breach by Licensee of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from New Operator setting forth, in reasonable detail, the nature of such breach, (b) the acts or omissions of Licensee under any contract assigned to New Operator that occurred prior to the Operations Transfer Date, (c) the occupancy or operation of the Facility by Licensee prior to the Operations Transfer Date, (d) any acts, omissions, elder abuse (as that term is defined in California Welfare and Institutions Code § 15610) or negligence of Licensee or any person claiming under Licensee, or the contractors, agents, employees, invitees or visitors of Licensee with respect to the Facility and its residents prior to the Operations Transfer Date, and (e) any failure by Licensee to pay any liabilities in connection with the Facility attributable to periods prior to the Operations Transfer Date, including but not limited to quality assurance fees or bed taxes (including, without limitation, reasonable attorneys' and other professionals' fees and court costs), except insofar as responsibility for such liabilities have been otherwise apportioned to New Operator or Purchaser under this Agreement or the Purchase Agreement.

15.3 Notwithstanding Section 15.1, in addition thereto, New Operator hereby agrees to indemnify, protect, defend, and hold harmless Licensee and its directors, officers, employees, agents, successors and assigns (collectively, the "Licensee Indemnified Parties") from and against any and all "MOTA Losses" (as referenced and defined in Section 15.2) incurred in connection with or arising from: (a) a breach by New Operator of its representations, warranties and obligations under this Agreement which is not cured within thirty (30) business days after receipt of written notice from Licensee setting forth in reasonable detail the nature of such breach, (b) the acts or omissions of New Operator under any contract assigned to and expressly assumed by New Operator that arises on or after the Operations Transfer Date, (c) the occupancy or operation of the Facility by New Operator from and after the Operations Transfer Date, including submission of claims to Medicare and Medi-Cal prior to New Operator obtaining CMS approval of the assignment of Licensee's Medicare provider agreement and the Department of Health Care

Services approval to participate in the Medi-Cal program, (d) claims against Licensee by any state or federal agency for amounts that such agency has determined have been overpaid to New Operator or Licensee under its Medicare or Medi-Cal provider agreements and that are for services provided on and after the Operations Transfer Date, (e) any acts, omissions, elder abuse (as that term is defined above) or negligence of New Operator or any person claiming under New Operator, or the contractors, agents, employees, invitees or visitors of New Operator with respect to the Facility and its residents from and after the Operations Transfer Date, or (f) any failure by New Operator to pay any liabilities in connection with the Facility attributable to period from and after the Operations Transfer Date (including, without limitation, reasonable attorneys' and other professionals' fees and court costs).

15.4 New Operator acknowledges and agrees that on and after the Operations Transfer Date, it will be in day-to-day charge of the operation and maintenance of the Facility, of resident care and resident Funds, and submission of claims for reimbursement of services provided to residents of the Facility in accordance with the terms of this Agreement. In the event of any violation of any statute, law, regulation or obligation, or of a claim, deficiency or citation occurring on and after the Operations Transfer Date, for any reason by any person or government or private entity or agency, arising from or applicable to the operation or maintenance of the Facility, including but not limited to, resident care, claims submission and receipt of payment thereof, employment, and handling of residents' Funds, whether such violations or claims result in the imposition of penalties, citations, fines, court or administrative orders, litigation, including third party, New Operator's employees, and governmental claims, termination or suspension of the Medicare and Medi-Cal provider agreements, or license revocation as to the Facility or as to Licensee or for claims submission and payment purposes from the Operations Transfer Date to the Tie-In, New Operator shall (a) immediately notify Licensee of any such event; (b) take all actions necessary to protect Licensee, including but not limited to contesting of any such actions against Licensee and the Facility, at the sole cost of New Operator, whether by way of administrative or court proceedings; and (c) indemnify Licensee in accordance with Section 15.3 above.

15.5 By its signature to this Agreement, IEP agrees to irrevocably guaranty, as principal and not as surety, the payment of all monetary obligations due and payable to Licensee Indemnified Parties under this Agreement as a result of a breach of any indemnification obligations of New Operator under Section 15.3 of this Agreement, that may arise on and after the Operations Transfer Date. The obligations and liabilities of IEP under this Section 15.5 shall terminate on the date that is three (3) years after the Operations Transfer Date (the "IEP Guaranty Survival Date"); provided, however, any claims for MOTA Losses by any Licensee Indemnified Parties prior to the IEP Guaranty Survival Date that have not been finally resolved prior to the IEP Guaranty Survival Date shall survive the IEP Guaranty Survival Date until all such claims have been finally resolved.

15.6 The parties agree that to the extent that any claim, matter, circumstance, event or occurrence exists both prior to, and after the Operations Transfer Date, such that New Operator is entitled to indemnification from Licensee for MOTA Losses attributable to periods prior to the Operations Transfer Date, and Licensee Indemnified Parties are entitled to indemnification from New Operator for MOTA Losses attributable to periods on and after the

Operations Transfer Date, the provisions of Section 8.05(f) applicable to Straddle Claims in the Purchase Agreement shall govern the parties respective indemnification obligations.

15.7 The foregoing indemnification obligations shall survive the expiration or other termination of this Agreement. All matters arising from an indemnified party's negligence, gross negligence or willful misconduct are excluded from the scope of the indemnification owing to such party set forth in Sections 15.2 and 15.3.

**16. Survival of Representations and Covenants.** The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered in connection herewith shall survive for two (2) years after the Closing Date and claims for fraud shall survive for the applicable statute of limitations period.

**17. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**18. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 18), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee: Eskaton Properties, Incorporated  
5105 Manzanita Avenue  
Carmichael, CA 95608  
Attention: Mark Jenkins  
Email: [markjenkins@eskaton.org](mailto:markjenkins@eskaton.org)

With a copy to: Hefner Law  
(which shall not 2150 River Plaza Drive, Ste. 450

constitute notice): Sacramento, CA 95833  
Attention: Timothy M. Cronan  
Email: [tcronan@hsmlaw.com](mailto:tcronan@hsmlaw.com)

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 18, or to such other address as may be hereafter specified in writing in accordance with this Section 18 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 18 of the current address to which notices are to be sent.

**19. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 18, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

Eskaton Properties, Incorporated,  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEW OPERATOR:**

Baleen LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

For purposes of acknowledging the obligations under Section 15.5 of this Agreement:

**PURCHASER:**

International Equity Partners, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum

**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### **FORM OF INTERIM SUBLEASE AGREEMENT**

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Baleen LLC, a California limited liability company (“New Operator”), and Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Licensee”).

New Operator is the tenant of the 99-bed skilled nursing facility known as “Eskaton Care Center Manzanita”, located at 5318 Manzanita Ave., Carmichael, CA 95608. New Operator is leasing the Facility from Purchaser under the Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

Baleen LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

**“LICENSEE”**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Assignor”), and Baleen LLC, a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at 5318 Manzanita Ave., Carmichael, CA 95608 (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Baleen LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between Eskaton Properties, Incorporated, a California nonprofit public benefit corporation (“Covered Entity”), and Baleen LLC, a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at 5318 Manzanita Ave., Carmichael, CA 95608(the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic

health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or



Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

Eskaton Properties, Incorporated,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**BUSINESS ASSOCIATE:**

Baleen LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Jack Sanofsky  
Title: Manager

**SECTION 999.5(d)(1)(B)**

**18) DRAFT Management and Operations Transfer Agreement  
with redline from Eskaton dated March 15, 2023**

**MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this "Agreement") is made and entered into as of [\_\_\_\_], 2023 (the "Effective Date"), by and between ~~[\_\_\_\_\_]~~ Eskaton Properties, Incorporated ("Licensee"), and ~~[\_\_\_\_\_]~~<sup>†</sup>, LLC, a California limited liability company Cypress Healthcare Group ("New Operator"; the Licensee and the New Operator being referred to individually as a "Party" and together as the "Parties").

**RECITALS**

A. **WHEREAS**, Licensee is the owner and licensed operator of that certain [\_\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_] and located at [\_\_\_\_] (the "Facility"; ~~which is owned by [\_\_\_\_\_]~~ ("Seller"), and operated by Licensee pursuant to a lease between Licensee and Seller (the "Existing Lease"); and

B. **WHEREAS**, ~~\_\_\_\_\_~~, International Equity Partners, ("Purchaser") and ~~Seller~~ Licensee have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 ("Purchase Agreement"), pursuant to which the Purchaser will purchase the Facility and underlying real property from ~~Seller~~ Licensee;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the "New Lease"), pursuant to which New Operator will occupy the Facility, ~~and Owner and Licensee will terminate the Existing Lease~~; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its skilled nursing facility license, Medi-Cal, and Medicare Change of Ownership Application Applications with the California Department of Public Health ("CDPH") and ~~the 855A form with the fiscal intermediary for the Facility (Noridian Healthcare Solutions LLC ("MAC"), respectively~~, (collectively, the "CHOW"), pursuant to which New Operator will obtain its own skilled nursing facility license to operate the Facility and ~~obtain the Medicare and Medi-Cal provider agreements to file claims for reimbursement of services provided to Medicare and Medi-Cal beneficiaries receiving services at the Facility (the "Permits";~~ as defined herein); and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the "Operations Transfer Date") to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date, New Operator and Licensee will enter into an Interim Sublease in the form attached

<sup>†</sup>New Operator entities in process of being formed:  
Fair Oaks New Operator: Maekenzie LLC, a California limited liability company  
Greenhaven New Operator: Bawitdaba LLC, a California limited liability company  
Manzanita New Operator: Baleen LLC, a California limited liability company

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hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the ~~New~~-Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as “Exhibit A”; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as “Exhibit B,” (the “Assignment of Admission Agreements”); and (c) a Business Associate Addendum in the form attached hereto as “Exhibit C” (the “BAA”). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) ~~the New Operator Bill of Sale~~ in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the “Assignment of Contracts”). ~~This Agreement, the Interim Sublease, the Assignment of Agreements, the BAA, the New Operator Bill of Sale, and the~~ Assignment of Admission Agreements are referred to collectively as the “Closing Documents.”

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements, and the Assignment of Agreements are collectively referred to herein as the “Operational Assets.”

1.3 Conditions Precedent. For purposes of this Agreement, the “Conditions Precedent” to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the ~~concurrent termination of the lease between the Licensee and the~~

~~Seller, and the~~ execution of the ~~New~~ Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the “Transition Date” shall be the effective date upon which the California Department of Public Health (“CDPH”) issues the new Permits (as defined hereafter) skilled nursing facility license issued by CDPH to New Operator for the Facility.

## 2. Management of the Facility.

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, or (ii) the execution of a Replacement MOTA (as defined below) (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator’s assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier (“NPI”) and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the “Provider Numbers”). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the “Billing Period” shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid ~~Services~~ Services’ (“CMS”) MAC issues a tie-in notice for the purpose of tying the Licensee’s Medicare provider number to the New Operator’s NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”).

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee’s third

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party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the ~~New~~ Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum

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requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, ~~with quantities in the minimum amounts required by applicable laws and for at least seven (7) days of operating~~ in accordance with ~~Licensee's past business practices and the~~ policies of Licensee at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the ~~New~~ Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

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2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment (“QASP”) owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days’ receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the “SFY”), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

~~2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program (“WQIP”) to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.~~

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”)-of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### 3. Billings, Collections and Accounts Receivable.

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations

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during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). ~~New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account.~~New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account, provided however, Licensee agrees on the date that is sixty (60) days after the Operations Transfer Date, Licensee shall cause its depository bank to implement and install on the Concentration Account, [daily/weekly sweeps] of all accounts receivables attributable to the Facility for periods on and after the Operations Transfer Date, to a depository account identified by New Operator. From and after the installation of such [daily/weekly sweeps] on Licensee's Concentration Account, Licensee agrees that it shall not: (y) withdraw any funds from such Concentration Account which are attributable to the Facility for periods on and after the Operations Transfer Date; (y) otherwise instruct the bank with respect to the disposition of any funds deposited into the Concentration Account that relate to the Facility for periods on and after the Operations Transfer Date; or (z) otherwise instruct bank to terminate or modify the

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[daily/weekly sweeps] installed on the Concentration Account, without the express written consent of New Operator.

~~3.2.1. New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account at [bank name], bearing account number [ ] (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing Medicare, Medi Cal and other third party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). New Operator shall be granted "view access" only rights with respect to the New EFT Account. Within three (3) business days of the Effective Date hereof, Licensee agrees to file a completed CMS-588 Electronic Funds Authorization Agreement and any other documents required in connection therewith, with the fiscal intermediary to implement the New EFT Account as the deposit account into which the Facility's existing Medicare and Medi Cal provider agreements are to be deposited, and to prosecute the same to completion (such process of applying for and implementing the New EFT Account pursuant to this Section 3.2.1 is referred to as the "EFT Change"). Licensee agrees to promptly advise New Operator when the fiscal intermediary has confirmed that the EFT Change has been completed.~~

3.2.2.3.2.1. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts Subject to Section 3.2. amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period,

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New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an "Undesignated Payment"), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients' pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient's post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the

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portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### 4. COVID Payments.

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all

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obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## 5. Management Fee.

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the "Management Fee") equal to the Facility's operating revenues less all operating expenses, including the rent and related expenses due under the terms of the ~~New~~-Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator's obligation under the ~~New~~-Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## 6. Change of Ownership.

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before [REDACTED]<sup>2</sup>, 2023, New Operator shall file ~~its (i) its change of ownership~~ application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. ~~Additionally, upon the earlier to occur of: (a) thirty (30) days after on or before the Operations Transfer Date; or (b) within five (5) days after the EFT Change has been completed pursuant to Section 3.2.1 above; New Operator shall file its applications, which application will include forms~~ for the change of ownership and assignment of the Medi-Cal provider agreement, and (ii) its change of ownership application for assignment of the Medicare and Medi-Cal provider agreements agreement and Provider ~~Numbers~~Number (collectively, the “Permits”). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator’s efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS and the MAC in connection with its review and approval of New Operator’s CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee’s signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator’s representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator’s skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee’s Medicare and Medi-Cal provider agreement to New Operator.

6.6 On the Operations Transfer Date, Licensee will grant to New Operator a non-exclusive, nontransferable, limited license to use the name “\_\_\_\_\_” and all associated logos in connection with New Operator’s ownership and management of the Facility

<sup>2</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA

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following the Operations Transfer Date, which license shall remain in place for a period of ninety (90) days after the Operations Transfer Date.

6.7 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a “Default Event”), New Operator agrees to promptly advise Licensee and Purchaser of CDPH’s determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser in its sole and absolute discretion.

6.7.1. If- pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.7.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator’s rights, obligations and duties under this Agreement to such Approved Replacement Operator, provided that such assignment of this Agreement is not prohibited by applicable laws. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility.

6.7.3. As used herein, “Approved Replacement Operator” means a proposed replacement operator for the Facility who is approved by Purchaser in its sole and absolute discretion.

7. **Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

**8. Transfer of Resident Funds.**

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8.1 ~~On the Transition~~Subject to Section 11.4 below, on the Operations Transfer Date, subject to adjustment within fifteen (15) days following the Operations Transfer Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the “Resident Funds”), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the ~~Transition~~Operations Transfer Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the ~~Transition~~Operations Transfer Date to the amount of the Resident Funds transferred to New Operator on the ~~Transition~~Operations Transfer Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee. Such reconciliation will set forth the names of the residents for whom such funds are held, the amounts held on behalf of each resident, and Licensee warrants that the reconciliation is true, correct, and complete as of the Operations Transfer Date subject to adjustment during the fifteen (15) day period referenced above.

8.3 On the Operations Transfer Date, subject to adjustment within fifteen (15) days, Licensee shall transfer the Resident Funds to a bank account designated by the New Operator and New Operator shall, in writing, acknowledge receipt of and expressly assume Licensee’s financial and custodial obligations with respect thereto; provided, however, that New Operator shall assume such financial and custodial obligations only to the extent Licensee has transferred the Resident Funds and provided to New Operator an accounting of such funds in accordance with Section 8.2 above.

8.4 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the ~~Transition~~Operations Transfer Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the ~~Transition~~Operations Transfer Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.5 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business

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days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

**10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any

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of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. ~~Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.~~

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

~~10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.~~

## 11. Costs And Prorations.

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for

unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient

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files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## 12. Access to Records.

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

~~12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.~~

12.2 Nothing herein shall be construed as precluding Licensee from removing from the Facility originals of employee records, all of which shall be and remain the property of Licensee, provided, however, Licensee will not remove such records until such time as New Operator advises Licensee that it has made a copy of any portion of the employee records which are required to be maintained by New Operator to comply with applicable law, which copies shall be made by New Operator (i) only after New Operator has secured the written consent of the affected employees and (ii) as promptly as possible, but not later than thirty (30) days, after the Operations Transfer Date, it being understood and agreed, however, that in light of the methods used by Licensee to electronically maintain its employee records and to store the same with a third party vendor, Licensee is not making any representation or warranty as to the ability of New Operator to make a copy of the such employee records or as to the accuracy or completeness of the employee records. Should New Operator not be able to secure written consent from certain affected employees or if such employees employment with Licensee has previously terminated, and New Operator cannot make a copy of certain employment records, Licensee will grant access to such employee records to New Operator, within a reasonable time, if permitted by applicable law and if New Operator is required to produce such records pursuant to any licensure or certification survey, inspection, investigation or as otherwise required by law. Notwithstanding anything herein to the contrary, Licensee shall not be required to deliver to New Operator background checks, drug test results or other employee records that are produced and maintained by third party vendors.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the

Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

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12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee

shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869

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Attention: Jai Chung, Esq.  
Email: jai@sternsheingroup.com

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the

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subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

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**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[\_\_\_\_\_] , LLC,  
A [\_\_\_\_\_] limited liability company  
Eskaton Properties, Incorporated,  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title: **Manager**

**NEW OPERATOR:**

[\_\_\_\_\_] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum

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**Schedule 1**  
**Operating Contracts**

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**EXHIBIT A**

**FORM OF INTERIM SUBLEASE AGREEMENT**

**INTERIM SUBLEASE AGREEMENT**

This INTERIM SUBLEASE AGREEMENT (this "Sublease") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between [\_\_\_\_\_] LLC, a California limited liability company ("New Operator"), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company ("Licensee").

New Operator is the tenant of the [\_\_\_\_\_] -bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the ~~New~~ Lease (as each such term is defined in the Management Agreement (as defined below)). As used herein, the term "Facility" refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the "License") from the California Department of Public Health ("CDPH"). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the "Management Agreement"), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the "Leased Premises."

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the ~~New~~-Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**EXHIBIT C**

**Business Associate Addendum**

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

**RECITALS**

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

**AGREEMENT**

**1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

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1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **OBLIGATIONS OF BUSINESS ASSOCIATE**

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2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

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2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic

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health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

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arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or

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Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**SECTION 999.5(d)(1)(B)**

**19) DRAFT Management and Operations Transfer Agreement  
with redline from IEP dated March 10, 2023**

# Rafael 3/10/23 MOTA Edits

## MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_\_], 2023 (the “Effective Date”), by and between [\_\_\_\_\_] (“Licensee”), and [\_\_\_\_\_]<sup>1</sup>, LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”).

### RECITALS

A. **WHEREAS**, Licensee is the licensed operator of that certain [\_\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_\_] and located at [\_\_\_\_\_] (the “Facility”), which is owned by [\_\_\_\_\_] (“Seller”), and operated by Licensee pursuant to a lease between Licensee and Seller (the “Existing Lease”); and

B. **WHEREAS**, \_\_\_\_\_, (“Purchaser”) and Seller have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the “New Lease”), pursuant to which New Operator will occupy the Facility, and Owner and Licensee will terminate the Existing Lease; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its Change of Ownership Application with the California Department of Public Health (“CDPH”) and the 855A form with the fiscal intermediary for the Facility (collectively, the “CHOW”), pursuant to which New Operator will obtain its own license to operate the Facility and obtain the Permits, as defined herein; and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the “Operations Transfer Date” to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the New Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations

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<sup>1</sup> New Operator entities in process of being formed:

Fair Oaks New Operator: Mackenzie LLC, a California limited liability company

Greenhaven New Operator: Bawitdaba LLC, a California limited liability company

Manzanita New Operator: Baleen LLC, a California limited liability company

Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Agreements"). This Agreement, the Interim Sublease, the Assignment of Agreements the BAA, the New Operator Bill of Sale and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the concurrent termination of the lease between the Licensee and the Seller, and the execution of the New Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the date upon which the California Department of Public Health ("CDPH") issues the new Permits (as defined hereafter) to New Operator for the Facility.

**2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on ~~the first to occur of (i) the Transition Date, or (ii) the execution of a Replacement MOTA (as defined below)~~ (the "Management Period"), Licensee hereby appoints New Operator as its sole and

exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator's assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier ("NPI") and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the "Provider Numbers"). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the "Billing Period" shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid Services ("CMS") issues a tie-in notice for the purpose of tying the Licensee's Medicare provider number to the New Operator's NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the "Tie-In").

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:



2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the New Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, with quantities in the minimum amounts required by applicable laws and in accordance with Licensee's past business practices and policies at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the New Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program ("WQIP") to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with

New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee’s name, on Licensee’s behalf, and under Licensee’s Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator’s right to direct the use of such funds as herein provided and subject to New Operator’s right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee’s name and on Licensee’s behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of

the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account.

3.2.1. New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account at [bank name], bearing account number [ ] (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). Licensee has agreed, and New Operator acknowledges, that New Operator shall only granted "read access" rights with respect to the New EFT Account. Licensee agrees to use its commercially reasonable efforts to cause to be filed a completed CMS-588 Electronic Funds Authorization Agreement and any other documents required in connection therewith promptly after the Effective Date hereof, with the fiscal intermediary to implement the New EFT Account as the deposit account into which the Facility's existing Medicare and Medi-Cal provider agreements are to be deposited, and to prosecute the same to completion (such process of applying for and implementing the New EFT Account pursuant to this Section 3.2.1 is referred to as the "EFT Change"). Licensee agrees to promptly advise New Operator when the fiscal intermediary has confirmed that the EFT Change has been completed. From and after the EFT Change, on a weekly basis Licensee and New Operator agree to reconcile and account for all funds received in the New EFT Account, and to the extent that any such funds received in the New EFT Account are related to periods on and after the Operations Transfer Date, Licensee agrees to remit via wire payment or ACH (bank to bank automated clearing house) such sums in the New EFT Account that are attributable to periods on and after the Operations Transfer Date to New Operator, within one (1) business day of New Operator's written request to Licensee.

3.2.2. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse

checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an "Undesignated Payment"), will, for the thirty (30) day period after the Operations Transfer Date,

first be applied by New Operator to reduce the patients' pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient's post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans (“SBA Loans”) received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the “COVID Payments”) received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

#### **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the New Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the New Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the

Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before [REDACTED]<sup>2</sup>, 2023, New Operator shall file its application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. Additionally, upon the earlier to occur of: (a) thirty (30) days after the Operations Transfer Date; or (b) within five (5) days after the EFT Change has been completed pursuant to Section 3.2.1 above; New Operator shall file its applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers (collectively, the “Permits”). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator’s efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS in connection with its review and approval of New Operator’s CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee’s signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator’s representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

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<sup>2</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA



6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a "Default Event"), New Operator agrees to promptly advise Licensee and Purchaser of CDPH's determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser in its sole and absolute discretion.

6.6.1. If pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.6.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator's rights, obligations and duties under this Agreement to such Approved Replacement Operator; (provided that such assignment of this Agreement is not prohibited by applicable laws), and concurrent with any such assignment of this Agreement, New Operator shall transfer all of the Operational Assets to the Approved Replacement Operator. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then (i) New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility, and (ii) upon Approved Replacement Operator obtaining all such approvals and consents, New Operator shall transfer the Operational Assets to the Approved Replacement Operator and enter into an operations transfer agreement with the Approved Replacement Operator, in form and substance substantially similar to this Agreement.

6.6.3. As used herein, "Approved Replacement Operator" means a proposed replacement operator for the Facility who is approved by Purchaser in its sole and absolute discretion.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the "Assigned Admission Agreements") and thereafter. Although the

assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## **8. Transfer of Resident Funds.**

8.1 On the Transition Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the “Resident Funds”), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Date to the amount of the Resident Funds transferred to New Operator on the Transition Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails

to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly

acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or

services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility’s employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7)

days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of patient records for all former patients no longer residing at the Facility, (d) copies of records for all current patients residing at the Facility, and (e) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things

investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as “Operating Contracts.” On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the “Assigned Contracts”), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties’ breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.



**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to

“applicable law” herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee’s operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as “Exhibit C.”

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[ \_\_\_\_\_ ], LLC,  
A [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum



**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### FORM OF INTERIM SUBLEASE AGREEMENT

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between [\_\_\_\_\_] LLC, a California limited liability company (“New Operator”), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company (“Licensee”).

New Operator is the tenant of the [\_\_\_\_]-bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the New Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”



2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the New Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager



**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[\_\_\_\_\_] ,  
a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[\_\_\_\_\_] ,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement



and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of

purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to

extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. MISCELLANEOUS**

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,

a California limited liability company

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

Name:

Title: Manager

Document comparison by Workshare 10.0 on Friday, March 10, 2023 11:05:15 AM

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Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	0
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Total changes	7
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**SECTION 999.5(d)(1)(B)**

**20) DRAFT Management and Operations Transfer Agreement  
with redline from Cyprus dated March 10, 2023**

**MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_\_], 2023 (the “Effective Date”), by and between [\_\_\_\_\_] (“Licensee”), and [\_\_\_\_\_]<sup>1</sup>, LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”).

**RECITALS**

A. **WHEREAS**, Licensee is the licensed operator of that certain [\_\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_\_] and located at [\_\_\_\_\_] (the “Facility”), which is owned by [\_\_\_\_\_] (“Seller”), and operated by Licensee pursuant to a lease between Licensee and Seller (the “Existing Lease”); and

B. **WHEREAS**, \_\_\_\_\_, (“Purchaser”) and Seller have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the “New Lease”), pursuant to which New Operator will occupy the Facility, and Owner and Licensee will terminate the Existing Lease; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its Change of Ownership Application with the California Department of Public Health (“CDPH”) and the 855A form with the fiscal intermediary for the Facility (collectively, the “CHOW”), pursuant to which New Operator will obtain its own license to operate the Facility and obtain the Permits, as defined herein; and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the “Operations Transfer Date” to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the New Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

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<sup>1</sup> New Operator entities in process of being formed:

Fair Oaks New Operator: Mackenzie LLC, a California limited liability company

Greenhaven New Operator: Bawitdaba LLC, a California limited liability company

Manzanita New Operator: Baleen LLC, a California limited liability company

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Agreements"). This Agreement, the Interim Sublease, the Assignment of Agreements the BAA, the New Operator Bill of Sale and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the concurrent termination of the lease between the Licensee and the Seller, and the execution of the New Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the date upon which the California Department of Public Health ("CDPH") issues the new Permits (as defined hereafter) to New Operator for the Facility.

**2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, or (ii) the execution of a Replacement MOTA (as defined below) (the "Management Period"), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator's assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier ("NPI") and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the "Provider Numbers"). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the "Billing Period" shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid Services ("CMS") issues a tie-in notice for the purpose of tying the Licensee's Medicare provider number to the New Operator's NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the "Tie-In").

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the New Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, with quantities in the minimum amounts required by applicable laws and in accordance with Licensee's past business practices and policies at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the New Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program ("WQIP") to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with

New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee’s name, on Licensee’s behalf, and under Licensee’s Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator’s right to direct the use of such funds as herein provided and subject to New Operator’s right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee’s name and on Licensee’s behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment

of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account.

3.2.1. New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account at [bank name], bearing account number [ ] (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). Licensee has agreed, and New Operator acknowledges, that New Operator shall be only granted "view/read access" only rights with respect to the New EFT Account. ~~Within three (3) business days of the Effective Date hereof,~~ Licensee agrees to file use its commercially reasonable efforts to cause to be filed a completed CMS-588 Electronic Funds Authorization Agreement and any other documents required in connection therewith promptly after the Effective Date hereof, with the fiscal intermediary to implement the New EFT Account as the deposit account into which the Facility's existing Medicare and Medi-Cal provider agreements are to be deposited, and to prosecute the same to completion (such process of applying for and implementing the New EFT Account pursuant to this Section 3.2.1 is referred to as the "EFT Change"). Licensee agrees to promptly advise New Operator when the fiscal intermediary has confirmed that the EFT Change has been completed. From and after the EFT Change, on a weekly basis Licensee and New Operator agree to reconcile and account for all funds received in the New EFT Account, and to the extent that any such funds received in the New EFT Account are related to periods on and after the Operations Transfer Date, Licensee agrees to remit via wire payment or ACH (bank to bank automated clearing house) such sums in the New EFT Account that are attributable to periods on and after the Operations Transfer Date to New Operator, within one (1) business day of New Operator's written request to Licensee.

3.2.2. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account



within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an

“Undesignated Payment”), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party’s compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee’s accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee’s accounts

receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans (“SBA Loans”) received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the “COVID Payments”) received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

#### **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the New Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect,

defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator's obligation under the New Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before                     <sup>2</sup>, 2023, New Operator shall file its application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. Additionally, upon the earlier to occur of: (a) thirty (30) days after the Operations Transfer Date; or (b) within five (5) days after the EFT Change has been completed pursuant to Section 3.2.1 above; New Operator shall file its applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers (collectively, the "Permits"). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS in connection with its review and approval of New Operator's CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator's representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider

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<sup>2</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA

Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a "Default Event"), New Operator agrees to promptly advise Licensee and Purchaser of CDPH's determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser in its sole and absolute discretion.

6.6.1. If pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.6.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator's rights, obligations and duties under this Agreement to such Approved Replacement Operator, provided that such assignment of this Agreement is not prohibited by applicable laws. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility.

6.6.3. As used herein, "Approved Replacement Operator" means a proposed replacement operator for the Facility who is approved by Purchaser in its sole and absolute discretion.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the "Assigned Admission Agreements") and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of

the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## **8. Transfer of Resident Funds.**

8.1 On the Transition Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the “Resident Funds”), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Date to the amount of the Resident Funds transferred to New Operator on the Transition Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee’s name and at Licensee’s expense.

## 10. Employees.

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against

Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security



and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility’s employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of patient records for all former patients no longer residing at the Facility, (d) copies of records for all current patients residing at the Facility, and (e) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to

verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however,* that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully

compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as “Operating Contracts.” On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the “Assigned Contracts”), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties’ breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is

thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: jack@cypressh.com

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: jai@sternsheingroup.com

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing

signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall

be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[ \_\_\_\_\_ ], LLC,  
A [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager



## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum



**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### FORM OF INTERIM SUBLEASE AGREEMENT

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between [\_\_\_\_\_] LLC, a California limited liability company (“New Operator”), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company (“Licensee”).

New Operator is the tenant of the [\_\_\_\_]-bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the New Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the New Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager



**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_] a California limited liability company (“Assignor”), and [\_\_\_\_\_] a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

-

## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE,** in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the

entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide

written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or

subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. MISCELLANEOUS**

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its



reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 3/10/2023 9:23:01 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 1959105Cypress Eskaton 3 MOTA 02282023v2.docx	
<b>Modified filename:</b> 1959105Cypress Eskaton 3 MOTA 03102023.docx	
<b>Changes:</b>	
Add	6
Delete	5
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Move To	0
Table Insert	0
<del>Table Delete</del>	0
Table moves to	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>11</b>

**SECTION 999.5(d)(1)(B)**

**21) DRAFT Management and Operations Transfer Agreement  
with redline dated March 8, 2023**

# HB 3/8/23 MOTA Edits

## MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this "Agreement") is made and entered into as of [\_\_\_\_], 2023 (the "Effective Date"), by and between [\_\_\_\_] ~~Eskaton Properties, Incorporated~~ ("Licensee"), and [\_\_\_\_]<sup>†</sup>, ~~LLC, a California limited liability company~~ Cypress Healthcare Group ("New Operator"; the Licensee and the New Operator being referred to individually as a "Party" and together as the "Parties").

### RECITALS

A. **WHEREAS**, Licensee is the owner and licensed operator of that certain [\_\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_] and located at [\_\_\_\_] (the "Facility"), ~~which is owned by [\_\_\_\_] ("Seller"), and operated by Licensee pursuant to a lease between Licensee and Seller (the "Existing Lease");~~ and

B. **WHEREAS**, ~~\_\_\_\_\_ International Equity Partners,~~ ("Purchaser") and ~~Seller~~ Licensee have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 ("Purchase Agreement"), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller Licensee;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the "New Lease"), pursuant to which New Operator will occupy the Facility, ~~and Owner and Licensee will terminate the Existing Lease;~~ and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its skilled nursing facility license, Medi-Cal, and Medicare Change of Ownership Application Applications with the California Department of Public Health ("CDPH") and ~~the 855A form with the fiscal intermediary for the Facility (Noridian Healthcare Solutions LLC ("MAC"), respectively,~~ (collectively, the "CHOW"), pursuant to which New Operator will obtain its own skilled nursing facility license to operate the Facility and ~~obtain the Medicare and Medi-Cal provider agreements to file claims for reimbursement of services provided to Medicare and Medi-Cal beneficiaries receiving services at the Facility (the "Permits-,"~~ as defined herein); and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the "Operations Transfer Date") to the Transition Date (as defined below). In conjunction therewith, on or before the

<sup>†</sup>New Operator entities in process of being formed:

Fair Oaks New Operator: Maekenzie LLC, a California limited liability company

Greenhaven New Operator: Bawitdaba LLC, a California limited liability company

Manzanita New Operator: Baleen LLC, a California limited liability company

Operations Transfer Date, New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the ~~New~~-Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as “Exhibit A”; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as “Exhibit B,” (the “Assignment of Admission Agreements”); and (c) a Business Associate Addendum in the form attached hereto as “Exhibit C” (the “BAA”). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) ~~the~~ New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the “Assignment of Agreements”). ~~This Agreement, the Interim Sublease, the Assignment of Agreements, the BAA, the New Operator Bill of Sale, and the~~ Assignment of Admission Agreements are referred to collectively as the “Closing Documents.”

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements, and the Assignment of Agreements are collectively referred to herein as the “Operational Assets.”

1.3 Conditions Precedent. For purposes of this Agreement, the “Conditions Precedent” to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of

the Closing Documents; (c) the ~~concurrent termination of the lease between the Licensee and the Seller, and the~~ execution of the ~~New~~ Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the “Transition Date” shall be the ~~effective date upon which the California Department of Public Health (“CDPH”) issues the new~~ Permits (as defined hereafter) skilled nursing facility license issued by CDPH to New Operator for the Facility.

## 2. Management of the Facility.

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, or (ii) the execution of a Replacement MOTAs (as defined below) (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator’s assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier (“NPI”) and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the “Provider Numbers”). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the “Billing Period” shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid ~~Services~~ Services (“CMS”) MAC issues a tie-in notice for the purpose of tying the Licensee’s Medicare provider number to the New Operator’s NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the “Tie-In”).

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will

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have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the ~~New~~ Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

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2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility, ~~with quantities in the minimum amounts required by applicable laws and for at least seven (7) days of operating~~ in accordance with ~~Licensee's past business practices and the~~ policies of Licensee at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the ~~New~~ Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the

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applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

~~2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program ("WQIP") to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.~~

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services ("QA Fees") that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 ("Transfer Notice Act.")-of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the "Transfer Notice"). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### 3. Billings, Collections and Accounts Receivable.

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3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). ~~New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account.~~ New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account, provided however, Licensee agrees on the date that is sixty (60) days after the Operations Transfer Date, Licensee shall cause its depository bank to implement and install on the Concentration Account, [daily/weekly sweeps] of all accounts receivables attributable to the Facility for periods on and after the Operations Transfer Date, to a depository account identified by New Operator. From and after the installation of such [daily/weekly sweeps] on Licensee's Concentration Account, Licensee agrees that it shall not: (y) withdraw any funds from such Concentration Account which are attributable to the Facility for periods on and after the Operations Transfer Date; (y) otherwise instruct the bank with respect to the disposition of any

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funds deposited into the Concentration Account that relate to the Facility for periods on and after the Operations Transfer Date; or (z) otherwise instruct bank to terminate or modify the [daily/weekly sweeps] installed on the Concentration Account, without the express written consent of New Operator.

~~3.2.1. New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account at [bank name], bearing account number [ ] (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing Medicare, Medi-Cal and other third party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). New Operator shall be granted "view access" only rights with respect to the New EFT Account. Within three (3) business days of the Effective Date hereof, Licensee agrees to file a completed CMS 588 Electronic Funds Authorization Agreement and any other documents required in connection therewith, with the fiscal intermediary to implement the New EFT Account as the deposit account into which the Facility's existing Medicare and Medi-Cal provider agreements are to be deposited, and to prosecute the same to completion (such process of applying for and implementing the New EFT Account pursuant to this Section 3.2.1 is referred to as the "EFT Change"). Licensee agrees to promptly advise New Operator when the fiscal intermediary has confirmed that the EFT Change has been completed.~~

3.2.2.3.2.1. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts Subject to Section 3.2, amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any

cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an "Undesignated Payment"), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients' pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient's post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates

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to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New

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Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## 5. Management Fee.

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the "Management Fee") equal to the Facility's operating revenues less all operating expenses, including the rent and related expenses due under the terms of the ~~New~~-Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator's obligation under the ~~New~~-Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## 6. Change of Ownership.

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before [REDACTED]<sup>2</sup>, 2023, New Operator shall file ~~its~~(i) its change of ownership application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility. ~~Additionally, upon the earlier to occur of: (a) thirty (30) days after on or before the Operations Transfer Date; or (b) within five (5) days after the EFT Change has been completed pursuant to Section 3.2.1 above; New Operator shall file its applications, which application will include forms~~ for the change of ownership and assignment of the Medi-Cal provider agreement, and (ii) its change of ownership application for assignment of the Medicare and Medi-Cal provider agreements and Provider ~~Numbers~~Number (collectively, the “Permits”). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator’s efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS and the MAC in connection with its review and approval of New Operator’s CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee’s signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator’s representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator’s skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee’s Medicare and Medi-Cal provider agreement to New Operator.

6.6 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a “Default Event”), New Operator agrees to promptly advise Licensee and Purchaser of CDPH’s determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully

<sup>2</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA



cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser in its sole and absolute discretion.

6.6.1. If- pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.6.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator's rights, obligations and duties under this Agreement to such Approved Replacement Operator, provided that such assignment of this Agreement is not prohibited by applicable laws. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility.

6.6.3. As used herein, "Approved Replacement Operator" means a proposed replacement operator for the Facility who is approved by Purchaser in its sole and absolute discretion.

7. **Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the "Assigned Admission Agreements") and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

## 8. **Transfer of Resident Funds.**

8.1 ~~On the Transition~~Subject to Section 11.4 below, on the Operations Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the "Resident Funds"), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Operations Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Operations Date to the amount of the Resident Funds transferred to New Operator on the Transition Operations Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Operations Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Operations Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

**10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New

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Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator. ~~Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.~~

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

~~10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.~~

## 11. Costs And Prorations.

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## 12. Access to Records.

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

~~12.2 New Operator acknowledges that Licensee shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator~~

background checks, drug test results, performance reviews, internal notes or any other employee records of Licensee.

12.2 Nothing herein shall be construed as precluding Licensee from removing from the Facility originals of employee records, all of which shall be and remain the property of Licensee, provided, however, Licensee will not remove such records until such time as New Operator advises Licensee that it has made a copy of any portion of the employee records which are required to be maintained by New Operator to comply with applicable law, which copies shall be made by New Operator (i) only after New Operator has secured the written consent of the affected employees and (ii) as promptly as possible, but not later than thirty (30) days, after the Operations Transfer Date, it being understood and agreed, however, that in light of the methods used by Licensee to electronically maintain its employee records and to store the same with a third party vendor, Licensee is not making any representation or warranty as to the ability of New Operator to make a copy of the such employee records or as to the accuracy or completeness of the employee records. Should New Operator not be able to secure written consent from certain affected employees or if such employees employment with Licensee has previously terminated, and New Operator cannot make a copy of certain employment records, Licensee will grant access to such employee records to New Operator, within a reasonable time, if permitted by applicable law and if New Operator is required to produce such records pursuant to any licensure or certification survey, inspection, investigation or as otherwise required by law. Notwithstanding anything herein to the contrary, Licensee shall not be required to deliver to New Operator background checks, drug test results or other employee records that are produced and maintained by third party vendors.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, ~~(d)~~ copies of records for all current patients residing at the Facility, and ~~(e)~~ legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) ("HIPAA") the health information technology for economic and clinical health act public law 111-005 ("HITECH") and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator

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shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee's sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee's sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

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12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such

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term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from

time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be

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administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[\_\_\_\_\_] , LLC,  
A [\_\_\_\_\_] limited liability company  
Eskaton Properties, Incorporated,  
A California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name:  
Title: **Manager**

**NEW OPERATOR:**

[\_\_\_\_\_] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum

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**Schedule 1**  
**Operating Contracts**

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**EXHIBIT A**

**FORM OF INTERIM SUBLEASE AGREEMENT**

**INTERIM SUBLEASE AGREEMENT**

This INTERIM SUBLEASE AGREEMENT (this "Sublease") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between [\_\_\_\_\_] LLC, a California limited liability company ("New Operator"), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company ("Licensee").

New Operator is the tenant of the [\_\_\_\_\_] -bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the ~~New~~ Lease (as each such term is defined in the Management Agreement (as defined below)). As used herein, the term "Facility" refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the "License") from the California Department of Public Health ("CDPH"). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the "Management Agreement"), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the "Leased Premises."

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2. **TERM: TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the ~~New~~-Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**EXHIBIT C**

**Business Associate Addendum**

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

**RECITALS**

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

**AGREEMENT**

**1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

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1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

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2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic

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health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other

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arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or

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Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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**SECTION 999.5(d)(1)(B)**

**22) DRAFT Management and Operations Transfer Agreement  
with redline from Cypress dated February 28, 2023.**

## MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_\_], 2023 (the “Effective Date”), by and between [\_\_\_\_\_] (“Licensee”), and [\_\_\_\_\_]<sup>1</sup>, LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”).

### RECITALS

A. **WHEREAS**, Licensee is the licensed operator of that certain [\_\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_\_] and located at [\_\_\_\_\_] (the “Facility”), which is owned by [\_\_\_\_\_] (“Seller”), and operated by Licensee pursuant to a lease between Licensee and Seller (the “Existing Lease”); and

B. **WHEREAS**, \_\_\_\_\_, (“Purchaser”) and Seller have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the “New Lease”), pursuant to which New Operator will occupy the Facility, and Owner and Licensee will terminate the Existing Lease; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its Change of Ownership Application with the California Department of Public Health (“CDPH”) and the 855A form with the fiscal intermediary for the Facility (collectively, the “CHOW”), pursuant to which New Operator will obtain its own license to operate the Facility and obtain the Permits, as defined herein; and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the “Operations Transfer Date” to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the New Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

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<sup>1</sup> [New Operator entities in process of being formed:](#)  
[Fair Oaks New Operator: Mackenzie LLC, a California limited liability company](#)  
[Greenhaven New Operator: Bawitdaba LLC, a California limited liability company](#)  
[Manzanita New Operator: Baleen LLC, a California limited liability company](#)

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as "Exhibit A"; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit B," (the "Assignment of Admission Agreements"); and (c) a Business Associate Addendum in the form attached hereto as "Exhibit C" (the "BAA"). Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the "Assignment of Agreements"). This Agreement, the Interim Sublease, the Assignment of Agreements the BAA, the New Operator Bill of Sale and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the concurrent termination of the lease between the Licensee and the Seller, and the execution of the New Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the date upon which the California Department of Public Health ("CDPH") issues the new Permits (as defined hereafter) to New Operator for the Facility.

**2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, or (ii) the execution of a Replacement MOTA (as defined below) (the "Management Period"), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.



2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator's assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier ("NPI") and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the "Provider Numbers"). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the "Billing Period" shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid Services ("CMS") issues a tie-in notice for the purpose of tying the Licensee's Medicare provider number to the New Operator's NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the "Tie-In").

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the New Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility ~~for at least seven (7) days of operating,~~ with quantities in the minimum amounts required by applicable laws and in accordance with ~~the~~ Licensee's past business practices and policies of Licensee at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the New Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.13.1. Notwithstanding the foregoing, Licensee and New Operator acknowledge that the California Department of Healthcare Services has implemented the Workforce and Quality Incentive Program ("WQIP") to replace and succeed the QASP program, with awards and payments under the WQIP program to be first made to qualifying facilities in the calendar year 2024 based on metrics for the 2023 calendar year. New Operator and Licensee agree to confer in good faith and reconcile such awards and payments received from the WQIP program, and Licensee and New Operator further agree that all such awards or payments received from the WQIP program shall be allocated amongst New Operator and Licensee as of the Operations Transfer Date, with Licensee to receive such portion of the awards or payments from the WQIP program attributable to periods prior to the Operations Transfer Date, and with

New Operator to receive such portion of the awards or payments from the WQIP program attributable to periods on and after the Operations Transfer Date.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services (“QA Fees”) that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

**3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee’s name, on Licensee’s behalf, and under Licensee’s Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator’s right to direct the use of such funds as herein provided and subject to New Operator’s right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee’s name and on Licensee’s behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment

of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account, ~~provided however, Licensee agrees on the date that is forty five (45) days after the Operations Transfer Date, Licensee shall cause its depository bank to implement and install on the Concentration Account, [daily/weekly sweeps] of all accounts receivables attributable to the Facility for periods on and after the Operations Transfer Date, to a depository account identified by New Operator. From and after the installation of such [daily/weekly sweeps] on Licensee's Concentration Account, Licensee agrees that it shall not: (y) withdraw any funds from such Concentration Account which are attributable to the Facility for periods on and after the Operations Transfer Date; (y) otherwise instruct the bank with respect to the disposition of any funds deposited into the Concentration Account that relate to the Facility for periods on and after the Operations Transfer Date; or (z) otherwise instruct bank to terminate or modify the [daily/weekly sweeps] installed on the Concentration Account, without the express written consent of New Operator.~~

3.2.1. New Operator and Licensee acknowledge that prior to the Effective Date hereof, Licensee has opened a separate depository bank account at [bank name], bearing account number [ ] (the "New EFT Account"), for the purposes of serving as the new depository account into which accounts receivables and payments from the Facility's existing Medicare, Medi-Cal and other third-party payors will be deposited (without accounts receivables or payments attributable to other healthcare facilities). New Operator shall be granted "view access" only rights with respect to the New EFT Account. Within three (3) business days of the Effective Date hereof, Licensee agrees to file a completed CMS-588 Electronic Funds Authorization Agreement and any other documents required in connection therewith, with the fiscal intermediary to implement the New EFT Account as the deposit account into which the Facility's existing Medicare and Medi-Cal provider agreements are to be deposited, and to prosecute the same to completion (such process of applying for and implementing the New EFT Account pursuant to this Section 3.2.1 is referred to as the "EFT Change"). Licensee agrees to promptly advise New Operator when the fiscal intermediary has confirmed that the EFT Change has been completed.

3.2.2. ~~3.2.1.~~ New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor

will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the

provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an “Undesignated Payment”), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday

business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

#### **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the "Management Fee") equal to the Facility's operating revenues less all



operating expenses, including the rent and related expenses due under the terms of the New Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator's obligation under the New Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before [REDACTED]<sup>+2</sup>, 2023, New Operator shall file ~~(i)~~ its application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility ~~on or before~~. Additionally, upon the earlier to occur of: (a) thirty (30) days after the Operations Transfer Date, and (ii); or (b) within five (5) days after the EFT Change has been completed pursuant to Section 3.2.1 above; New Operator shall file its applications for the assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers (collectively, the "Permits"). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS in connection with its review and approval of New Operator's CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator's representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

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<sup>+2</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 Prior to the Transition Date, if CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility (a "Default Event"), New Operator agrees to promptly advise Licensee and Purchaser of CDPH's determination to deny a new skilled nursing facility license to New Operator, and New Operator shall thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator selected by Purchaser in its sole and absolute discretion.

6.6.1. If pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.6.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator's rights, obligations and duties under this Agreement to such Approved Replacement Operator, provided that such assignment of this Agreement is not prohibited by applicable laws. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility.

6.6.3. As used herein, "Approved Replacement Operator" means a proposed replacement operator for the Facility who is approved by Purchaser in its sole and absolute discretion.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee's right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the "Assigned Admission Agreements") and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

**8. Transfer of Resident Funds.**

8.1 On the Transition Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the "Resident Funds"), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Date to the amount of the Resident Funds transferred to New Operator on the Transition Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related

to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the "closure" thereof under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator's assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the "Hired Employees." Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a

Hired Employee, including without limitation any employee who declines to accept employment with New Operator. Additionally, for a period of ninety (90) days after the Operations Transfer Date, Licensee agrees that it shall not, and shall not permit its affiliates to, actively solicit or recruit for employment, any such Hired Employees, provided however, New Operator expressly acknowledges that from and after the Operations Transfer Date, Licensee's affiliates may publish job postings in any general or internet publications for other healthcare facilities owned, managed or operated by Licensee's affiliates, and New Operator shall have no recourse against Licensee if any such Hired Employee applies for and accepts employment in connection with such job postings published by Licensee's affiliates.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee's obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code ("COBRA") or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator's health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

10.7 Notwithstanding the foregoing, each of New Operator and Licensee acknowledge and agree that from and after the Operations Transfer Date, Licensee is terminating employment of all employees at the Facility and all such Hired Employees shall be directly employed by New Operator. New Operator shall solely be responsible to exercise control over the wages, hour or working conditions of such Hired Employees and to pay compensation and other benefits to the Hired Employees from and after the Operations Transfer Date, and nothing in this agreement is intended to, nor does it create, a dual employment or joint employment arrangement as between Licensee and New Operator.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients' security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to

Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility’s employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the

event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## 12. Access to Records.

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 ~~Nothing herein shall be construed as precluding~~ New Operator acknowledges that Licensee ~~from removing~~ shall retain and may remove from the Facility originals of all employee records, all of which shall be and remain the property of Licensee; ~~provided, however, Licensee will not remove such records until such time as New Operator advises Licensee that it has made a copy of any portion of the employee records which are required to be maintained by New Operator to comply with applicable law, which copies shall be made by New Operator (i) only after New Operator has secured the written consent of the affected employees and (ii) as promptly as possible, but not later than thirty (30) days, after the Operations Transfer Date, it being understood and agreed, however, that in light of the methods used by Licensee to electronically maintain its employee records and to store the same with a third party vendor, Licensee is not making any representation or warranty as to the ability of New Operator to make a copy of the such employee records or as to the accuracy or completeness of the employee records. Should New Operator not be able to secure written consent from certain affected employees or if such employees employment with Licensee has previously terminated, and New Operator cannot make a copy of certain employment records, Licensee will grant access to such employee records to New Operator, within a reasonable time, if permitted by applicable law and if New Operator is required to produce such records pursuant to any licensure or certification survey, inspection, investigation or as otherwise required by law. Notwithstanding anything herein to the contrary. For the avoidance of doubt, Licensee shall not be required to deliver to New Operator background checks, drug test results~~ or, performance reviews, internal notes or any other employee records ~~that are produced and maintained by third party vendors~~ of Licensee.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of ~~employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees,~~ (d) originals of patient records for all former

patients no longer residing at the Facility, (ed) copies of records for all current patients residing at the Facility, and (fe) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee’s sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however,* that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee’s sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation



involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party

payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: jack@cypressh.com

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: jai@sternsheingroup.com

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit C."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee

reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[ \_\_\_\_\_ ], LLC,  
A [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Form of Assignment and Assumption of Admission Agreements

Exhibit C – Business Associate Addendum





**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### FORM OF INTERIM SUBLEASE AGREEMENT

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between [\_\_\_\_\_] LLC, a California limited liability company (“New Operator”), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company (“Licensee”).

New Operator is the tenant of the [\_\_\_\_]-bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the New Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Transition Date, as defined in Section 1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the New Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager



**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

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## EXHIBIT C

### Business Associate Addendum

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### RECITALS

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### AGREEMENT

#### **1. DEFINITIONS**



1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the

entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide

written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or

subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. MISCELLANEOUS**

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its

reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager



<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 3/3/2023 11:38:57 AM</b>	
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<b>Intelligent Table Comparison:</b> Active	
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>47</b>

**SECTION 999.5(d)(1)(B)**

**23) DRAFT Management and Operations Transfer Agreement  
with redline dated February 16, 2023**

**MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_\_], 2023 (the “Effective Date”), by and between [\_\_\_\_\_] (“Licensee”), and [\_\_\_\_\_], LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”).

**RECITALS**

A. **WHEREAS**, Licensee is the licensed operator of that certain [\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_\_] and located at [\_\_\_\_\_] (the “Facility”), which is owned by [\_\_\_\_\_] (“Seller”), and operated by Licensee pursuant to a lease between Licensee and Seller (the “Existing Lease”); and

B. **WHEREAS**, \_\_\_\_\_, (“Purchaser”) and Seller have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the “New Lease”), pursuant to which New Operator will occupy the Facility, and Owner and Licensee will terminate the Existing Lease; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its Change of Ownership Application with the California Department of Public Health (“CDPH”) and the 855A form with the fiscal intermediary for the Facility (collectively, the “CHOW”), pursuant to which New Operator will obtain its own license to operate the Facility and obtain the Permits, as defined herein; and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the “Operations Transfer Date” to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), ~~and a Bill of Sale substantially in the form attached hereto as “Exhibit B” (the “Bill of Sale”), both~~ to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the New Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

## 1. Closing.

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

### 1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease in the form attached hereto as “Exhibit A”; (b) an Assignment and Assumption of Admission Agreements in the form attached hereto as “Exhibit CB,” (the “Assignment of Admission Agreements”); and (c) a Business Associate Addendum in the form attached hereto as “Exhibit DC” (the “BAA”); ~~(d) the Bill of Sale, to be effective on the Transition Date; and (e) an Assignment and Assumption of Admission Agreements.~~ Additionally, on the Operations Transfer Date, the Parties shall execute and deliver to each other, duly executed counterparts of the following documents required to be delivered under the Purchase Agreement: (y) the New Operator Bill of Sale in the form attached hereto as “Exhibit E,” to be effective on the Transition Date as Exhibit D to the Purchase Agreement; and (z) the Assignment and Assumption of Assigned Contracts in the form attached as Exhibit E to the Purchase Agreement (the “Assignment of Admission Agreements”). This Agreement, the Interim Sublease, the Assignment of Agreements the BAA, the New Operator Bill of Sale and the Assignment of Admission Agreements are referred to collectively as the “Closing Documents.”

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the New Operator Bill of Sale, the Assignment of Admission Agreements and the Assignment of Agreements are collectively referred to herein as the “Operational Assets.”

1.3 Conditions Precedent. For purposes of this Agreement, the “Conditions Precedent” to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the concurrent termination of the lease between the Licensee and the Seller, and the execution of the New Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the “Transition Date” shall be the date upon which the California Department of Public Health (“CDPH”) issues the new Permits (as defined hereafter) to New Operator for the Facility.

## 2. Management of the Facility.

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, or (ii) ~~the termination of this Agreement prior to the Transition Date, or (iii)~~ the execution of a Replacement MOTAs (as defined below) (the “Management Period”), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator's assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier ("NPI") and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the "Provider Numbers"). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the "Billing Period" shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid Services ("CMS") issues a tie-in notice for the purpose of tying the Licensee's Medicare provider number to the New Operator's NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the "Tie-In").

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

2.3.1 preparation and maintenance of business records and financial and other reports;

2.3.2 establishment and administration of accounting procedures and controls;

2.3.3 financial and business planning;

2.3.4 processing and payment of accounts payable;

2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and

2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the New Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility for at least seven (7) days of operating in accordance with the policies of Licensee at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for

the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the New Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services ("QA Fees") that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.

2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 ("Transfer Notice Act.") of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the "Transfer Notice"). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the

requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee's name, on Licensee's behalf, and under Licensee's Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator's right to direct the use of such funds as herein provided and subject to New Operator's right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee's name and on Licensee's behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator's account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility's existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the "Licensee's Concentration Account"). New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account, provided however, Licensee agrees on the date that is forty-five (45) days after the Operations Transfer Date, Licensee shall cause its depository bank to implement and install on the Concentration Account, [daily/weekly sweeps] of all accounts receivables attributable to the Facility for periods on and after the Operations Transfer Date, to a depository account identified



by New Operator. From and after the installation of such [daily/weekly sweeps] on Licensee's Concentration Account, Licensee agrees that it shall not: (y) withdraw any funds from such Concentration Account which are attributable to the Facility for periods on and after the Operations Transfer Date; (y) otherwise instruct the bank with respect to the disposition of any funds deposited into the Concentration Account that relate to the Facility for periods on and after the Operations Transfer Date; or (z) otherwise instruct bank to terminate or modify the [daily/weekly sweeps] installed on the Concentration Account, without the express written consent of New Operator.

3.2.1. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an “Undesignated Payment”), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no

more than thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the New Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the New Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 On or before [REDACTED]<sup>1</sup>, 2023, New Operator shall file (i) its application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility on or before the Operations Transfer Date, and (ii) its applications for assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers ~~within Thirty (30) days following the Operations Transfer Date~~ (collectively, the “Permits”). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of

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<sup>1</sup> Insert Date that is 30 days after Effective Date of PSA – see Section 6.01(e) of PSA

Licensee, advise Licensee of the status of New Operator's efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation required by CDPH or CMS in connection with its review and approval of New Operator's CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator's representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the New Operator Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

~~6.6 (a) Subject to extension as set forth below, this Agreement shall automatically terminate, without need for further notice to either party, on the first to occur of (i) the Transition Date, (ii) the date that is eighteen (18) months after the Execution Date, and (iii) termination by Licensee in accordance with paragraph (b) below (in any such case, the "Termination Date").~~

~~6.6 (b) Prior to the TerminationTransition Date, if (i) CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility or Licensee's skilled nursing facility license or Medicare and Medi-Cal provider agreements or the Facility's certification are in imminent jeopardy of being revoked (a "Default Event"), or (ii) the Licensee determines, based on communications with or from DPH that a Default Event is likely to occur, then Licensee shall send written notice to New Operator of the Default Event (a "Default Notice"). If in the reasonable determination of Licensee, the Default Event is capable of cure, New Operator agrees to promptly advise Licensee and Purchaser of CDPH's determination to deny a new skilled nursing facility license to New Operator, and New Operator shall have the period (if any) that is permitted by the relevant agency, but in no event more than thirty (30) days from delivery of the Default Notice, to cure the event or to identify thereafter fully cooperate with Licensee and Purchaser in all respects to transition the operations of the Facility to an Approved Replacement Operator (as defined below). ~~If New Operator fails to timely cure the Default Event or to identify an Approved Replacement Operator, then Licensee~~~~

~~shall have the option to terminate this Agreement upon ten (10) business days' written notice to New Operator selected by Purchaser in its sole and absolute discretion.~~

6.6.1. If pursuant to the terms of Section 6.6 above, New Operator is required to transition the operations of the Facility to an Approved Replacement Operator, New Operator agrees that it shall continue to perform all such agreements, covenants and obligations of New Operator under this Agreement, until Purchaser has identified an Approved Replacement Operator and until the date New Operator transfers and relinquishes the Facility and all Operational Assets to the Approved Replacement Operator.

6.6.2. In furtherance of the foregoing, New Operator agrees that it shall cooperate fully with Purchaser and Approved Replacement Operator with respect to the transfer and disposition of the Facility and the Operational Assets to the Approved Replacement Operator. Such cooperation from New Operator shall include, executing such assignment and other agreements and instruments to assign all of New Operator's rights, obligations and duties under this Agreement to such Approved Replacement Operator, provided that such assignment of this Agreement is not prohibited by applicable laws. If, however, assignment of this Agreement to the Approved Replacement Operator is prohibited by any applicable laws, then New Operator agrees to continue to operate the Facility under the terms of this Agreement, and cooperate fully with Purchaser and Approved Replacement Operator, until Approved Replacement Operator has obtained all such approvals and consents required from such regulatory agencies to take over the operations of the Facility.

~~(e) Upon the Termination Date (otherwise than upon the Transition Date), the following provisions shall apply:~~

~~(i) Provided that the Termination Date occurred only as a result of the expiration of the 18-month period set forth in paragraph (a) above (and not as the result of a Default Event), at the election of New Operator, the term of this Agreement shall be extended for an additional twelve (12) months (the "Extension Term"), upon the expiration of which period this Agreement shall terminate and all of the provisions of this Section 6.6 shall apply, except that the New Operator shall not have the right to any further extension of this Agreement;~~

~~(ii) The Interim Sublease shall be extended for the Extension Term; and~~

~~(iii) New Operator shall continue to cooperate with Licensee in connection with the closure of the facility.~~

~~(e) Upon termination of this Agreement, except as set forth above, the parties will have no further obligations to each other under this Agreement or the Interim Sublease, except for those obligations that expressly survive the expiration or earlier termination of this Agreement; provided that the effect of such termination of this Agreement shall not be deemed to release, or limit the liabilities of, any party from any liability or damages arising in indemnity or from any breach or misrepresentation by a party hereunder, or under any other~~

~~document, instrument or certificate executed and delivered by a party in connection herewith or therewith.~~

6.6.3. ~~(d)~~ As used herein, “Approved Replacement Operator” means a proposed replacement operator for the Facility who ~~(a) is approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) will enter into a management and operations transfer agreement substantially in the form of this Agreement with Licensee as promptly as is necessary, in Licensee’s determination, to preserve Licensee’s skilled nursing facility license and Medicare and Medi-Cal provider agreements for the Facility.~~ Purchaser in its sole and absolute discretion.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

**8. Transfer of Resident Funds.**

8.1 On the Transition Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the “Resident Funds”), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Date to the amount of the Resident Funds transferred to New Operator on the Transition Date, and, to the extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

**10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an "Employment Offer"). Each Employment Offer must be in each employee's primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.



10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the “closure” thereof under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator’s assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the “Hired Employees.” Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee’s obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code (“COBRA”) or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator’s health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients’ security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming

responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an “Additional Insured” to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility’s employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7)

days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 Nothing herein shall be construed as precluding Licensee from removing from the Facility originals of employee records, all of which shall be and remain the property of Licensee, provided, however, Licensee will not remove such records until such time as New Operator advises Licensee that it has made a copy of any portion of the employee records which are required to be maintained by New Operator to comply with applicable law, which copies shall be made by New Operator (i) only after New Operator has secured the written consent of the affected employees and (ii) as promptly as possible, but not later than thirty (30) days, after the Operations Transfer Date, it being understood and agreed, however, that in light of the methods used by Licensee to electronically maintain its employee records and to store the same with a third party vendor, Licensee is not making any representation or warranty as to the ability of New Operator to make a copy of the such employee records or as to the accuracy or completeness of the employee records. Should New Operator not be able to secure written consent from certain affected employees or if such employees employment with Licensee has previously terminated, and New Operator cannot make a copy of certain employment records, Licensee will grant access to such employee records to New Operator, within a reasonable time, if permitted by applicable law and if New Operator is required to produce such records pursuant to any licensure or certification survey, inspection, investigation or as otherwise required by law. Notwithstanding anything herein to the contrary, Licensee shall not be required to deliver to New Operator background checks, drug test results or other employee records that are produced and maintained by third party vendors.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in

accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee’s sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however,* that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee’s sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee’s request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from

retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that

Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: jack@cypressh.com

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: jai@sternsheingroup.com

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices

are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by

arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "[Exhibit EC](#)."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.

**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be



affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[ \_\_\_\_\_ ], LLC,  
A [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – ~~Bill of Sale~~

~~Exhibit C~~ – Form of Assignment and Assumption of Admission Agreements

~~Exhibit D – Assignment and Assumption of Agreements~~

Exhibit ~~E~~C – Business Associate Addendum



**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### FORM OF INTERIM SUBLEASE AGREEMENT

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between [\_\_\_\_\_] LLC, a California limited liability company (“New Operator”), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company (“Licensee”).

New Operator is the tenant of the [\_\_\_\_]-bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the New Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the ~~Termination~~Transition Date, as defined in Section ~~6.6 of the Management Agreement, subject to extension as provided in Section 6.6~~1.4 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 Utilities. New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 Taxes. New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 Insurance. New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the New Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 Repairs and Maintenance; Alterations. New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE**.

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS**.

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager





**EXHIBIT B**

**FORM OF BILL OF SALE**  
**BILL OF SALE**

~~The party who is a signatory hereto (“Seller”), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey upon [\_\_\_\_\_], a California limited liability company (“New Operator”), its successors and assigns forever, all of Seller’s right, title and interest in and to any and all Operations Related Assets (as defined herein).~~

~~“Operations Related Assets” shall mean those certain items of tangible personal property owned by Seller and now located at that certain skilled nursing facility known as \_\_\_\_\_, located at \_\_\_\_\_ (the “Facility”) and those certain items of intangible personal property owned by Seller and relating solely to the operation of the Facility, all of which are more particularly described on Schedule A, attached hereto and incorporated herein.~~

~~THE OPERATIONS RELATED ASSETS ARE BEING TRANSFERRED IN “AS IS, WHERE IS” CONDITION, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER OF THE SUITABILITY THEREOF, THE DESIGN OR CONDITION THEREOF, THE MERCHANTABILITY THEREOF, THE FITNESS THEREOF FOR A PARTICULAR PURPOSE, THE PHYSICAL CONDITION THEREOF, THE QUALITY OF WORKMANSHIP THEREOF OR THE CONFORMITY THEREOF TO GOVERNMENTAL REQUIREMENTS, THE SELLER’S OWNERSHIP, USE, OPERATION OR MAINTENANCE THEREOF OR OTHERWISE WITH REGARD TO THE OPERATIONS RELATED ASSETS, TANGIBLE OR INTANGIBLE, WHETHER CONVEYED HEREBY, CONTAINED THEREIN, OR RELATED THERETO.~~

~~IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered to New Operator as of the Transition Date, as defined in that certain Management and Operations Transfer Agreement, dated the date hereof, by and between Seller and New Operator.~~

**SELLER:**

[\_\_\_\_\_] a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[\_\_\_\_\_] a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**~~Schedule A to Bill of Sale~~**  
**~~Operations-Related Assets~~**

~~The “Operations-Related Assets” shall relate to the following tangible and intangible personal property relating to the Facility:~~

~~The business and operation of the Facility, including the following and limited to:~~

~~All of the interest of Seller in all contracts, agreements, leases, undertakings, commitments and other arrangements (the “Assigned Contracts”), to the extent assignable by Seller and expressly assumed by New Operator in accordance with the Management and Operations Transfer Agreement between Seller and New Operator dated \_\_\_\_\_, 2023 (the “MOTA”);~~

~~Funds held in trust (the “Trust Funds”) for residents of the Facility (“Residents”) and any and all deposits for prepaid room and service charges of the Residents relating to periods on or after the closing date;~~

~~All telephone numbers, fax numbers and e-mail addresses used by the Facility;~~

~~All resident/patient records relating to the Facility;~~

~~All current employee and payroll records;~~

~~To the extent assignable, all licenses and permits held or owned by the Seller relating to the ownership or operation of the Facility and the real property appurtenant thereto;~~

~~The Seller’s Medicare and Medi-Cal provider agreements and numbers, to the extent transferrable;~~

~~All of Seller’s rights in and to all assignable governmental permits, licenses, certificates and approvals in connection with the ownership or operation of the Facility and all assignable warranties of any contractor, manufacturer or materialman.~~

~~Notwithstanding anything herein to the contrary, any rights to payment for goods and services rendered by the Seller prior to the Operations Transfer Date, as set forth in the MOTA, are excluded from this Bill of Sale.~~

**EXHIBIT C**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

-

## EXHIBIT DC

### FORM OF ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

#### ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

~~This ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (this “Agreement”), dated as of \_\_\_\_\_, is made by and between [\_\_\_\_\_] a California limited liability company (the “Original Operator”), and [\_\_\_\_\_] LLC, a California limited liability company (the “New Operator”).~~

~~FOR VALUABLE CONSIDERATION, the Original Operator and the New Operator hereby agree as follows:~~

~~1. Original Operator hereby assigns, transfers, and sells to the New Operator all of Original Operator’s rights, title, and interest in and to all of the Agreements listed on Exhibit A attached hereto (the “Agreements”).~~

~~2. The New Operator hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, when due, the contractual obligations under the Agreements, solely to the extent arising on or after the date hereof; provided, however, that this Agreement excludes from its scope any and all liability for reimbursements, payments, goods or services delivered to, or performed for, the Original Operator on or before the date hereof.~~

~~3. Each of the New Operator and Original Operator hereby covenants and agrees that it will, at the other party’s request and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of assignment and performance, and take such other actions as may be reasonably necessary or appropriate, to cause the New Operator to more effectively assume and perform the Agreements.~~

~~4. Nothing herein shall be deemed to deprive the New Operator of any defenses, set-offs or counterclaims that the Original Operator may have had or that the New Operator shall have with respect to any of the Agreements (the “Defenses and Claims”). The Original Operator hereby transfers, conveys and assigns to the New Operator all Defenses and Claims with respect to the Agreements and agrees to cooperate with the New Operator in taking advantage of such Defenses and Claims as may be reasonably requested by the New Operator.~~

~~5. This Agreement is solely for the benefit of the parties hereto and shall not be deemed to provide any rights to any third party.~~

~~**NO MORE TEXT ON THIS PAGE**~~

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.~~

~~**ORIGINAL OPERATOR:**~~

~~[\_\_\_\_\_] ,  
a [\_\_\_\_\_] limited liability company  
By: \_\_\_\_\_  
Name:  
Title: Manager~~

~~**NEW OPERATOR:**~~

~~[\_\_\_\_\_] LLC,  
a [\_\_\_\_\_] limited liability company  
By: \_\_\_\_\_  
Name:  
Title: Manager~~



~~Exhibit A to Assignment of Agreements~~  
Agreements



**EXHIBIT E**  
**Business Associate Addendum**

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_] a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_] a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

**RECITALS**

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

**AGREEMENT**

**1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses. BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement

and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of

purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate's Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or Addendum or

other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to



extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. MISCELLANEOUS**

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**BUSINESS ASSOCIATE:**



[ \_\_\_\_\_ ] LLC,  
a California limited liability company

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

Name:

Title: Manager

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 2/16/2023 1:42:29 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 1959105Cypress Eskaton 3 MOTA_02152023.docx	
<b>Modified filename:</b> 1959105Cypress Eskaton 3 MOTA_02162023v2 (IEP Comments).docx	
<b>Changes:</b>	
Add	36
Delete	99
Move From	0
Move To	0
Table Insert	0
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>137</b>

**SECTION 999.5(d)(1)(B)**

**24) DRAFT Management and Operations Transfer Agreement  
dated February 15, 2023**

**MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT**

[\_\_\_\_\_]

This MANAGEMENT AND OPERATIONS TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_\_], 2023 (the “Effective Date”), by and between [\_\_\_\_\_] (“Licensee”), and [\_\_\_\_\_], LLC, a California limited liability company (“New Operator”; the Licensee and the New Operator being referred to individually as a “Party” and together as the “Parties”).

**RECITALS**

A. **WHEREAS**, Licensee is the licensed operator of that certain [\_\_\_]-bed skilled nursing facility commonly known as [\_\_\_\_\_] and located at [\_\_\_\_\_] (the “Facility”), which is owned by [\_\_\_\_\_] (“Seller”), and operated by Licensee pursuant to a lease between Licensee and Seller (the “Existing Lease”); and

B. **WHEREAS**, \_\_\_\_\_, (“Purchaser”) and Seller have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2023 (“Purchase Agreement”), pursuant to which the Purchaser will purchase the Facility and underlying real property from Seller;

C. **WHEREAS**, on the Operations Transfer Date, Purchaser and New Operator will enter into a lease (the “New Lease”), pursuant to which New Operator will occupy the Facility, and Owner and Licensee will terminate the Existing Lease; and

D. **WHEREAS**, within the time limits prescribed below, New Operator will file and diligently pursue its Change of Ownership Application with the California Department of Public Health (“CDPH”) and the 855A form with the fiscal intermediary for the Facility (collectively, the “CHOW”), pursuant to which New Operator will obtain its own license to operate the Facility and obtain the Permits, as defined herein; and

E. **WHEREAS**, New Operator and Licensee have further agreed that New Operator will manage the Facility for Licensee from the date of the Closing (the “Operations Transfer Date” to the Transition Date (as defined below). In conjunction therewith, on or before the Operations Transfer Date New Operator and Licensee will enter into an Interim Sublease in the form attached hereto as “Exhibit A” (the “Interim Sublease”), and a Bill of Sale substantially in the form attached hereto as “Exhibit B” (the “Bill of Sale”), both to be effective on the Operations Transfer Date; and

F. **WHEREAS**, in order to facilitate a transition of operational and financial responsibility from Licensee to New Operator in a manner which will ensure the continued operation of the Facility after the Operations Transfer Date in compliance with the New Lease and applicable law and in a manner which does not jeopardize the health and welfare of the residents of the Facility, Licensee and New Operator are desirous of documenting the terms and conditions on which New Operator will manage the Facility for Licensee as of the Operations Transfer Date and certain other terms and conditions relevant to the transition of operational and financial responsibility from Licensee to New Operator;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows:

**1. Closing.**

1.1 Operations Transfer Date. The transactions contemplated under this Agreement shall be effectuated on the Operations Transfer Date, which shall be the Closing Date as defined in the Purchase Agreement, subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.3 below.

1.2 Deliverables.

1.2.1. On the Operations Transfer Date, the Parties shall execute and deliver to each other an original duly executed counterpart of the following documents: (a) the Interim Sublease; (b) an Assignment and Assumption of Agreements in the form attached hereto as "Exhibit C" (the "Assignment of Agreements"); (c) a Business Associate Addendum in the form attached hereto as "Exhibit D" (the "BAA"); (d) the Bill of Sale, to be effective on the Transition Date; and (e) an Assignment and Assumption of Admission Agreements in the form attached hereto as "Exhibit E," to be effective on the Transition Date (the "Assignment of Admission Agreements"). This Agreement, the Interim Sublease, the Assignment of Agreements the BAA, the Bill of Sale and the Assignment of Admission Agreements are referred to collectively as the "Closing Documents."

1.2.2. The assets being conveyed by Licensee to New Operator pursuant to the Bill of Sale, the Assignment of Admission Agreements and the Assignment of Agreements are collectively referred to herein as the "Operational Assets."

1.3 Conditions Precedent. For purposes of this Agreement, the "Conditions Precedent" to the transfer of operations shall be: (a) the concurrent closing of the transactions contemplated by the Purchase Agreement; (b) the execution and delivery by the Parties of each of the Closing Documents; (c) the concurrent termination of the lease between the Licensee and the Seller, and the execution of the New Lease between the Purchaser and the New Operator; and (d) the satisfaction or waiver of any conditions precedent in any ancillary transaction documents.

1.4 Transition Date. For purposes this Agreement, the "Transition Date" shall be the date upon which the California Department of Public Health ("CDPH") issues the new Permits (as defined hereafter) to New Operator for the Facility.

**2. Management of the Facility.**

2.1 Commencing on the Operations Transfer Date and ending on the first to occur of (i) the Transition Date, (ii) the termination of this Agreement prior to the Transition Date, or (iii) the execution of a Replacement MOTA (as defined below) (the "Management Period"), Licensee hereby appoints New Operator as its sole and exclusive manager of the Facility. Licensee shall cooperate with New Operator in all respects to make the transition in management of the Facility to New Operator as smooth as possible.

2.2 During the Billing Period (defined below), Licensee shall allow New Operator to use its Medicare and Medi-Cal provider agreements. In connection with New Operator's assumption of operational and financial responsibility for the Facility, Licensee shall provide to New Operator its Medi-Cal and Medicare provider numbers, submitter i.d., National Provider Identifier ("NPI") and any other identifying numbers which New Operator may use during the Billing Period (as defined below) to bill for services provided to patients (of any payor source) at the Facility (collectively, the "Provider Numbers"). Notwithstanding the foregoing, Licensee shall remain ultimately responsible for the daily operational decisions and the care delivered to the residents at the Facility during the Management Period and accordingly, Licensee shall have the right to confer and consult with New Operator on any administrative, business, or management matters concerning the operation of the Facility during the Management Period; *provided, however*, such ultimate responsibility shall not relieve New Operator from its obligations specified in this Agreement (including its financial obligations under Section 5.2), all of which shall apply during the Management Period.

2.2.1. For purposes of this Agreement, the "Billing Period" shall mean the period from the Operations Transfer Date until the occurrence of: (A) in the case of Medicare, the date on which the Centers for Medicare and Medicaid Services ("CMS") issues a tie-in notice for the purpose of tying the Licensee's Medicare provider number to the New Operator's NPI number and tax identification number, and (B) in the case of Medi-Cal, the date on which a Medi-Cal provider agreement has been issued to the New Operator by the Medi-Cal Provider Certification office and a Medi-Cal billing number has been issued to New Operator by the Medi-Cal Provider Enrollment office (collectively, the "Tie-In").

2.2.2. During the Billing Period, Licensee shall also allow New Operator, at no out of pocket cost or expense to Licensee, to bill and receive reimbursement for goods sold and services rendered at the Facility under its Payor Contracts (as hereinafter defined) while New Operator completes its own contracting process with third party payors, provided, however, nothing herein shall be construed as an assurance whether or to what extent New Operator will have the right, as a matter of law or contract, to bill the third party payors under Licensee's third party Payor Contracts. In furtherance and not in limitation of the foregoing, Licensee acknowledges that New Operator may be required to use an outside service provider for purposes of implementing the rights granted to New Operator under this Section 2.2.2, and New Operator acknowledges that any and all costs and expenses of such outside service provider shall be the sole responsibility of New Operator. "Payor Contracts" shall mean all contracts with various third-party payors, such as managed care providers and commercial insurance companies, including those which are specific to the Facility and those which cover the Facility as well as other facilities operated by Licensee's affiliates. For the avoidance of doubt, the Medicare and Medi-Cal provider agreements are not Payor Contracts. New Operator acknowledges and agrees that in no event will New Operator have the right to assume any of Licensee's Payor Contracts and that New Operator shall be required to obtain the same in its own name.

2.3 New Operator shall arrange and pay at its sole cost and expense, for the provision of the bookkeeping, accounting, and administrative functions, including, but not limited to, the following, as reasonably necessary for the efficient and proper operation of the Facility:

- 2.3.1 preparation and maintenance of business records and financial and other reports;
- 2.3.2 establishment and administration of accounting procedures and controls;
- 2.3.3 financial and business planning;
- 2.3.4 processing and payment of accounts payable;
- 2.3.5 billing, processing and collection of accounts receivable, including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors; and
- 2.3.6 providing and processing of all employee record keeping, payroll accounting (including social security and other payroll tax reporting), and benefits for all employees of the Facility.

2.4 New Operator shall arrange for the maintenance, repair, trash removal, and janitorial services which may be necessary to maintain the Facility and equipment in a clean and safe condition, in compliance with applicable law, and in good repair in accordance with standards established by the New Lease.

2.5 New Operator shall arrange for the utilities reasonably required for operation of the Facility, including, but not limited to, telephone, Wi-Fi, cable or satellite TV, electricity, gas, water and refuse disposal, and shall secure these utilities in its own name on the Operations Transfer Date.

2.6 New Operator shall arrange under its own name for the provision and replenishment, as New Operator deems necessary and as necessary to meet any minimum requirements established under applicable law, of all supplies and inventory used in the Facility. Licensee's only obligation with respect thereto shall be to ensure that the levels of supplies and inventory at the Facility, including, without limitation, perishable food, non-perishable food, central supplies, linen, housekeeping and other supplies, on the Operations Transfer Date is in condition, quantity and quality sufficient to meet the regular operating needs of the Facility for at least seven (7) days of operating in accordance with the policies of Licensee at the Facility.

2.7 New Operator shall hire employees of the Facility as employees-at-will in accordance with the terms and provisions of Section 10 of this Agreement. New Operator shall be responsible for all aspects of administration of its employees, including hiring, training, supervision, and termination. Except as otherwise determined by New Operator and Licensee (i.e., general supervision from New Operator's employees who are not permanently assigned to the Facility), all employees so hired shall be employed by New Operator. During the Management Period, New Operator shall maintain worker's compensation insurance for all its employees as required by law and employer's liability insurance reasonably acceptable to Licensee. Hiring, promotion, discipline and termination and other employment decisions with respect to its employees shall be made by New Operator in a manner consistent with applicable law and policies at the Facility.

2.8 New Operator, on behalf of the Facility, shall arrange for maintenance of the payroll records of all its employees, for the issuance of paychecks to its employees, and for the payment and withholding from such paychecks of appropriate amounts for income tax, social security, unemployment insurance, and for all employee benefits, including vacation, holidays, sick leave, and in accordance with New Operator's policies, subject to the terms and provisions of Section 10.3.

2.9 New Operator shall have the right, in its sole discretion, to revise the fee schedules for the services rendered by the Facility, provided that such changes are in compliance with the law and that New Operator shall consult with Licensee before doing so.

2.10 In conformity with applicable law, Licensee and New Operator shall not discriminate against Medicare or Medi-Cal patients who request services at the Facility, or any other person with whom it interacts in relation to the Facility.

2.11 New Operator shall comply with any and all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force, pertaining to the Facility and its operations.

2.12 New Operator shall procure and maintain during the Management Period the insurance required under the terms of the New Lease, with the Licensee named as an additional named insured on all such insurance policies. New Operator shall keep all insurance coverage in effect and, without demand, provide to Licensee updated certificates at each renewal for the applicable statute of limitations period in which any claims may be brought against Licensee or Licensee's shareholders, members, affiliates, directors, officers, representatives or advisers.

2.13 Funds received by New Operator which relate to the Quality and Accountability Supplemental Payment ("QASP") owed to Licensee for dates prior to the Operations Transfer Date shall belong to the Licensee and shall be remitted by New Operator to the Licensee promptly within ten (10) days' receipt of such QASP from the applicable regulatory agency. The amount of the QASP deemed owed to Licensee shall be calculated as follows: the QASP shall be multiplied by a fraction, the numerator of which shall be the number of days the Licensee operated the Facility in the year for which QASP are being made and the denominator of which shall be the number of days in the year for which QASP are being made. New Operator and Licensee hereby acknowledge that payments made for QASP fees are paid based on the state fiscal year of July 1-June 30 (the "SFY"), and that payments for the prior year are received in approximately April of the calendar year following the SFY. For example, payments made to operators in April 2024 will be for SFY July 1, 2022-June 30, 2024 and payments made to operators in April 2025 will be for SFY July 1, 2023-June 30, 2024.

2.14 New Operator shall be responsible for all Quality Assurance Fees owed by the Facility to the California Department of Health Care Services ("QA Fees") that accrue for periods on and after the Operations Transfer Date. Licensee shall be responsible for all QA Fees that accrue for periods before the Operations Transfer Date, and shall at least five (5) business days prior to the Operations Transfer Date, provide evidence reasonably satisfactory to New Operator that all QA Fees for periods prior to the Operations Transfer Date have been paid in full.



2.15 New Operator shall cooperate with Licensee in the provision and dissemination of any notice required to be provided under Health and Safety Code § 1267.61 (“Transfer Notice Act.”) of the transfer of operations contemplated under this Agreement to all of the residents of the Facility (the “Transfer Notice”). New Operator agrees to provide all information necessary for Licensee to prepare and post such Transfer Notice pursuant to the requirements of the Transfer Notice Act; and the Licensee shall post a copy of the Transfer Notice on all entrance and exit doors of the Facility.

### **3. Billings, Collections and Accounts Receivable.**

3.1 New Operator shall, on behalf of Licensee, bill patients and payors and use its commercially reasonable efforts to collect all cash revenue resulting from Facility operations during the Billing Period. Licensee and New Operator agree to cooperate with each other to make available such billing and accounting information and to provide such financial records for review as shall be necessary to accomplish the billing and collection of patient charges for services provided by Licensee prior to the Operations Transfer Date and provided for in this Section 3 and to cooperate in the completion of reports and claim forms as necessary to procure payments and reimbursement from governmental agencies, insurance carriers or other third party payors. During the Billing Period, Licensee authorizes New Operator to do the following:

3.1.1. To bill patients in Licensee’s name, on Licensee’s behalf, and under Licensee’s Provider Numbers, specifically including, without limitation, services provided to Medicare and Medi-Cal patients during the Billing Period, and the resulting revenue will be treated as revenue of Licensee (subject to New Operator’s right to direct the use of such funds as herein provided and subject to New Operator’s right to the Management Fee pursuant to Section 5 hereof).

3.1.2. To collect accounts receivable resulting from such billing in Licensee’s name and on Licensee’s behalf;

3.1.3. To receive payments from insurance companies, prepayments from health care plans, and payments from all other third-party payors;

3.1.4. To take possession of and endorse in the name of Licensee any notices, checks, money orders, insurance payments, and other instruments received in payment of the accounts receivable resulting from such billing and deposit them directly in New Operator’s account; and

3.1.5. To initiate legal proceedings in accordance with policies reasonably approved by Licensee to collect any accounts or monies owed to the Facility or Licensee related to the Facility during the Management Period.

3.2 Licensee has disclosed to New Operator that the Medicare, Medi-Cal and other third party payor receivables paid pursuant to the Facility’s existing Medicare and Medi-Cal provider agreements are deposited into a concentration account, into which accounts receivables and payments from third party payors for other healthcare facilities are also deposited (the “Licensee’s Concentration Account”). New Operator agrees that for the duration of the of this Agreement, that Licensee shall maintain sole control of its Concentration Account, provided however, Licensee agrees on the date that is forty-five (45) days after the Operations Transfer

Date, Licensee shall cause its depository bank to implement and install on the Concentration Account, [daily/weekly sweeps] of all accounts receivables attributable to the Facility for periods on and after the Operations Transfer Date, to a depository account identified by New Operator. From and after the installation of such [daily/weekly sweeps] on Licensee's Concentration Account, Licensee agrees that it shall not: (y) withdraw any funds from such Concentration Account which are attributable to the Facility for periods on and after the Operations Transfer Date; (y) otherwise instruct the bank with respect to the disposition of any funds deposited into the Concentration Account that relate to the Facility for periods on and after the Operations Transfer Date; or (z) otherwise instruct bank to terminate or modify the [daily/weekly sweeps] installed on the Concentration Account, without the express written consent of New Operator.

3.2.1. New Operator shall have the right to open one or more bank accounts for the Facility in the name of Licensee (the "Management Account"), the authorized signatories of which shall consist solely of persons designated by New Operator. Licensee agrees that it will not take any actions that interfere with the transfer of funds for services rendered by New Operator after the Operations Transfer Date into the Management Account, nor will Licensee remove, withdraw or authorize the removal or withdrawal of any such funds from the Management Account. Amounts deposited into Licensee's Concentration Account or any other deposit accounts of Licensee for any reason and relating to operations of the Facility after the Operations Transfer Date shall be transferred by Licensee into the Management Account within five (5) business days of receipt. Licensee expressly authorizes New Operator to endorse checks made payable to Licensee in respect of services provided after the Operations Transfer Date and to deposit them in the Management Account.

3.3 All cash received during the Management Period related to operating revenues for services rendered by New Operator on and after the Operations Transfer Date shall be under the control of New Operator, rather than Licensee. All cash received before, during or after the Management Period related to the operating revenues for services rendered by Licensee prior to the Operations Transfer Date shall be remitted to Licensee within five (5) business days of receipt, together with applicable remittance advices.

3.3.1. If Licensee directly or indirectly receives any such cash during the Management Period which relates to the Management Period, Licensee shall forward any such receipts to New Operator, together with the applicable remittance advices, within five (5) business days, for deposit in the Management Account. If New Operator directly or indirectly receives any cash during the Management Period which relates to the period prior to the Management Period, New Operator shall within five (5) business days forward any such receipts to Licensee, together with applicable remittance advices.

3.3.2. New Operator shall use the cash receipts which relate to the operation of the Facility during the Management Period, or, if necessary, make available additional cash, to pay for expenses incurred during the Management Period, including both expenses paid during such period and expenses which are due after the Management Period but which were incurred during the Management Period.

3.4 In furtherance and not in limitation of the allocation of revenues provided for in Sections 3.3 and 3.3.1, New Operator and Licensee agree as follows:

3.4.1. If such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period prior to the Operations Transfer Date, they shall be retained or forwarded to Licensee, along with the applicable remittance advice in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.2. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to the period from and after the Operations Transfer Date, they shall be forwarded or retained by New Operator, along with the applicable remittance advice, in accordance with the provisions of Sections 3.3 and 3.3.1.

3.4.3. If such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods for which both parties are entitled to reimbursement under the terms hereof, the portion thereof which relates to the period prior to the Operations Transfer Date shall be disbursed to or retained by Licensee in accordance with the provisions of Section 3.3 and the balance shall be retained by or remitted to New Operator in accordance with the provisions of Section 3.3.1.

3.4.4. Any payments received by New Operator from and after the Operations Transfer Date from or on behalf of private pay patients with outstanding balances as of the Operations Transfer Date which fail to designate the period to which they relate (an “Undesignated Payment”), will, for the thirty (30) day period after the Operations Transfer Date, first be applied by New Operator to reduce the patients’ pre-Operations Transfer Date balances, with any excess applied to reduce any balances due for services rendered by New Operator from and after the Operations Transfer Date; after said thirty (30) day period such Undesignated Payment may be retained by New Operator to reduce the patient’s post-Operations Transfer Date balances, with any excess remitted to Licensee to reduce any balances due for services rendered by Licensee prior to the Operations Transfer Date.

3.4.5. All amounts owing to Licensee or New Operator under this Section 3.4 shall be settled within five (5) business days after the payment was received.

3.4.6. In the event the Parties mutually determine that any third party payors or private pay residents are entitled to a refund of payments, the portion thereof that relates to the period from and after the Operations Transfer Date shall be paid by New Operator and the portion thereof that relates to the period prior to the Operations Transfer Date shall be paid by Licensee to such third party payor or private pay resident.

3.4.7. In the event the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received said payment shall remit the same to the other within five (5) business days after said determination is made.

3.4.8. Until the earlier of (i) the date that Licensee receives payment of all accounts receivable attributed to the operation of the Facility prior to the Operations Transfer Date, and (ii) twelve (12) months after the Operations Transfer Date, New Operator shall provide Licensee with an accounting before the end of each month setting forth all amounts received by New Operator during the preceding month with respect to the accounts receivable of Licensee which are set forth in the schedule provided by Licensee to New Operator within no more than

thirty (30) days after the Operations Transfer Date. New Operator shall deliver such accounting to the person identified in Section 17 at the address and email address provided therein.

3.4.9. Upon ten (10) days after written request, and for a period of twelve (12) months after the Operations Transfer Date, Licensee shall provide New Operator with an accounting setting forth all amounts received by Licensee during the preceding month with respect to payments from the residents of the Facility which are due and owing to New Operator in accordance with the terms of this Section 3.4, which accounting shall be accompanied by applicable remittance advices.

3.4.10. Licensee and New Operator shall have the right to inspect, no more frequently than once per month, all cash receipts of the other party during weekday business hours on reasonable prior notice in order to confirm such party's compliance with the obligations imposed on it under this Section 3.4.

3.5 New Operator shall cooperate fully with Licensee in the collection of the Licensee's accounts receivable which accrued prior the Operations Transfer Date. Licensee shall be responsible for any further billing and/or collections of the Licensee's accounts receivable, and New Operator shall not be obligated to take any collection action or incur any expense in connection therewith.

#### **4. COVID Payments.**

4.1 Any and all Paycheck Protection Program SBA Loans ("SBA Loans") received by Licensee shall remain the sole responsibility, liability and obligation of Licensee, and any SBA Loans received by New Operator shall remain the sole responsibility, liability, and obligation of New Operator.

4.2 To the extent permitted by the terms thereof, any grant payments, stimulus payments, retroactive rate adjustments, and any and all other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts (collectively, the "COVID Payments") received by Licensee during the Management Period shall be paid over to New Operator, and New Operator shall assume responsibility for all of the terms and conditions thereof, and for all obligations relating to such payments. Notwithstanding anything in this Agreement to the contrary, to the extent New Operator properly receives any future COVID Payments intended for its utilization by the issuing entity, New Operator hereby covenants that any such COVID Payments will be utilized by New Operator only in the operation of the Facility to pay allowable covered, actual COVID-19-related expenses incurred by New Operator on or after the Operations Transfer Date and in accordance with the all Applicable Laws (as defined below) governing such COVID Payments. Any and all such COVID Payments shall remain the property and responsibility of New Operator. For the avoidance of doubt, Licensee shall not assume or accept any funds, proceeds, responsibilities, liabilities, and/or obligations related to, or in connection with, the COVID Payments received by New Operator, and New Operator shall defend, indemnify and hold Licensee harmless from and against any such liabilities or obligations.

4.3 Each of the Parties shall comply with all Applicable Laws related to the SBA Loans and COVID Payments described herein. The Parties shall reasonably cooperate with

any information requests related to such funds in order to comply with regulatory and reporting requirements. Until the Transition Date, New Operator shall notify Licensee of all SBA Loans and COVID Payments it receives that are covered under this Section 4 within seven (7) days of receipt and promptly upon receipt of a request therefore from Licensee, New Operator will provide Licensee with copies of all information necessary to document the application for or utilization of such funds upon request.

## **5. Management Fee.**

5.1 For its services under Sections 2 and 3, New Operator shall be entitled to a fee from Licensee (the “Management Fee”) equal to the Facility’s operating revenues less all operating expenses, including the rent and related expenses due under the terms of the New Lease, resulting from operation of the Facility during the Management Period, calculated in accordance with standard bookkeeping practices.

5.2 If the Facility incurs losses or expenses during the Management Period, New Operator shall be responsible for such losses and expenses, and shall indemnify, protect, defend and hold Licensee harmless from all claims, demands, liability, and losses related thereto, including payment of the New Operator’s obligation under the New Lease, and any license renewal fees arising during the Management Period. Any expense that relates to operation of the Facility for the period prior to the Operations Transfer Date shall be borne and paid by Licensee, except expenses for inventory and supplies which were ordered by Licensee in the ordinary course of business prior to the Operations Transfer Date and received and accepted by New Operator after the Operations Transfer Date, which shall be paid by New Operator.

5.3 The Management Fee is based upon revenues earned and expenses incurred during the Management Period, as determined in accordance with standard bookkeeping practices. Except as provided in Section 5.2, New Operator has no responsibility to pay for expenses during the Management Period which were incurred prior to the Operations Transfer Date, it being understood and agreed that revenues and expenses will be prorated in the manner set forth in Section 11.

## **6. Change of Ownership.**

6.1 From and after the Operations Transfer Date, Licensee shall cooperate with New Operator for the assignment of its Medicare and Medi-Cal provider agreements to New Operator.

6.2 New Operator shall file (i) its application to CDPH for the issuance of a license to operate the Facility as a skilled nursing facility on or before the Operations Transfer Date, and (ii) its applications for assignment of the Medicare and Medi-Cal provider agreements and Provider Numbers within Thirty (30) days following the Operations Transfer Date (collectively, the “Permits”). New Operator shall diligently proceed with securing the Permits and shall, (a) from time to time, upon request of Licensee, advise Licensee of the status of New Operator’s efforts to secure the Permits, and (b) promptly advise Licensee once the anticipated Transition Date is known to New Operator. New Operator shall be solely responsible for any and all costs associated with the CHOW process. Licensee agrees to execute all documentation

required by CDPH or CMS in connection with its review and approval of New Operator's CHOW, including but not limited to completing portions of CMS Form 855A-requiring information about Licensee and Licensee's signature to assign the Medicare provider agreement. Licensee further agrees to provide New Operator or New Operator's representatives with access to the patient trust fund accountings for completion of the patient trust fund verification as required by CDPH.

6.3 Promptly upon receipt of a request therefor from Licensee, New Operator will provide Licensee with copies of its licensure applications and any further documents submitted by New Operator to CDPH in response to any requests from such governmental authority and with copies of its Permits.

6.4 Licensee shall otherwise cooperate with New Operator, to the extent reasonably necessary, in order to facilitate the issuance of the new Permits and Provider Numbers and shall not voluntarily surrender its Permits or Medicare or Medi-Cal provider agreements.

6.5 On or before the Operations Transfer Date, Licensee and New Operator shall execute, as applicable, the Interim Sublease, the Bill of Sale (to be effective on the Transition Date) and such other documentation as is required for processing of the New Operator's skilled nursing facility application with CDPH, and in connection with the permits and assignment of Licensee's Medicare and Medi-Cal provider agreement to New Operator.

6.6 (a) Subject to extension as set forth below, this Agreement shall automatically terminate, without need for further notice to either party, on the first to occur of (i) the Transition Date, (ii) the date that is eighteen (18) months after the Execution Date, and (iii) termination by Licensee in accordance with paragraph (b) below (in any such case, the "Termination Date").

(b) Prior to the Termination Date, if (i) CDPH determines that New Operator will not be granted a new skilled nursing facility license for the Facility or Licensee's skilled nursing facility license or Medicare and Medi-Cal provider agreements or the Facility's certification are in imminent jeopardy of being revoked (a "Default Event"), or (ii) the Licensee determines, based on communications with or from DPH that a Default Event is likely to occur, then Licensee shall send written notice to New Operator of the Default Event (a "Default Notice"). If in the reasonable determination of Licensee, the Default Event is capable of cure, New Operator shall have the period (if any) that is permitted by the relevant agency, but in no event more than thirty (30) days from delivery of the Default Notice, to cure the event or to identify an Approved Replacement Operator (as defined below). If New Operator fails to timely cure the Default Event or to identify an Approved Replacement Operator, then Licensee shall have the option to terminate this Agreement upon ten (10) business days' written notice to New Operator.

(c) Upon the Termination Date (otherwise than upon the Transition Date), the following provisions shall apply:

(i) Provided that the Termination Date occurred only as a result of the expiration of the 18-month period set forth in paragraph (a) above (and not as the result of a Default Event), at the election of New Operator, the term of this Agreement shall be extended for an additional twelve (12) months (the "Extension Term"), upon the

expiration of which period this Agreement shall terminate and all of the provisions of this Section 6.6 shall apply, except that the New Operator shall not have the right to any further extension of this Agreement;

(ii) The Interim Sublease shall be extended for the Extension Term; and

(iii) New Operator shall continue to cooperate with Licensee in connection with the closure of the facility.

(e) Upon termination of this Agreement, except as set forth above, the parties will have no further obligations to each other under this Agreement or the Interim Sublease, except for those obligations that expressly survive the expiration or earlier termination of this Agreement; provided that the effect of such termination of this Agreement shall not be deemed to release, or limit the liabilities of, any party from any liability or damages arising in indemnity or from any breach or misrepresentation by a party hereunder, or under any other document, instrument or certificate executed and delivered by a party in connection herewith or therewith.

(d) As used herein, “Approved Replacement Operator” means a proposed replacement operator who (a) is approved by Licensee, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) will enter into a management and operations transfer agreement substantially in the form of this Agreement with Licensee as promptly as is necessary, in Licensee’s determination, to preserve Licensee’s skilled nursing facility license and Medicare and Medi-Cal provider agreements for the Facility.

**7. Admission Agreements.** On the Transition Date, pursuant to the Assignment of Admission Agreements Licensee will assign to New Operator and New Operator will assume all of Licensee’s right, title and interest in and to and obligations accruing on and after the Transition Date under the admission agreements with the persons who are residing at the Facility on the Transition Date (the “Assigned Admission Agreements”) and thereafter. Although the assignment of the Assigned Admission Agreements shall be effective on the Transition Date, as provided in the Assignment of Admission Agreements, New Operator agrees to perform all of the obligations of Licensee relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

**8. Transfer of Resident Funds.**

8.1 On the Transition Date, Licensee shall deliver to New Operator all petty cash held for and on behalf of residents at the Facility (collectively the “Resident Funds”), and New Operator hereby agrees that it will accept such Resident Funds in trust for the residents/responsible parties and be solely accountable to the residents/responsible parties for such Resident Funds in accordance with the terms of this Agreement and applicable statutory and regulatory requirements.

8.2 On or before the Transition Date, Licensee shall prepare a final reconciliation comparing the actual Resident Trust Fund balance on the Transition Date to the amount of the Resident Funds transferred to New Operator on the Transition Date, and, to the

extent the former exceeds the latter, Licensee shall remit such excess to New Operator or to the extent the latter exceeds the former, New Operator shall remit such excess to Licensee.

8.3 New Operator shall have no responsibility as to the applicable resident/responsible party and regulatory authorities for any shortfall in the event the Resident Funds delivered by Licensee to New Operator pursuant to Section 8.2 are demonstrated to be less than the full amount of the Resident Funds for such resident as of the Transition Date or for claims which arise from actions or omissions of Licensee with respect to the Resident Funds prior to the Transition Date but all of the foregoing shall be and remain the responsibility of Licensee and Licensee shall indemnify, defend, protect and hold New Operator harmless from the same.

8.4 Upon transfer of all of the Resident Funds to New Operator, Licensee shall have no responsibility to the applicable resident/responsible party and regulatory authorities with respect to any Resident Funds delivered to New Operator.

**9. Cost Reports.** Licensee shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any final cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service before the Operations Transfer Date. New Operator shall timely prepare and file with the appropriate Medicare and Medi-Cal agencies any cost reports with respect to its operation of the Facility which are required to be filed by law under the terms of the Medicare and Medi-Cal programs for dates of service on and after the Operations Transfer Date. Within five (5) business days of request by either Licensee or New Operator shall provide the other with copies of such cost reports, together with copies of any amendments thereto and correspondence related to such final cost reports. Licensee shall pay for any costs related to the preparation or filing of cost reports or Medi-Cal cost audits for any period prior to the Operations Transfer Date and New Operator shall pay any costs related to the preparation or filing of costs reports or Medi-Cal cost audits for periods from and following the Operations Transfer Date. In the event Licensee fails to timely file any cost report, New Operator shall have the right to do so in Licensee's name and at Licensee's expense.

## **10. Employees.**

10.1 Licensee shall terminate all of the Facility employees effective as of 11:59 p.m. on the day immediately prior to the Operations Transfer Date. Licensee shall pay directly to such employees any unpaid wages, all earned and accrued employee wages and benefits (including, without limitation, vacation, sick pay, holiday pay and paid time off). New Operator acknowledges that Licensee has provided New Operator with a list of all Facility employees and Licensee shall permit New Operator, in cooperation and coordination with Licensee, to meet with all employees of the Facility prior to the Operations Transfer Date and to advise them of New Operator's plans with respect to the hiring of the employees of the Facility and the continuation of benefits which will be offered to the employees of the Facility after the Operations Transfer Date.

10.2 New Operator hereby covenants and agrees (a) it shall offer to hire on the Operations Transfer Date and retain for a period of at least sixty (60) days after the Operations Transfer Date all of the employees at the Facility (specifically excluding the administrator and the director of nursing) and all shall be Hired Employees under this Agreement, (b) it shall not terminate



the employment of any of the Hired Employees during such sixty (60) day period, except for cause, and (c) during such sixty (60) day period, it will not reduce the wages and/or benefits of any of the Hired Employees nor alter the terms and conditions of employment, economic or otherwise, of such Hired Employees. In connection therewith, New Operator shall make a written offer of employment to each employee of the Facility (other than the administrator and director of nursing) at least ten (10) days prior to the Operations Transfer Date (an “Employment Offer”). Each Employment Offer must be in each employee’s primary language or another language in which such employee is literate and must state the time within which the employee may accept the offer, which time period may not be less than ten (10) days.

10.3 It is the understanding and belief of Licensee and New Operator that Licensee currently employs approximately \_\_\_\_ employees at the Facility, but that Licensee is not required to give notice to the employees of the Facility of the “closure” thereof under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) or under any comparable State law, because of the assurances provided by New Operator in Section 10.2. New Operator has advised the Licensee that it does not want Licensee to deliver any such notices to the employees, and in reliance on New Operator’s assurance, Licensee has agreed that a closure notice will not be provided to the employees of the Facility as of the Operations Transfer Date.

10.4 The employees who accept offers of employment from the New Operator as of the Operations Transfer Date shall be referred to as the “Hired Employees.” Licensee, or any of its affiliates, shall have the right to retain or offer to employ any employee who is not a Hired Employee, including without limitation any employee who declines to accept employment with New Operator.

10.5 Licensee acknowledges and agrees that New Operator is not assuming any of Licensee’s obligations to its employees under Section 601, et seq. of ERISA and Section 4980B of the Internal Revenue Code (“COBRA”) or otherwise. Notwithstanding the foregoing, New Operator will offer to the Hired Employees the right to participate in New Operator’s health insurance program as of the Operations Transfer Date.

10.6 New Operator hereby agrees to indemnify, protect, defend and hold harmless Licensee from any loss, cost or expense Licensee actually incurs as a result of a failure to give any required notice under the WARN Act or any comparable state law.

## **11. Costs And Prorations.**

11.1 As between New Operator and Licensee, Facility revenues (including, without limitation, any amount paid to Licensee prior to the Operations Transfer Date for services to be rendered on and after the Operations Transfer Date from social security payments, private pay patients’ security deposits and prepayments, applied income payments, resident trust prepayments, etc.), Facility operating expenses, bed taxes, utility charges for the billing period in which the Operations Transfer Date occurs, real and personal property taxes (except as otherwise provided herein) and prepaid expenses, the premiums for any flood insurance coverage which may be in effect with respect to the Facility and provide coverage for the benefit of New Operator with respect to a period which extends beyond the Operations Transfer Date and other related items of revenue or expense attributable to the Facility (excluding, however, prepaid license fees) shall be

prorated between Licensee and New Operator as of the Operations Transfer Date. In general, such prorations shall be made so that as between New Operator and Licensee, Licensee shall be reimbursed for prepaid expense items to the extent that the same are applied to expenses attributable to periods on and after the Operations Transfer Date and Licensee shall be charged for unpaid expenses to the extent that the same are attributable to periods prior to the Operations Transfer Date. This provision shall be implemented by New Operator remitting to Licensee any invoices (or the applicable portion thereof in the case of invoices which cover periods both prior to and after the Operations Transfer Date) which describe goods or services provided to the Facility before the Operations Transfer Date and by New Operator assuming responsibility for the payment of any invoices (or portions thereof) which describe goods or services provided to the Facility on and after the Operations Transfer Date; provided, however, that notwithstanding any provision of this Agreement to the contrary, any and all deposits paid by Licensee with respect to the Facility, including without limitation, any and all lease, security and/or utility deposits paid to, and/or cash or other collateral held by, any landlord, utility, insurance company or surety shall remain the sole and exclusive property of Licensee, and New Operator shall have no right or interest therein or thereto, and to the extent that Licensee does not receive a return of any such deposit on the Operations Transfer Date and such security deposit has been assumed by New Operator, New Operator shall reimburse the Licensee on the Operations Transfer Date the full amount of any such security deposit assumed by New Operator.

11.2 All such prorations shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to Licensee. Utility charges which are not metered and read on the Operations Transfer Date shall be estimated based on prior charges and shall be re-prorated upon receipt of statements therefor as of the Operations Transfer Date. New Operator shall obtain its own insurance coverage covering all periods commencing on and after the Operations Transfer Date and for the duration of the Management Period and shall name Licensee as an "Additional Insured" to said insurance coverage policies.

11.3 All amounts which are subject to proration under the terms of this Agreement and which require adjustment after the Operations Transfer Date shall be settled within ten (10) days after the Operations Transfer Date or, in the event the information necessary for such adjustment is not available within said ten (10) day period, then within seven (7) business days of receipt of information by either party necessary to settle the amounts subject to proration.

11.4 On the Operations Transfer Date, Licensee may remove from the Facility any petty cash and any other funds maintained at or for the Facility immediately prior to the Operations Transfer Date, other than resident trust funds, which shall be handled in the manner set forth in Section 8.

11.5 In addition to any costs for which New Operator is responsible under Section 5 hereof, New Operator shall be solely responsible for all costs, fees and expenses incurred by it in connection with the transfer of operations of the Facility as contemplated hereunder, including but not limited to the cost of any training of the Facility's employees which it may elect to undertake with the approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed, provided such training is conducted in a manner which does not disrupt the operation of the Facility prior to the Operations Transfer Date, and the cost of any due diligence

that it undertakes in furtherance of such transfer of operations, including but not limited to, the costs of any examination or copying by New Operator or its agents of any books, records, patient files or other operational or fiscal information and data of any kind of Licensee or the Facility. In furtherance and not in limitation of the foregoing, in the event that in the process of any such employee training and/or due diligence examinations Licensee shall incur any out of pocket costs or expenses related to the use of its employees, equipment and/or the provision of any such information, New Operator shall, within seven (7) days after a written demand therefor accompanied by reasonably detailed supporting documentation, reimburse Licensee for all of such out of pocket costs and expenses.

## **12. Access to Records.**

12.1 On the Operations Transfer Date, Licensee shall deliver to new operator all records necessary to the efficient, continued operation of the facility, subject to the provisions below.

12.2 Nothing herein shall be construed as precluding Licensee from removing from the Facility originals of employee records, all of which shall be and remain the property of Licensee, provided, however, Licensee will not remove such records until such time as New Operator advises Licensee that it has made a copy of any portion of the employee records which are required to be maintained by New Operator to comply with applicable law, which copies shall be made by New Operator (i) only after New Operator has secured the written consent of the affected employees and (ii) as promptly as possible, but not later than thirty (30) days, after the Operations Transfer Date, it being understood and agreed, however, that in light of the methods used by Licensee to electronically maintain its employee records and to store the same with a third party vendor, Licensee is not making any representation or warranty as to the ability of New Operator to make a copy of the such employee records or as to the accuracy or completeness of the employee records. Should New Operator not be able to secure written consent from certain affected employees or if such employees employment with Licensee has previously terminated, and New Operator cannot make a copy of certain employment records, Licensee will grant access to such employee records to New Operator, within a reasonable time, if permitted by applicable law and if New Operator is required to produce such records pursuant to any licensure or certification survey, inspection, investigation or as otherwise required by law. Notwithstanding anything herein to the contrary, Licensee shall not be required to deliver to New Operator background checks, drug test results or other employee records that are produced and maintained by third party vendors.

12.3 Nothing herein shall be construed as precluding Licensee from removing the following records from the Facility, which New Operator may make copies at its sole expense to the extent necessary to facilitate the provisions of this agreement: (a) the originals of the financial records which relate to its operations at the Facility, including all accounts payable and accounts receivable records (provided that Licensee shall make at its expense and leave at the Facility such financial records as may be necessary to enable New Operator to comply with its obligations under this Agreement, and to ensure compliance by Licensee with its obligations, (b) the originals of all performance improvement data for the preceding twelve (12) months, (c) originals of employee records for all former employees that are not Hired Employees and copies of employee records for all Hired Employees, (d) originals of patient records for all former

patients no longer residing at the Facility, (e) copies of records for all current patients residing at the Facility, and (f) legacy records stored either on-site or off-site.

12.4 Notwithstanding anything to the contrary in this Agreement, Licensee and New Operator agree that all information, records and data collected or maintained regarding Facility residents shall be confidential. Licensee, New Operator, and their respective employees and agents shall maintain the confidentiality of all Facility resident information received in accordance with applicable California and federal laws, including HIPAA, the health insurance portability and accountability act of 1996 (public law 104-91) (“HIPAA”) the health information technology for economic and clinical health act public law 111-005 (“HITECH”) and the regulations issued in connection therewith. No employee or agent of Licensee or New Operator shall discuss, transmit or narrate in any manner any Facility resident information of a personal, medical, or other nature except as a necessary part of providing services to the resident, effectuating a transfer of the Facility operations, or otherwise fulfilling its obligations under this Agreement or under law. The obligations under this Section 12 shall survive the termination of this Agreement, whether by rescission or otherwise as amended and the regulations issued in connection therewith.

12.5 From and after the Operations Transfer Date, New Operator shall allow Licensee and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Operations Transfer Date, to the extent reasonably necessary to enable Licensee to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for Licensee to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due Licensee and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to and including the Operations Transfer Date.

12.6 From and after the Operations Transfer Date, Licensee shall allow New Operator and its agents and representatives to have reasonable access to (upon reasonable prior notice and during normal business hours), and to make copies of, the books and records and supporting material of the Facility relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable New Operator to among other things investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns, to complete/revise, as needed, any patient assessments which may be required for New Operator to seek reimbursement for services rendered prior to the Operations Transfer Date, to verify accounts receivable collections due New Operator and to file exceptions to the Medicare routine cost limits for the cost reporting periods prior to the Operations Transfer Date.

12.7 Licensee shall have the right, at Licensee’s sole cost and expense, five (5) days after the delivery of a reasonable request therefore to New Operator to enter the Facility and remove originals or copies of any such records delivered to New Operator; *provided, however*, that if directed by Licensee in its request to New Operator, New Operator shall within such five (5) day period, forward such records to Licensee, at Licensee’s sole cost and expense, to the address designated by Licensee; and provided, further, that if, for purposes of litigation involving a patient or employee to whom such record relates, an officer of or counsel for Licensee certifies that an

original of such record must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation then the records so delivered or removed shall be an original. Licensee's request to New Operator to enter the Facility shall be made in writing and state the date upon which the entry to the Facility is required. Any record so removed shall promptly be returned to New Operator following its use, and nothing herein shall be interpreted to prohibit New Operator from retaining copies of any such documents. Nothing hereinabove shall limit, reduce or restrict the Licensee's access to the Facility, during the Term of the Management Period in connection with any of the Licensee's rights, duties or obligations under this Agreement or that are required statutorily as the Licensee of the Facility.

12.8 New Operator agrees to maintain such books, records and other materials comprising records of the Facility's operations, including, but not limited to, patient records and records of patient funds, to the extent required by law, which relate to the period preceding the Operations Transfer Date and which have been delivered to New Operator by Licensee in conjunction herewith. If upon the expiration of any legislatively mandated retention period for such books and records, New Operator decides to dispose of or destroy such books and records, New Operator shall provide Licensee thirty (30) days advance notice of such decision, and New Operator shall, upon receipt of a written request from Licensee, allow Licensee a reasonable opportunity to remove such books and records, at Licensee's sole cost and expense, from the Facility.

12.9 New Operator acknowledges and agrees that the books, records and other material described in this Section 12 are unique, that in the event of a breach by New Operator of its obligations under this Section 12, Licensee would suffer injury for which it would not be fully compensated with monetary damages and accordingly that in the event of a breach by New Operator of its obligations under this Section 12, in addition to all other remedies, Licensee shall be entitled to seek to enjoin a breach by New Operator of its obligations under this Section 12 and/or to specifically enforce the obligations of New Operator hereunder.

**13. Operating Contracts.** Any contracts entered into by Licensee prior to the Operations Transfer Date involving the operations of the Facility and/or reimbursements for such operations, including, but not limited to Medicare, Medi-Cal and managed care contracts (to the extent lawfully assignable) are referred to herein as "Operating Contracts." On the Operations Transfer Date, Licensee shall assign to New Operator, such Operating Contracts that New Operator, in its sole and absolute discretion, elects to assume as set forth on Schedule 1 hereto (collectively, the "Assigned Contracts"), and New Operator agrees to assume the same, provided however, New Operator shall not assume any obligations or liabilities arising thereunder prior to the Operations Transfer Date. Notwithstanding anything to the contrary in the foregoing, Licensee shall not voluntarily terminate any managed care contracts for the Facility without the prior written consent of New Operator and New Operator shall provide Licensee advance notice should it: a) elect to terminate or not renew any such contract; or b) become aware any such contract is involuntarily terminated. For the avoidance of doubt during the Billing Period, New Operator shall have the right to bill for services under any third-party payor contract, whether or not such Operating Contract is an Assigned Contract, but Licensee shall not bear any responsibility for payment to New Operator for any such billing.

**14. Proprietary information and materials.** New Operator acknowledges and agrees that any and all proprietary and confidential materials and information located at and used in connection with the operation of the Facility, which are not being transferred to New Operator pursuant to this Agreement, shall be and remain the property of Licensee, and accordingly, that Licensee may remove all of such materials and information from the Facility on or immediately before the Operations Transfer Date.

**15. Incorporation of Indemnification Provisions Under PSA.** Licensee and New Operator acknowledge and agree that to the extent that either party suffers any Losses (as such term is defined in Section 8.01(a) in the Purchase Agreement) as a result of the other parties' breach of its representations, warranties and obligations under this Agreement, that all such claims in connection with such Losses under this Agreement, shall be expressly subject to the terms, conditions and procedures set forth in the indemnification provisions in Article VIII of the Purchase Agreement, and all subparts thereto, the terms of which are hereby incorporated into this Agreement by this reference as if fully set forth herein.

**16. Further assurances.** Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**17. Notices.** All notices to be given by either party to this agreement to the other party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the united states mail, certified or registered, postage prepaid, return receipt requested, (c) sent by national overnight courier service with confirmed receipt, or (d) email transmission (provided a copy is thereafter promptly delivered by one of the other means set forth in this Section 17), each addressed as follows:

If to New Operator: c/o Cypress Healthcare Group LLC  
2266 Lava Ridge Ct., Ste 105  
Roseville, CA 95661  
Attn: Jack Sanofsky  
Email: [jack@cypressh.com](mailto:jack@cypressh.com)

With copies to : Sternshein Legal Group LLP  
(which shall not 5316 E. Chapman Avenue  
constitute notice) Orange, CA 92869  
Attention: Jai Chung, Esq.  
Email: [jai@sternsheingroup.com](mailto:jai@sternsheingroup.com)

If to Licensee:

With copies to:

Any such notice shall be deemed delivered when actually received or when delivery is first refused regardless of the method of delivery used. Any party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto. Although either party shall have the right to change its address for notice purposes from time to time, any notice delivered to the address set forth in this Section 17, or to such other address as may be hereafter specified in writing in accordance with this Section 17 shall be effective even if actual delivery cannot be made as a result of a change in the address of the recipient of such notice and the party delivering the notice has not received actual written notice in accordance with the provisions of this Section 17 of the current address to which notices are to be sent.

**18. Payment of Expenses.** Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

**19. Reserved**

**20. Entire Agreement; Amendment; Waiver.** This Agreement, together with the other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

**21. Assignment.** Licensee may not assign its rights nor delegate its duties hereunder to anyone without the prior written consent of New Operator. New Operator may not assign its rights and/or delegate its duties hereunder without the prior written consent of Licensee. The consent of both parties will not be unreasonably withheld.

**22. No Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this agreement except as expressly provided.

**23. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**24. Counterparts.** This agreement may be executed and delivered via facsimile and in one or more counterparts and all such counterparts taken together shall constitute a single original agreement.

**25. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Newport Beach, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**26. Costs and attorneys' fees.** In the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to collect from the other its reasonable costs and attorneys' fees, including its costs and fees on appeal.

**27. Construction.** Both parties acknowledge and agree that they have participated in the drafting and negotiation of this agreement. Accordingly, in the event of a dispute between the parties hereto with respect to the interpretation or enforcement of the terms hereof no provision shall be construed so as to favor or disfavor either party hereto. All references to "applicable law" herein shall refer to laws, statutes, rules, regulations and judicial or administrative interpretations thereof.

**28. Opening mail.** From and after the operations transfer date, New Operator shall be authorized to open mail addressed to licensee received at the facility. All mail received at the facility relating to Licensee's operation of the facility prior to the Operations Transfer Date shall be promptly delivered to Licensee by new operator at the address set forth in Section 17, with all such mail to be deposited in the United States mail, certified or registered, postage prepaid, return receipt requested within five (5) days of receipt.

**29. Protected Health Information.** The parties acknowledge that in performing its obligations under Sections 2 and 3 of this Agreement, New Operator will be a business associate of Licensee, as that term is defined in 45 CFR § 160.130. Accordingly, the parties adopt and incorporate by reference the provisions of the Business Associate Addendum attached to this Agreement as "Exhibit E."

**30. Transition Services.** For a period of five (5) business days following the Operations Transfer Date, New Operator shall permit Licensee to reasonably utilize the services of the business office managers employed at the Facility for the purposes of assisting Licensee in preparing its month end accounting close and preparing financial statements. In addition, for thirty (30) days following the Operations Transfer Date, New Operator shall grant Licensee reasonable access to any employees of the Facility that enter Minimum Data Set information with respect to the Facility.

**31. Successors.** Subject to the express provisions of this Agreements, the covenants and agreements contained in this Agreement bind and inure to the benefit of Licensee, New Operator, and their respective successors and assigns.



**32. Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**33. Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Management and Operations Transfer Agreement as of the day and year first set forth above.

**LICENSEE:**

[ \_\_\_\_\_ ], LLC,  
A [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

## **LIST OF SCHEDULES AND EXHIBITS**

Schedule 1 – Operating Contracts

Exhibit A – Interim Sublease Agreement

Exhibit B – Bill of Sale

Exhibit C – Form of Assignment and Assumption of Admission Agreements

Exhibit D – Assignment and Assumption of Agreements

Exhibit E – Business Associate Addendum

**Schedule 1**  
**Operating Contracts**

## EXHIBIT A

### FORM OF INTERIM SUBLEASE AGREEMENT

#### INTERIM SUBLEASE AGREEMENT

This INTERIM SUBLEASE AGREEMENT (this “Sublease”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between [\_\_\_\_\_] LLC, a California limited liability company (“New Operator”), and [\_\_\_\_\_] a [\_\_\_\_\_] limited liability company (“Licensee”).

New Operator is the tenant of the [\_\_\_\_]-bed skilled nursing facility known as \_\_\_\_\_, located at [\_\_\_\_\_]. New Operator is leasing the Facility from Purchaser under the New Lease (as each such terms are defined in the Management Agreement (as defined below)). As used herein, the term the “Facility” refers to the real property described above, all improvements located on that real property, and the fixtures, furnishings, equipment and other personal property used in the management and operation thereof.

New Operator has applied for a license to operate the Facility as a skilled nursing facility (the “License”) from the California Department of Public Health (“CDPH”). Until the License is issued to New Operator by CDPH, New Operator desires for Licensee to remain in legal possession of the Facility so that Licensee's license to operate the Facility will remain in effect.

Concurrently with the execution of this Sublease, New Operator and Licensee have entered into a Management and Operations Transfer Agreement (the “Management Agreement”), pursuant to which New Operator shall manage the Facility under Licensee's existing license during the term of the Management Agreement, as set forth therein.

New Operator desires to sublease the Facility to Licensee and Licensee desires to sublease the Facility from New Operator on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DESCRIPTION OF THE PREMISES:**

New Operator hereby subleases to Licensee and Licensee subleases from New Operator the Facility. The Facility shall be hereinafter referred to as the “Leased Premises.”

2. **TERM; TERMINATION:**

2.1 Term. The term of this Sublease shall commence on the Operations Transfer Date (as defined in the Management Agreement), and shall continue in effect until the Termination Date, as defined in Section 6.6 of the Management Agreement, subject to extension as provided in Section 6.6 of the Management Agreement.

3. **PAYMENTS BY LICENSEE:**

Commencing on the Effective Date, Licensee shall pay to New Operator as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year, payable in advance.

4. **PAYMENTS BY NEW OPERATOR:**

4.1 **Utilities.** New Operator shall pay all water, gas, heat, light, power, telephone service and all other utility services supplied to the Leased Premises during the term hereof.

4.2 **Taxes.** New Operator shall pay all real and personal property taxes, assessments and levies of any kind or nature whatsoever taxed, assessed, levied or imposed upon or against the Leased Premises during the term hereof.

4.3 **Insurance.** New Operator shall pay all insurance premiums for all insurance coverage required of the New Operator as lessee under the New Lease (as defined in the Management Agreement). New Operator covenants and agrees that all of the property constituting the Leased Premises is covered as of the date hereof and will be covered at all times by general liability, fire, theft and property damage insurance. All such insurance shall name New Operator and Licensee as insureds as their respective interests may appear.

4.4 **Repairs and Maintenance; Alterations.** New Operator shall pay all costs of repairing and maintaining the Leased Premises and every part thereof in good and sanitary order, condition and repair during the term hereof, reasonable wear and tear excepted. Licensee shall not make any alterations or changes to the Leased Premises without the prior written approval of New Operator in its sole discretion.

5. **USE.**

Licensee shall use the Leased Premises for the operation of a skilled nursing facility. New Operator agrees to apply for and devote its best efforts toward obtaining a new skilled nursing facility license.

6. **COUNTERPARTS.**

This Sublease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EVIDENCING their agreement on the above terms and conditions, New Operator and Licensee have executed this Sublease as of the date first written above.

**“NEW OPERATOR”**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**“LICENSEE”**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**EXHIBIT B**

**FORM OF BILL OF SALE**

**BILL OF SALE**

The party who is a signatory hereto (“Seller”), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey upon [\_\_\_\_\_], a California limited liability company (“New Operator”), its successors and assigns forever, all of Seller’s right, title and interest in and to any and all Operations-Related Assets (as defined herein).

“Operations-Related Assets” shall mean those certain items of tangible personal property owned by Seller and now located at that certain skilled nursing facility known as \_\_\_\_\_, located at \_\_\_\_\_ (the “Facility”) and those certain items of intangible personal property owned by Seller and relating solely to the operation of the Facility, all of which are more particularly described on Schedule A, attached hereto and incorporated herein.

THE OPERATIONS-RELATED ASSETS ARE BEING TRANSFERRED IN “AS IS, WHERE IS” CONDITION, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER OF THE SUITABILITY THEREOF, THE DESIGN OR CONDITION THEREOF, THE MERCHANTABILITY THEREOF, THE FITNESS THEREOF FOR A PARTICULAR PURPOSE, THE PHYSICAL CONDITION THEREOF, THE QUALITY OF WORKMANSHIP THEREOF OR THE CONFORMITY THEREOF TO GOVERNMENTAL REQUIREMENTS, THE SELLER’S OWNERSHIP, USE, OPERATION OR MAINTENANCE THEREOF OR OTHERWISE WITH REGARD TO THE OPERATIONS RELATED ASSETS, TANGIBLE OR INTANGIBLE, WHETHER CONVEYED HEREBY, CONTAINED THEREIN, OR RELATED THERETO.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered to New Operator as of the Transition Date, as defined in that certain Management and Operations Transfer Agreement, dated the date hereof, by and between Seller and New Operator.

**SELLER:**

**NEW OPERATOR:**

[\_\_\_\_\_] a [\_\_\_\_\_] limited liability company

[\_\_\_\_\_] a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

By: \_\_\_\_\_  
Name:  
Title: Manager



**Schedule A to Bill of Sale  
Operations-Related Assets**

The “Operations-Related Assets” shall relate to the following tangible and intangible personal property relating to the Facility:

The business and operation of the Facility, including the following and limited to:

All of the interest of Seller in all contracts, agreements, leases, undertakings, commitments and other arrangements (the “Assigned Contracts”), to the extent assignable by Seller and expressly assumed by New Operator in accordance with the Management and Operations Transfer Agreement between Seller and New Operator dated \_\_\_\_\_, 2023 (the “MOTA”);

Funds held in trust (the “Trust Funds”) for residents of the Facility (“Residents”) and any and all deposits for prepaid room and service charges of the Residents relating to periods on or after the closing date;

All telephone numbers, fax numbers and e-mail addresses used by the Facility;

All resident/patient records relating to the Facility;

All current employee and payroll records;

To the extent assignable, all licenses and permits held or owned by the Seller relating to the ownership or operation of the Facility and the real property appurtenant thereto;

The Seller’s Medicare and Medi-Cal provider agreements and numbers, to the extent transferrable;

All of Seller’s rights in and to all assignable governmental permits, licenses, certificates and approvals in connection with the ownership or operation of the Facility and all assignable warranties of any contractor, manufacturer or materialman.

Notwithstanding anything herein to the contrary, any rights to payment for goods and services rendered by the Seller prior to the Operations Transfer Date, as set forth in the MOTA, are excluded from this Bill of Sale.

**EXHIBIT C**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ADMISSIONS AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, by and between [\_\_\_\_\_], a California limited liability company (“Assignor”), and [\_\_\_\_\_], a California limited liability company (“Assignee”), with reference to the following facts:

Assignee will apply a license from the California Department of Public Health (the “Facility License”) to operate the skilled nursing facility located at \_\_\_\_\_ (the “Facility”) and in connection therewith, Assignor has agreed to assign, transfer and convey to Assignee, upon receipt by Assignee of the License, to the extent assignable or transferable, all of Assignor’s right, title and interest in and to the Assigned Admission Agreements (as that term is defined in Section 7 of that Management and Operations Transfer Agreement date as of \_\_\_\_\_, 2023 between Assignor, as Licensee, and Assignee, as New Operator.

**NOW, THEREFORE**, in consideration of the foregoing and TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and effective upon receipt by Assignee of the License, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby assumes any and all obligations and liabilities under, all of the Assigned Admission Agreements.

Assignor remains liable for all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date and Assignor shall indemnify, defend, protect and hold Assignee harmless from and against all liabilities and obligations of Assignor relating to the Assigned Admission Agreements which accrued prior to the Operations Transfer Date.

Assignee agrees to perform all of the obligations of Assignor relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date, and Assignee shall indemnify, defend, protect and hold Assignor harmless from and against all liabilities and obligations relating to the Assigned Admission Agreements which accrue on or after the Operations Transfer Date.

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which when taken together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

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

Name:

Title: Manager

**ASSIGNEE:**

[ \_\_\_\_\_ ],  
a California limited liability company

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

Name:

Title: Manager

**EXHIBIT D**

**FORM OF ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

**ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (this “Agreement”), dated as of \_\_\_\_\_, is made by and between [\_\_\_\_\_] , a California limited liability company (the “Original Operator”), and [\_\_\_\_\_] LLC, a California limited liability company (the “New Operator”).

FOR VALUABLE CONSIDERATION, the Original Operator and the New Operator hereby agree as follows:

1. Original Operator hereby assigns, transfers, and sells to the New Operator all of Original Operator’s rights, title, and interest in and to all of the Agreements listed on Exhibit A attached hereto (the “Agreements”).
  
2. The New Operator hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, when due, the contractual obligations under the Agreements, solely to the extent arising on or after the date hereof; provided, however, that this Agreement excludes from its scope any and all liability for reimbursements, payments, goods or services delivered to, or performed for, the Original Operator on or before the date hereof.
  
3. Each of the New Operator and Original Operator hereby covenants and agrees that it will, at the other party’s request and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of assignment and performance, and take such other actions as may be reasonably necessary or appropriate, to cause the New Operator to more effectively assume and perform the Agreements.
  
4. Nothing herein shall be deemed to deprive the New Operator of any defenses, set-offs or counterclaims that the Original Operator may have had or that the New Operator shall have with respect to any of the Agreements (the “Defenses and Claims”). The Original Operator hereby transfers, conveys and assigns to the New Operator all Defenses and Claims with respect to the Agreements and agrees to cooperate with the New Operator in taking advantage of such Defenses and Claims as may be reasonably requested by the New Operator.
  
5. This Agreement is solely for the benefit of the parties hereto and shall not be deemed to provide any rights to any third party.

**NO MORE TEXT ON THIS PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**ORIGINAL OPERATOR:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**NEW OPERATOR:**

[ \_\_\_\_\_ ] LLC,  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**Exhibit A to Assignment of Agreements**

Agreements

## **EXHIBIT E**

### **Business Associate Addendum**

This BUSINESS ASSOCIATE ADDENDUM (“Addendum”) was entered into as of \_\_\_\_\_ (“Commencement Date”), by and between [\_\_\_\_\_], a \_\_\_\_\_ limited liability company (“Covered Entity”), and [\_\_\_\_\_], a California limited liability company (“Business Associate”). Covered Entity is referred to below as “CE”. Business Associate is referred to below as “BA”.

### **RECITALS**

A. Covered Entity is the licensed operator of that certain skilled nursing facility located at [\_\_\_\_\_] (the “Facility”);

B. Business Associate provides services to or on behalf of Covered Entity pursuant to the terms of that certain Management and Operations Transfer Agreement, dated as of \_\_\_\_\_ 2023, by and between Covered Entity and Business Associate (the “Agreement”), that may require Covered Entity to disclose the individually identifiable health information of some or all of its residents to Business Associate or may require Business Associate to create health information on behalf of Covered Entity, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### **AGREEMENT**

#### **1. DEFINITIONS**

1.1 **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

1.3 **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.6 **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

1.7 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.10 **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

1.11 **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 **Permitted Uses.** BA shall not use or disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the



Agreement and this Addendum. Further, BA shall not use or disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use or disclose Protected Information (a) for the proper management and administration of BA, (b) to carry out the legal responsibilities of BA, or (c) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2.2 Permitted Disclosures. If BA discloses Protected Information to a third party solely for the purpose described in clause (a) or (b) of Section 2.1, BA must obtain, prior to making any such disclosure, (a) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

2.3 Notice of Request for PHI. BA agrees to notify CE within two (2) business days of receipt of any request, subpoena or other legal process to obtain PHI or an accounting of PHI. CE in its discretion shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this section shall survive the termination of this Addendum.

2.4 Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

2.5 Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

2.6 Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

2.7 Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall promptly mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

2.8 Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

2.9 Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

2.10 Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility

to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.10 shall survive the termination of this Agreement.

2.11 Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

2.12 Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

2.13 Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

2.14 Business Associate’s Insurance. BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA’s use and disclosure of Protected Information under this Addendum.

2.15 Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and to mitigate any harmful effect of a use or disclosure of PHI and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.16 Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Agreement or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

2.17 Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

2.18 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Addendum by BA, or its employees or agents.

### 3. TERMINATION

3.1 Material Breach. A material breach by BA of any provision of this Addendum which is not cured to the reasonable satisfaction of CE within thirty (30) days of delivery of written notice thereof, specifying the breach in reasonable detail, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

3.2 Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (a) BA is named as a **defendant** in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3.3 Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. MISCELLANEOUS

4.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in accordance with the terms and provisions of Section 9 of this Agreement with CE as Operator and BA as Consultant.

4.2 Limitation of Liability. Any limitations of liability as set forth in the Agreement shall not apply to damages related to a breach of the BA's privacy or security obligations under the Agreement or Addendum.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4.4 Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

4.5 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) calendar days' written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to the preceding sentence, or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its reasonable and good faith discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

4.7 No Third-Party Beneficiaries. Nothing express or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.8 Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

4.9 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.10 Replaces and Supersedes Previous Business Associate Addendums or Agreements. This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date set forth above.

**COVERED ENTITY:**

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**BUSINESS ASSOCIATE:**

[ \_\_\_\_\_ ] LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**SECTION 999.5(d)(1)(B)**

**25) Letter of Intent from IEP dated February 9, 2023**



February 9, 2023

Dan Revie  
Ziegler – Managing Director

Via Email

**Re: Eskaton Portfolio - California**

Dear Mr. Revie

International Equity Partners, Inc. ("IEP or "Buyer") is pleased to submit the following non-binding letter of interest ("LOI") for the acquisition of the skilled nursing facilities identified on Exhibit A ("the Facilities", and each a Facility), from your client, Eskaton Properties ("Seller").

Buyer, and or it's designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment ("Real Property") associated with the Facilities. Buyer's assignees ("New Operators") will acquire mutually agreed upon assets of the business operations ("Business Assets") underlying the facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the "Transaction" herein contemplated in this LOI.

Neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement ("MOTA"), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the "Transaction Documents").

**Buyer Background:**

**International Equity Partners ("IEP")**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.





### Operator Background:

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics, and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$35,640,000 (\$90,000 per bed,) paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") to Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,250,000 ("Additional Deposit") to Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. Notwithstanding the foregoing, the failure of the Transaction to occur due to a rejection, blocking, or unacceptable required conditions by the Attorney General of Buyer or New Operator shall result in liquidated damages to Seller of \$250,000 from the Earnest Money.
- d. At Closing, The Earnest Money will be net against the Purchase Price.

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.

**Due Diligence Requests:** Requested critical diligence below:



- Explanations as to the background and history of PLCIL insurance loss run claims of:
  - 1005070
  - 1005350
  - 1005676
- In addition, any pending litigation not yet shown on any of the insurance loss runs given its open status.
- Most recent Workers Comp Mod Rate
- Recent 5 years loss runs for Property Related Insurance

**Due Diligence Period:** Within 7 business days of the receipt of the Due Diligence Requests outlined above Buyer and New Operator will waive its Due Diligence solely with respect to operational aspects of the Transaction ("Operations Due Diligence Period").

Provided Buyer is provided access to perform third party investigation reports immediately upon the full execution of this LOI (i.e. PCNA, Phase I, Survey, etc) Buyer will have thirty (30) days from the full execution of the Purchase Documents to waive its Due Diligence Period solely with respect to Environmental, Property Condition, and Zoning/Survey issues outlined by third party reports ("Third Party Due Diligence Period"). Together the Operations Due Diligence and Third Party Due Diligence Period comprise the Due Diligence Period.

**Closing:** Targeted to occur on or before July 1, 2023, provided all conditions to Closing have outlined in Transaction Documents have been met.

<b>Targeted Milestones:</b>	1/30/2023	LOI Fully Executed (commence AG package)
	2/06/2023	First Draft of Purchase Agreement Submitted
	2/17/2023	Draft CHOW application submitted.
	3/01/2023	Transaction Documents Signed & AG Package Submitted
	6/15/2023	Full AG Approval
	6/30/2023	Closing
	8/15/2023	CHOW Approval

**Other Closing Conditions:**

The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- All necessary regulatory approvals required for transitioning the Facilities;
- No open survey tags higher than "G" nor any ongoing admissions ban, excepting any temporary admissions ban related to a current outbreak of COVID-19 or other infectious disease;
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval
- Subject to Eskaton Board approval

**Operations Transfer:** Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement ("MOTA"). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its



licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTA shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and Medicaid Provider Agreement numbers which are "tied into" the new licenses. Buyer and/or its designees shall bear all expenses of operation during the term of the MOTA and retain any and all revenue accruing during this period.

In the event a CHOW is required prior to transition, Seller shall allow New Operator to utilize its Medicare and Medi-Cal provider numbers for billing until the numbers are tied into the new licenses. In such event, New Operator shall defend, indemnify, and hold harmless Seller from and against any legal or regulatory claims or causes of action which may arise from New Operator's use of Seller's provider numbers.

**Contracts**

Within 7 days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable in a timely basis.

**Confidentiality:**

Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources ("Confidential Third Parties") in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Employees**

Operator guarantees to hire substantially all Seller's facility-based employees.

**Exclusivity:**

Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the earliest of expiration of the Due Diligence Period or when the Buyer indicates they are no longer pursuing the transaction.

**Buyer Contact Information:**

Name	Company	Email	Role
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@lepcorp.com">Abe@lepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@lepcorp.com">Alex@lepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:jack@cypressdc.com">jack@cypressdc.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Siege Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhdc.com">rholland@whiteoakhdc.com</a>	Financing

We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

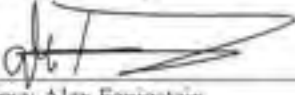
**SIGNATURES TO FOLLOW ON THE NEXT PAGE**



INTERNATIONAL  
EQUITY PARTNERS INC

**On Behalf of Buyer:**


International Equity Partners, Inc.  
A California Corporation

By 

Name: Alex Fenigstein  
Title: Vice President  
Date: 2/09/2023

ACKNOWLEDGED AND CONFIRMED THIS 10<sup>th</sup> DAY OF Feb. 2023

**On Behalf of Seller:**

By 

Name: Sheri Peiler  
Title: President, Eskaton  
Date: 2/10/2023



INTERNATIONAL  
EQUITY PARTNERS LLP

## Exhibit A

**Eskaton Care Center Fair Oaks**  
11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**  
455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**  
5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds

## SECTION 999.5(d)(1)(C)

**(C) A statement of all of the reasons the board of directors of applicant believes that the proposed agreement or transaction is either necessary or desirable**

The primary reasons for the sale are sustainability and focus. Financially, Eskaton's three stand-alone SNFs have not been financially sustainable in recent years. Eskaton's mission can be better served by repositioning resources into more viable activities. The current labor environment creates significant obstacles to being able to restore financial sustainability. The current and upcoming regulatory environment both increases the resources required to remain at the cutting edge of the skilled nursing industry, and also casts doubt on the likelihood of improvement of the financial picture for the foreseeable future.

Eskaton is a diverse organization which operates in numerous different regulatory environments (SNF, CCRC, stand-alone RCFE, home health, home care, and affordable housing). Many diversified not-for-profit aging services providers are struggling to operate sustainable SNFs right now. The organizations that are able to maintain sustainability tend to be hyper-focused on larger-scale SNF operations. Eskaton's board of directors believes it would be for the long-term benefit of Eskaton, of the three locations being sold, and of the population served by the SNFs to transfer ownership to a specialized operator that can keep them open sustainably into the future.

Eskaton's board governance adheres to a quarterly discipline of performing a Lifecycle analysis of its properties and services. This analysis is used to discern and discuss the entire portfolio of services and their overall status from "start-up" through "growth", "maturity" and "decline." At the governance level, the board discusses the art and science of planning effectively to ensure Eskaton's diverse portfolio of communities remains financially sustainable and can compete effectively within the market with new competitors and changing payer sources/contracts and that physical plant constraints are addressed proactively. Eskaton has used this Lifecycle analysis to have important conversations regarding a variety of Eskaton-owned entities, such as the sale of Eskaton Henson Manor, which was a moderate-income community where the physical plant restrictions (separate buildings with stair cases to 2<sup>nd</sup> level apartments with no elevators) failed to meet the board's expectations for aging-in-place for older adults. The board also sold Eskaton Fountainwood Lodge following many years of declining EBITDA and census, and experimenting with various models, such as the Assisted Living Waiver program. Eskaton determined that the aged asset with mostly studio accommodations did not meet competitive requirements for assisted living and memory care in the manner Eskaton provides in the region.

**SECTION 999.5(d)(2)**

**FAIR MARKET VALUE**

**(d)(2)(A)**

- (A) The estimated market value of all cash, property, stock, notes, assumption or forgiveness of debt, and any other thing of value that the applicant would receive for each health facility or facility that provides similar health care services covered by the proposed agreement or transaction.**

The estimated market value of the Fair Oaks, Greenhaven and Manzanita facilities, as stated in the APA, is \$35,640,000.

**SECTION 999.5(d)(2)(B)**

**(B) The estimated market value of each health facility, facility that provides similar health care services, or other asset to be sold or transferred by the applicant under the proposed agreement or transaction.**

The estimated fair market value of the Fair Oaks, Greenhaven and Manzanita facilities, as stated in the APA and referenced in Section 999.5(d)(2)(A), is \$35,640,000, based upon 8 proposals received in response to a competitive bidding process, in addition to the following sources:

1. Ziegler valuation of Fair Oaks, Greenhaven, and Manzanita dated July 20, 2022.
2. Fair Oaks Appraisal dated July 30, 2013.
3. Greenhaven Appraisal dated July 30, 2013.
4. Manzanita Appraisal dated July 30, 2013.



## **SECTION 999.5(d)(2)(B)**

- 1) Ziegler valuation of Fair Oaks, Greenhaven, and Manzanita dated July 20, 2022.**



# Eskaton Skilled Nursing Portfolio

## PRELIMINARY VALUE ESTIMATE

Summer 2022

**Dan Revie**

*Managing Director & Group Co-Head*  
Senior Housing & Care Finance Practice

[drevie@ziegler.com](mailto:drevie@ziegler.com)  
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**Michael McGinnis**

*Analyst*  
Senior Housing & Care Finance Practice

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(312) 596-1564

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Section I. – Estimation of Value

Section II. – Senior Housing & Care Finance Practice

Section III. – Ziegler Investment Banking

## SECTION I.

### ESTIMATION OF VALUE

# ESTIMATION OF PORTFOLIO VALUE

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

As requested, the following is Ziegler’s preliminary valuation estimate for Eskaton’s 391-bed / 3-community skilled nursing portfolio located in the greater Sacramento, California area (the “Portfolio”).

Ziegler relied, primarily, on a blend of two valuation methodologies to arrive at a range of values the Portfolio might achieve if properly marketed: the **Income Capitalization Approach** and the **Comparable Sales Approach**.

Ziegler thoroughly reviewed each community’s historical financial statements, census, unit mix, and other publicly available information on the Portfolio as part of this analysis. Additionally, Ziegler reviewed nationwide transaction data, transactions for comparable assets in the relevant market and region, as well as our own sales experience in California. Ziegler also conducted a preliminary review of the competitive marketplace, comparing the Portfolio’s base rates to the local and nationwide marketplace averages.

Given our team’s history of successfully transacting for our clients, Ziegler identified site-specific and external / market factors that will influence value, both positively and negatively, and incorporated their impact herein.

**Income Capitalization** – Ziegler typically applies suitable capitalization rates to historical cash flows and adjusted cash flows to arrive at a range of potential values. Given in-place historic cash flows and margins of the Portfolio, more relevance was placed on the comparable sales approach and our knowledge of these markets given our historical experience with comparable communities.

**Comparable Sales** – Ziegler has recent and relevant sell-side experience in California and throughout the country and unmatched expertise selling skilled nursing and senior housing communities/portfolios. We have identified “per bed” transaction values for comparable **Skilled Nursing** portfolios to illustrate the Portfolio’s intrinsic real estate value. Average per bed values – based on a subset of regional and local transactions, as well as Ziegler’s transaction experience – were applied to the go-forward unit capacity of 391 operating beds. A higher emphasis and weighting was placed on the comparable sales approach given the recent operational performance of the Portfolio.

<b>Estimated Valuation</b>	<b>\$35,190,000 – \$44,965,000</b>
<b>Value Per Bed*</b>	<b>\$90,000 – \$115,000</b>

\*Based on 391 operating beds.

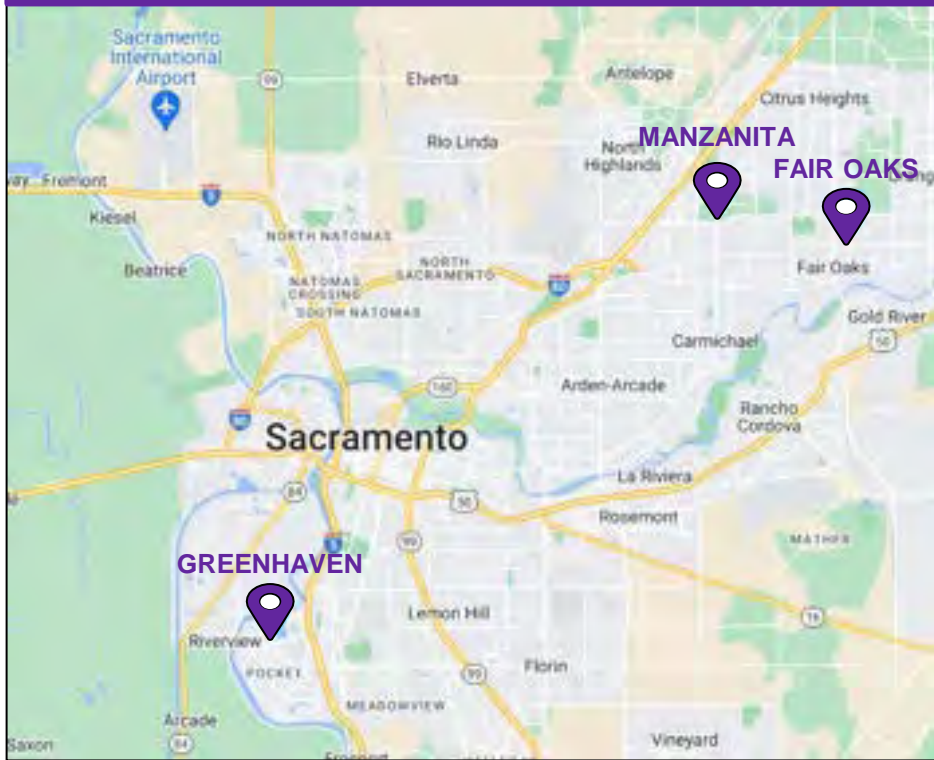
**NOTE:** For purposes of rendering a value estimate, Ziegler has relied upon information provided by management. Ziegler has not independently verified any of the foregoing information and has relied on it being complete and accurate in all material respects. It should be noted that Ziegler’s Senior Housing Care & Finance Practice (“SHCFP”) team has not toured the Portfolio, as such, the analysis represents a “best estimate” valuation and may be subject to change upon further analysis and vetting of the assets and marketplaces.

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# PORTFOLIO SUMMARY & OPERATIONS ANALYSIS

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

## Portfolio Footprint



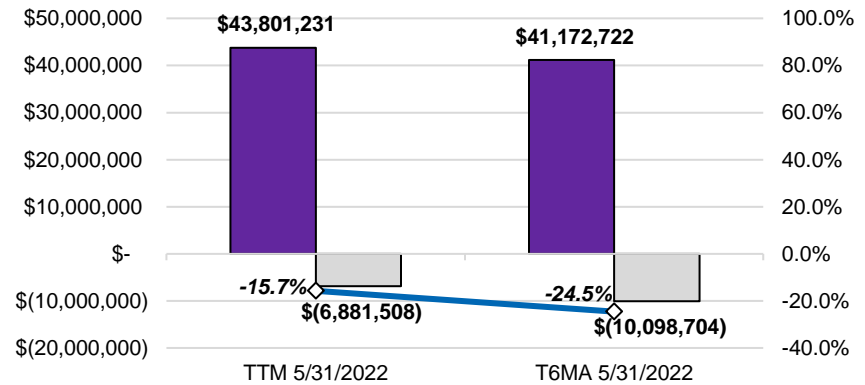
## Portfolio Characteristics

<b>Location:</b>	Greater Sacramento, California Area		
<b>Operating SNF Beds:</b>	95 + 148 + 148 = 391	<b>Average Overall CMS Star Rating:</b>	4.7
<b>Licensed SNF Beds:</b>	99 + 149 + 148 = 396	<b>May 2022 Occupancy %:</b>	71.7%

## Operations Analysis



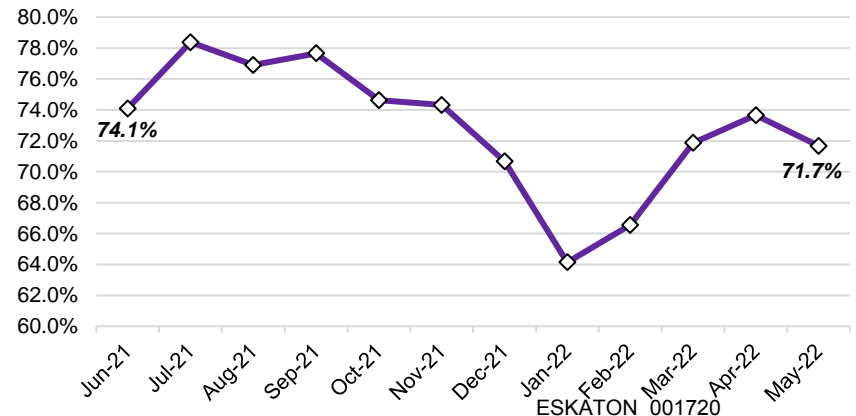
### Trailing Revenue & EBITDA\* Trends



■ Total Operating Revenue    ■ EBITDA    ◆ EBITDA Margin %



### Trailing Occupancy Trend



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\*EBITDA = Earnings Before Interest, Taxes, Depreciation, and Amortization.

# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER MANZANITA

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>													Mix %	
Private Pay Days	112	71	54	104	126	108	65	93	56	78	162	131	1,160	5.4%
Complex Care Days	96	153	155	108	50	8	19	26	92	61	75	-	843	3.9%
Other Managed Care Days	356	483	386	327	369	481	329	92	337	528	417	632	4,737	21.9%
Medicare Days	194	101	77	179	132	115	218	83	81	147	208	205	1,740	8.1%
Medi-Cal Days	1,005	1,038	1,042	1,043	1,201	1,182	1,169	1,083	960	1,040	927	863	12,553	58.1%
Hospice/Respite Days	85	60	28	5	30	-	-	59	56	87	79	89	578	2.7%
<b>Total SNF Patient Days</b>	<b>1,848</b>	<b>1,906</b>	<b>1,742</b>	<b>1,766</b>	<b>1,908</b>	<b>1,894</b>	<b>1,800</b>	<b>1,436</b>	<b>1,582</b>	<b>1,941</b>	<b>1,868</b>	<b>1,920</b>	<b>21,611</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	
<b>Overall SNF Occupancy %</b>	<b>64.8%</b>	<b>64.7%</b>	<b>59.2%</b>	<b>62.0%</b>	<b>64.8%</b>	<b>66.5%</b>	<b>61.1%</b>	<b>48.8%</b>	<b>59.5%</b>	<b>65.9%</b>	<b>65.5%</b>	<b>65.2%</b>	<b>62.3%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 859,695	\$ 901,881	\$ 828,241	\$ 828,835	\$ 847,604	\$ 850,415	\$ 778,240	\$ 663,404	\$ 763,138	\$ 910,836	\$ 880,601	\$ 867,608	\$ 9,980,498	\$ 461.82
Ancillary Revenues	195,467	205,900	165,461	176,190	174,719	168,216	144,840	59,552	171,238	287,449	218,891	252,490	2,220,413	102.74
Gross SNF Patient Revenue	1,055,162	1,107,781	993,702	1,005,025	1,022,323	1,018,631	923,080	722,956	934,376	1,198,285	1,099,492	1,120,098	12,200,911	564.57
Contractual Allowances	(149,400)	(69,164)	(135,239)	(174,843)	(96,706)	(86,343)	(87,669)	(130,390)	(194,222)	(207,074)	(99,946)	33,691	(1,397,305)	(64.66)
Net SNF Patient Revenue	905,762	1,038,617	858,463	830,182	925,617	932,288	835,411	592,566	740,154	991,211	999,546	1,153,789	10,803,606	499.91
Other Operating Revenues	1,405	1,629	1,587	1,365	1,555	12,169	1,267	1,059	1,233	1,616	1,668	1,412	27,965	1.29
<b>Total Operating Revenue</b>	<b>\$ 907,167</b>	<b>\$ 1,040,246</b>	<b>\$ 860,050</b>	<b>\$ 831,547</b>	<b>\$ 927,172</b>	<b>\$ 944,457</b>	<b>\$ 836,678</b>	<b>\$ 593,625</b>	<b>\$ 741,387</b>	<b>\$ 992,827</b>	<b>\$ 1,001,214</b>	<b>\$ 1,155,201</b>	<b>\$ 10,831,571</b>	<b>\$ 501.21</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 530,996	\$ 557,086	\$ 527,019	\$ 540,953	\$ 592,532	\$ 521,672	\$ 551,861	\$ 514,776	\$ 534,536	\$ 691,318	\$ 598,386	\$ 651,854	\$ 6,812,989	\$ 315.26
Employee Benefits	182,885	198,488	187,853	178,566	186,346	187,773	195,501	194,762	174,777	197,675	193,495	191,802	2,269,923	105.04
Registry	45,377	58,776	39,822	39,707	131,647	126,744	79,508	49,390	91,751	78,672	81,781	77,260	900,435	41.67
Professional Fees	8,738	11,103	14,071	13,246	(477)	10,616	4,413	9,618	8,783	10,178	9,183	8,483	107,955	5.00
Supplies	56,352	54,463	54,299	64,745	59,954	70,940	11,329	72,084	21,678	58,298	54,644	51,412	630,198	29.16
Purchased Services	38,943	16,413	42,676	14,534	24,173	27,306	18,116	17,628	11,640	19,002	38,481	17,712	286,624	13.26
Ancillary Costs	82,728	45,418	59,790	105,737	54,171	104,570	18,449	(2,646)	67,922	110,978	68,749	86,086	801,952	37.11
Utilities	27,983	22,387	32,497	25,389	19,670	36,756	41,755	30,856	30,215	26,681	21,449	22,166	337,804	15.63
Insurance & Other	74,862	71,842	74,378	69,950	90,607	75,871	96,015	68,327	76,067	92,095	71,818	103,083	964,915	44.65
<b>Total Operating Expenses</b>	<b>\$ 1,048,864</b>	<b>\$ 1,035,976</b>	<b>\$ 1,032,405</b>	<b>\$ 1,052,827</b>	<b>\$ 1,158,623</b>	<b>\$ 1,162,248</b>	<b>\$ 1,016,947</b>	<b>\$ 954,795</b>	<b>\$ 1,017,369</b>	<b>\$ 1,284,897</b>	<b>\$ 1,137,986</b>	<b>\$ 1,209,858</b>	<b>\$ 13,112,795</b>	<b>\$ 606.76</b>
<b>EBITDAM</b>	<b>\$ (141,697)</b>	<b>\$ 4,270</b>	<b>\$ (172,355)</b>	<b>\$ (221,280)</b>	<b>\$ (231,451)</b>	<b>\$ (217,791)</b>	<b>\$ (180,269)</b>	<b>\$ (361,170)</b>	<b>\$ (275,982)</b>	<b>\$ (292,070)</b>	<b>\$ (136,772)</b>	<b>\$ (54,657)</b>	<b>\$ (2,281,224)</b>	<b>\$ (105.56)</b>
EBITDAM Margin %	-15.6%	0.4%	-20.0%	-26.6%	-25.0%	-23.1%	-21.5%	-60.8%	-37.2%	-29.4%	-13.7%	-4.7%	-21.1%	
5% Management Fee	45,358	52,012	43,003	41,577	46,359	47,223	41,834	29,681	37,069	49,641	50,061	57,760	541,579	25.06
<b>EBITDA</b>	<b>\$ (187,055)</b>	<b>\$ (47,742)</b>	<b>\$ (215,358)</b>	<b>\$ (262,857)</b>	<b>\$ (277,810)</b>	<b>\$ (265,014)</b>	<b>\$ (222,103)</b>	<b>\$ (390,851)</b>	<b>\$ (313,051)</b>	<b>\$ (341,711)</b>	<b>\$ (186,833)</b>	<b>\$ (112,417)</b>	<b>\$ (2,822,803)</b>	<b>\$ (130.62)</b>
EBITDA Margin %	-20.6%	-4.6%	-25.0%	-31.6%	-30.0%	-28.1%	-26.5%	-65.8%	-42.2%	-34.4%	-18.7%	-9.7%	-26.1%	

ESKATON\_001721



# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER FAIR OAKS

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>														Mix %
Private Pay Days	230	252	314	257	237	284	409	348	255	340	394	381	3,701	8.5%
Complex Care Days	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Other Managed Care Days	805	844	816	775	835	640	467	303	473	648	641	682	7,929	18.2%
Medicare Days	227	352	223	267	224	123	220	213	138	273	289	188	2,737	6.3%
Medi-Cal Days	2,396	2,560	2,525	2,475	2,579	2,346	2,323	2,322	2,005	2,109	2,024	2,237	27,901	64.1%
Hospice/Respite Days	123	105	130	98	122	97	91	76	53	111	120	154	1,280	2.9%
<b>Total SNF Patient Days</b>	<b>3,781</b>	<b>4,113</b>	<b>4,008</b>	<b>3,872</b>	<b>3,997</b>	<b>3,490</b>	<b>3,510</b>	<b>3,262</b>	<b>2,924</b>	<b>3,481</b>	<b>3,468</b>	<b>3,642</b>	<b>43,548</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	
<b>Overall SNF Occupancy %</b>	<b>85.2%</b>	<b>89.6%</b>	<b>87.4%</b>	<b>87.2%</b>	<b>87.1%</b>	<b>78.6%</b>	<b>76.5%</b>	<b>71.1%</b>	<b>70.6%</b>	<b>75.9%</b>	<b>78.1%</b>	<b>79.4%</b>	<b>80.6%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 1,465,211	\$ 1,595,794	\$ 1,539,336	\$ 1,494,938	\$ 1,545,559	\$ 1,336,810	\$ 1,329,197	\$ 1,308,092	\$ 1,181,129	\$ 1,421,864	\$ 1,420,336	\$ 1,479,654	\$ 17,117,920	\$ 393.08
Ancillary Revenues	314,802	326,523	314,015	322,385	348,379	280,614	250,553	170,586	209,646	327,978	328,855	288,995	3,483,331	79.99
Gross SNF Patient Revenue	1,780,013	1,922,317	1,853,351	1,817,323	1,893,938	1,617,424	1,579,750	1,478,678	1,390,775	1,749,842	1,749,191	1,768,649	20,601,251	473.07
Contractual Allowances	(110,070)	(30,055)	(176,595)	(179,547)	(263,409)	(148,565)	(207,336)	(196,133)	(191,753)	(242,044)	(186,009)	(175,839)	(2,107,355)	(48.39)
Net SNF Patient Revenue	1,669,943	1,892,262	1,676,756	1,637,776	1,630,529	1,468,859	1,372,414	1,282,545	1,199,022	1,507,798	1,563,182	1,592,810	18,493,896	424.68
Other Operating Revenues	549	340	278	303	262	301	217	381	373	1,900	2,084	360	7,348	0.17
<b>Total Operating Revenue</b>	<b>\$ 1,670,492</b>	<b>\$ 1,892,602</b>	<b>\$ 1,677,034</b>	<b>\$ 1,638,079</b>	<b>\$ 1,630,791</b>	<b>\$ 1,469,160</b>	<b>\$ 1,372,631</b>	<b>\$ 1,282,926</b>	<b>\$ 1,199,395</b>	<b>\$ 1,509,698</b>	<b>\$ 1,565,266</b>	<b>\$ 1,593,170</b>	<b>\$ 18,501,244</b>	<b>\$ 424.85</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 792,162	\$ 811,667	\$ 761,543	\$ 755,413	\$ 871,357	\$ 721,525	\$ 733,477	\$ 647,727	\$ 718,076	\$ 837,832	\$ 827,949	\$ 843,132	\$ 9,321,860	\$ 214.06
Employee Benefits	247,655	263,569	251,302	247,838	251,055	245,728	256,030	252,857	241,871	260,162	247,074	265,256	3,030,397	69.59
Registry	118,241	153,524	223,091	75,442	259,933	281,049	282,319	160,754	124,828	145,027	191,407	99,587	2,115,202	48.57
Professional Fees	8,121	4,847	5,313	4,493	5,033	10,657	4,083	3,253	22,683	14,436	3,243	4,273	90,435	2.08
Supplies	99,523	100,073	98,979	80,831	77,827	78,542	82,966	73,845	72,049	61,879	70,090	85,441	982,045	22.55
Purchased Services	53,102	37,668	22,107	28,591	62,310	18,783	42,875	36,354	19,227	22,860	27,540	31,795	403,212	9.26
Ancillary Costs	72,673	75,214	80,108	70,805	74,620	70,478	50,467	36,765	45,225	64,107	62,988	69,485	772,935	17.75
Utilities	32,044	32,819	33,408	31,629	27,567	27,571	31,124	31,566	25,759	27,264	25,651	32,370	358,772	8.24
Insurance & Other	116,757	116,565	116,402	119,396	115,746	114,661	116,393	113,352	104,411	112,598	109,143	107,777	1,363,201	31.30
<b>Total Operating Expenses</b>	<b>\$ 1,540,278</b>	<b>\$ 1,595,946</b>	<b>\$ 1,592,253</b>	<b>\$ 1,414,438</b>	<b>\$ 1,745,448</b>	<b>\$ 1,568,994</b>	<b>\$ 1,599,734</b>	<b>\$ 1,356,473</b>	<b>\$ 1,374,129</b>	<b>\$ 1,546,165</b>	<b>\$ 1,565,085</b>	<b>\$ 1,539,116</b>	<b>\$ 18,438,059</b>	<b>\$ 423.40</b>
<b>EBITDAM</b>	<b>\$ 130,214</b>	<b>\$ 296,656</b>	<b>\$ 84,781</b>	<b>\$ 223,641</b>	<b>\$ (114,657)</b>	<b>\$ (99,834)</b>	<b>\$ (227,103)</b>	<b>\$ (73,547)</b>	<b>\$ (174,734)</b>	<b>\$ (36,467)</b>	<b>\$ 181</b>	<b>\$ 54,054</b>	<b>\$ 63,185</b>	<b>\$ 1.45</b>
EBITDAM Margin %	7.8%	15.7%	5.1%	13.7%	-7.0%	-6.8%	-16.5%	-5.7%	-14.6%	-2.4%	0.0%	3.4%	0.3%	
5% Management Fee	83,525	94,630	83,852	81,904	81,540	73,458	68,632	64,146	59,970	75,485	78,263	79,659	925,062	21.24
<b>EBITDA</b>	<b>\$ 46,689</b>	<b>\$ 202,026</b>	<b>\$ 929</b>	<b>\$ 141,737</b>	<b>\$ (196,197)</b>	<b>\$ (173,292)</b>	<b>\$ (295,735)</b>	<b>\$ (137,693)</b>	<b>\$ (234,704)</b>	<b>\$ (111,952)</b>	<b>\$ (78,082)</b>	<b>\$ (25,605)</b>	<b>\$ (861,877)</b>	<b>\$ (19.79)</b>
EBITDA Margin %	2.8%	10.7%	0.1%	8.7%	-12.0%	-11.8%	-21.5%	-10.7%	-19.6%	-7.4%	-5.0%	-1.6%	-4.7%	

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# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER GREENHAVEN

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>														Mix %
Private Pay Days	138	234	149	72	88	102	182	211	131	93	96	97	1,593	4.1%
Complex Care Days	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Other Managed Care Days	524	608	669	655	390	447	419	222	175	378	400	299	5,186	13.3%
Medicare Days	144	218	145	118	79	175	65	17	77	143	180	74	1,435	3.7%
Medi-Cal Days	2,160	2,275	2,396	2,432	2,458	2,448	2,507	2,554	2,369	2,628	2,566	2,624	29,417	75.6%
Hospice/Respite Days	96	146	213	195	126	161	83	72	28	47	61	31	1,259	3.2%
<b>Total SNF Patient Days</b>	<b>3,062</b>	<b>3,481</b>	<b>3,572</b>	<b>3,472</b>	<b>3,141</b>	<b>3,333</b>	<b>3,256</b>	<b>3,076</b>	<b>2,780</b>	<b>3,289</b>	<b>3,303</b>	<b>3,125</b>	<b>38,890</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	
<b>Overall SNF Occupancy %</b>	<b>69.0%</b>	<b>75.9%</b>	<b>77.9%</b>	<b>78.2%</b>	<b>68.5%</b>	<b>75.1%</b>	<b>71.0%</b>	<b>67.0%</b>	<b>67.1%</b>	<b>71.7%</b>	<b>74.4%</b>	<b>68.1%</b>	<b>72.0%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 1,286,175	\$ 1,467,051	\$ 1,494,995	\$ 1,457,951	\$ 1,301,682	\$ 1,396,010	\$ 1,347,885	\$ 1,326,670	\$ 1,212,308	\$ 1,427,966	\$ 1,432,591	\$ 1,333,719	\$ 16,485,003	\$ 423.89
Ancillary Revenues	164,440	191,764	183,942	196,995	113,320	177,847	133,173	90,498	90,189	189,219	179,939	131,207	1,842,533	47.38
Gross SNF Patient Revenue	1,450,615	1,658,815	1,678,937	1,654,946	1,415,002	1,573,857	1,481,058	1,417,168	1,302,497	1,617,185	1,612,530	1,464,926	18,327,536	471.27
Contractual Allowances	(280,070)	(15,186)	(315,773)	(334,494)	(406,261)	(302,243)	(277,513)	(461,331)	(386,999)	(405,297)	(351,372)	(330,617)	(3,867,156)	(99.44)
Net SNF Patient Revenue	1,170,545	1,643,629	1,363,164	1,320,452	1,008,741	1,271,614	1,203,545	955,837	915,498	1,211,888	1,261,158	1,134,309	14,460,380	371.83
Other Operating Revenues	484	329	786	1,883	617	230	674	1,443	564	124	570	332	8,036	0.21
<b>Total Operating Revenue</b>	<b>\$ 1,171,029</b>	<b>\$ 1,643,958</b>	<b>\$ 1,363,950</b>	<b>\$ 1,322,335</b>	<b>\$ 1,009,358</b>	<b>\$ 1,271,844</b>	<b>\$ 1,204,219</b>	<b>\$ 957,280</b>	<b>\$ 916,062</b>	<b>\$ 1,212,012</b>	<b>\$ 1,261,728</b>	<b>\$ 1,134,641</b>	<b>\$ 14,468,416</b>	<b>\$ 372.03</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 648,806	\$ 729,520	\$ 708,729	\$ 655,609	\$ 700,576	\$ 612,690	\$ 649,172	\$ 605,596	\$ 662,171	\$ 746,703	\$ 705,175	\$ 725,437	\$ 8,150,184	\$ 209.57
Employee Benefits	213,882	233,894	218,867	204,825	216,408	214,109	222,452	230,434	219,263	236,477	230,648	242,975	2,684,234	69.02
Registry	100,406	133,341	196,921	80,727	295,034	69,713	426,363	138,766	245,542	363,861	293,920	226,090	2,570,684	66.10
Professional Fees	4,091	6,681	4,451	4,301	4,181	4,301	2,500	4,571	6,042	4,271	4,390	4,470	54,250	1.39
Supplies	46,109	56,547	66,030	74,869	71,720	62,390	85,544	45,152	86,554	64,293	55,753	91,005	805,966	20.72
Purchased Services	23,486	26,423	38,902	32,690	47,647	24,355	42,188	19,539	22,704	40,725	23,518	30,920	373,097	9.59
Ancillary Costs	47,325	67,911	80,900	88,645	32,195	46,650	28,185	40,796	65,935	52,870	53,330	60,189	664,931	17.10
Utilities	25,300	29,005	25,076	26,580	25,014	22,631	34,108	30,984	28,596	26,911	25,384	23,377	322,966	8.30
Insurance & Other	97,701	107,575	118,417	114,503	107,604	109,134	120,974	116,258	103,732	104,892	107,217	107,504	1,315,511	33.83
<b>Total Operating Expenses</b>	<b>\$ 1,207,106</b>	<b>\$ 1,390,897</b>	<b>\$ 1,458,293</b>	<b>\$ 1,282,749</b>	<b>\$ 1,500,379</b>	<b>\$ 1,165,973</b>	<b>\$ 1,611,486</b>	<b>\$ 1,232,096</b>	<b>\$ 1,440,539</b>	<b>\$ 1,641,003</b>	<b>\$ 1,499,335</b>	<b>\$ 1,511,967</b>	<b>\$ 16,941,823</b>	<b>\$ 435.63</b>
<b>EBITDAM</b>	<b>\$ (36,077)</b>	<b>\$ 253,061</b>	<b>\$ (94,343)</b>	<b>\$ 39,586</b>	<b>\$ (491,021)</b>	<b>\$ 105,871</b>	<b>\$ (407,267)</b>	<b>\$ (274,816)</b>	<b>\$ (524,477)</b>	<b>\$ (428,991)</b>	<b>\$ (237,607)</b>	<b>\$ (377,326)</b>	<b>\$ (2,473,407)</b>	<b>\$ (63.60)</b>
<b>EBITDAM Margin %</b>	<b>-3.1%</b>	<b>15.4%</b>	<b>-6.9%</b>	<b>3.0%</b>	<b>-48.6%</b>	<b>8.3%</b>	<b>-33.8%</b>	<b>-28.7%</b>	<b>-57.3%</b>	<b>-35.4%</b>	<b>-18.8%</b>	<b>-33.3%</b>	<b>-17.1%</b>	
5% Management Fee	58,551	82,198	68,198	66,117	50,468	63,592	60,211	47,864	45,803	60,601	63,086	56,732	723,421	18.60
<b>EBITDA</b>	<b>\$ (94,628)</b>	<b>\$ 170,863</b>	<b>\$ (162,541)</b>	<b>\$ (26,531)</b>	<b>\$ (541,489)</b>	<b>\$ 42,279</b>	<b>\$ (467,478)</b>	<b>\$ (322,680)</b>	<b>\$ (570,280)</b>	<b>\$ (489,592)</b>	<b>\$ (300,693)</b>	<b>\$ (434,058)</b>	<b>\$ (3,196,828)</b>	<b>\$ (82.20)</b>
<b>EBITDA Margin %</b>	<b>-8.1%</b>	<b>10.4%</b>	<b>-11.9%</b>	<b>-2.0%</b>	<b>-53.6%</b>	<b>3.3%</b>	<b>-38.8%</b>	<b>-33.7%</b>	<b>-62.3%</b>	<b>-40.4%</b>	<b>-23.8%</b>	<b>-38.3%</b>	<b>-22.1%</b>	

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# FINANCIAL REVIEW & HISTORIC TRENDS – CONSOLIDATED PORTFOLIO

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>													Mix %	
Private Pay Days	480	557	517	433	451	494	656	652	442	511	652	609	6,454	6.2%
Complex Care Days	96	153	155	108	50	8	19	26	92	61	75	-	843	0.8%
Other Managed Care Days	1,685	1,935	1,871	1,757	1,594	1,568	1,215	617	985	1,554	1,458	1,613	17,852	17.2%
Medicare Days	565	671	445	564	435	413	503	313	296	563	677	467	5,912	5.7%
Medi-Cal Days	5,561	5,873	5,963	5,950	6,238	5,976	5,999	5,959	5,334	5,777	5,517	5,724	69,871	67.2%
Hospice/Respite Days	304	311	371	298	278	258	174	207	137	245	260	274	3,117	3.0%
<b>Total SNF Patient Days</b>	<b>8,691</b>	<b>9,500</b>	<b>9,322</b>	<b>9,110</b>	<b>9,046</b>	<b>8,717</b>	<b>8,566</b>	<b>7,774</b>	<b>7,286</b>	<b>8,711</b>	<b>8,639</b>	<b>8,687</b>	<b>104,049</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	
<b>Overall SNF Occupancy %</b>	<b>74.1%</b>	<b>78.4%</b>	<b>76.9%</b>	<b>77.7%</b>	<b>74.6%</b>	<b>74.3%</b>	<b>70.7%</b>	<b>64.1%</b>	<b>66.6%</b>	<b>71.9%</b>	<b>73.6%</b>	<b>71.7%</b>	<b>72.9%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 3,611,081	\$ 3,964,726	\$ 3,862,572	\$ 3,781,724	\$ 3,694,845	\$ 3,583,235	\$ 3,455,322	\$ 3,298,166	\$ 3,156,575	\$ 3,760,666	\$ 3,733,528	\$ 3,680,981	\$ 43,583,421	\$ 418.87
Ancillary Revenues	674,709	724,187	663,418	695,570	636,418	626,677	528,566	320,636	471,073	804,646	727,685	672,692	7,546,277	72.53
Gross SNF Patient Revenue	4,285,790	4,688,913	4,525,990	4,477,294	4,331,263	4,209,912	3,983,888	3,618,802	3,627,648	4,565,312	4,461,213	4,353,673	51,129,698	491.40
Contractual Allowances	(539,540)	(114,405)	(627,607)	(688,884)	(766,376)	(537,151)	(572,518)	(787,854)	(772,974)	(854,415)	(637,327)	(472,765)	(7,371,816)	(70.85)
Net SNF Patient Revenue	3,746,250	4,574,508	3,898,383	3,788,410	3,564,887	3,672,761	3,411,370	2,830,948	2,854,674	3,710,897	3,823,886	3,880,908	43,757,882	420.55
Other Operating Revenues	2,438	2,298	2,651	3,551	2,434	12,700	2,158	2,883	2,170	3,640	4,322	2,104	43,349	0.42
<b>Total Operating Revenue</b>	<b>\$ 3,748,688</b>	<b>\$ 4,576,806</b>	<b>\$ 3,901,034</b>	<b>\$ 3,791,961</b>	<b>\$ 3,567,321</b>	<b>\$ 3,685,461</b>	<b>\$ 3,413,528</b>	<b>\$ 2,833,831</b>	<b>\$ 2,856,844</b>	<b>\$ 3,714,537</b>	<b>\$ 3,828,208</b>	<b>\$ 3,883,012</b>	<b>\$ 43,801,231</b>	<b>\$ 420.97</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 1,971,964	\$ 2,098,273	\$ 1,997,291	\$ 1,951,975	\$ 2,164,465	\$ 1,855,887	\$ 1,934,510	\$ 1,768,099	\$ 1,914,783	\$ 2,275,853	\$ 2,131,510	\$ 2,220,423	\$ 24,285,033	\$ 233.40
Employee Benefits	644,422	695,951	658,022	631,229	653,809	647,610	673,983	678,053	635,911	694,314	671,217	700,033	7,984,554	76.74
Registry	264,024	345,641	459,834	195,876	686,614	477,506	788,190	348,910	462,121	587,560	567,108	402,937	5,586,321	53.69
Professional Fees	20,950	22,631	23,835	22,040	8,737	25,574	10,996	17,442	37,508	28,885	16,816	17,226	252,640	2.43
Supplies	201,984	211,083	219,308	220,445	209,501	211,872	179,839	191,081	180,281	184,470	180,487	227,858	2,418,209	23.24
Purchased Services	115,531	80,504	103,685	75,815	134,130	70,444	103,179	73,521	53,571	82,587	89,539	80,427	1,062,933	10.22
Ancillary Costs	202,726	188,543	220,798	265,187	160,986	221,698	97,101	74,915	179,082	227,955	185,067	215,760	2,239,818	21.53
Utilities	85,327	84,211	90,981	83,598	72,251	86,958	106,987	93,406	84,570	80,856	72,484	77,913	1,019,542	9.80
Insurance & Other	289,320	295,982	309,197	303,849	313,957	299,666	333,382	297,937	284,210	309,585	288,178	318,364	3,643,627	35.02
<b>Total Operating Expenses</b>	<b>\$ 3,796,248</b>	<b>\$ 4,022,819</b>	<b>\$ 4,082,951</b>	<b>\$ 3,750,014</b>	<b>\$ 4,404,450</b>	<b>\$ 3,897,215</b>	<b>\$ 4,228,167</b>	<b>\$ 3,543,364</b>	<b>\$ 3,832,037</b>	<b>\$ 4,472,065</b>	<b>\$ 4,202,406</b>	<b>\$ 4,260,941</b>	<b>\$ 48,492,677</b>	<b>\$ 466.06</b>
<b>EBITDAM</b>	<b>\$ (47,560)</b>	<b>\$ 553,987</b>	<b>\$ (181,917)</b>	<b>\$ 41,947</b>	<b>\$ (837,129)</b>	<b>\$ (211,754)</b>	<b>\$ (814,639)</b>	<b>\$ (709,533)</b>	<b>\$ (975,193)</b>	<b>\$ (757,528)</b>	<b>\$ (374,198)</b>	<b>\$ (377,929)</b>	<b>\$ (4,691,446)</b>	<b>\$ (45.09)</b>
EBITDAM Margin %	-1.3%	12.1%	-4.7%	1.1%	-23.5%	-5.7%	-23.9%	-25.0%	-34.1%	-20.4%	-9.8%	-9.7%	-10.7%	
5% Management Fee	187,434	228,840	195,052	189,598	178,366	184,273	170,676	141,692	142,842	185,727	191,410	194,151	2,190,062	21.05
<b>EBITDA</b>	<b>\$ (234,994)</b>	<b>\$ 325,147</b>	<b>\$ (376,969)</b>	<b>\$ (147,651)</b>	<b>\$ (1,015,495)</b>	<b>\$ (396,027)</b>	<b>\$ (985,315)</b>	<b>\$ (851,225)</b>	<b>\$ (1,118,035)</b>	<b>\$ (943,255)</b>	<b>\$ (565,608)</b>	<b>\$ (572,080)</b>	<b>\$ (6,881,508)</b>	<b>\$ (66.14)</b>
EBITDA Margin %	-6.3%	7.1%	-9.7%	-3.9%	-28.5%	-10.7%	-28.9%	-30.0%	-39.1%	-25.4%	-14.8%	-14.7%	-15.7%	

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\*PPD = Per Patient Day.

# CALIFORNIA COMPARABLE SNF TRANSACTIONS (2017 – PRESENT)

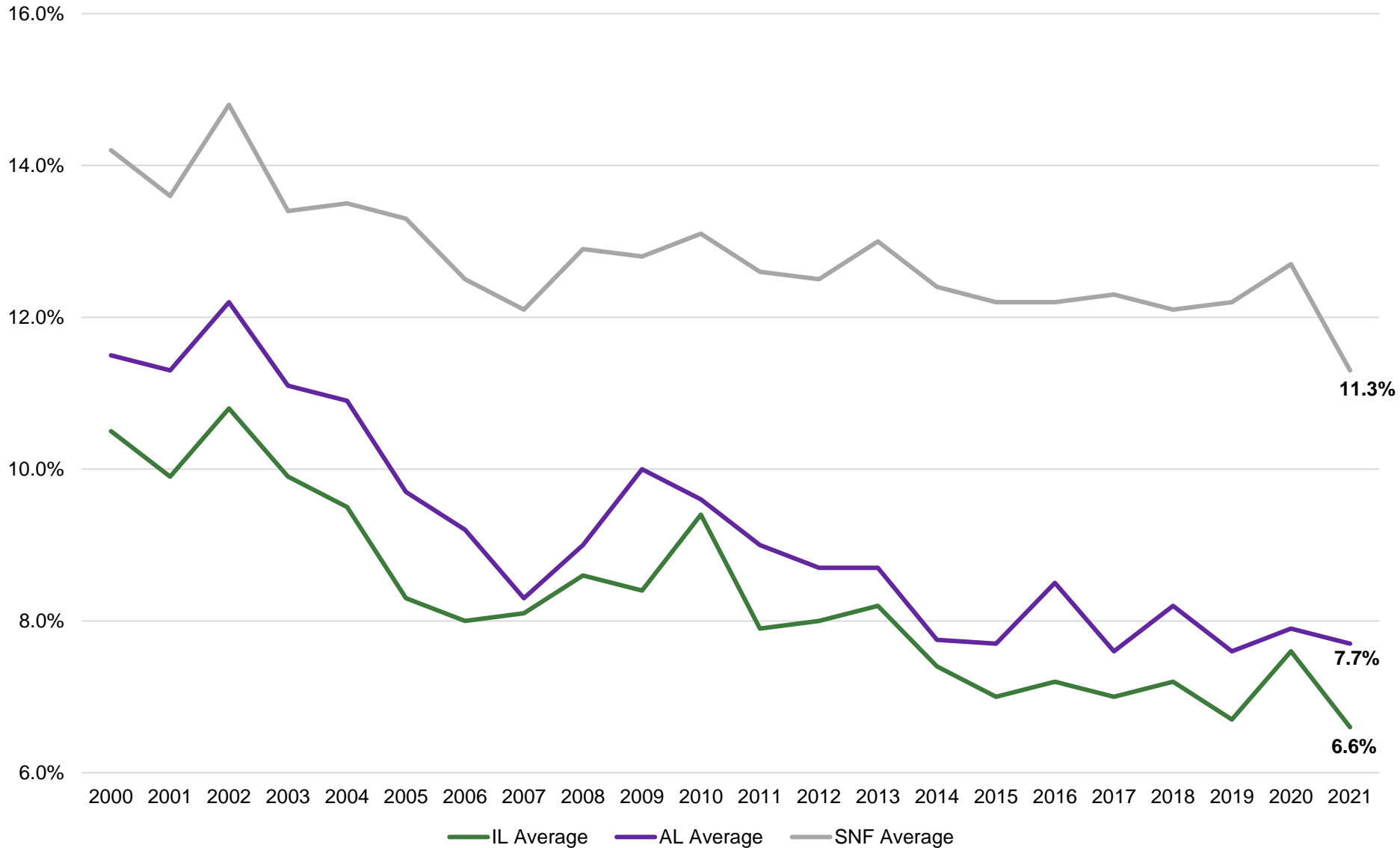
ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Type	Seller	Community Name(s)	City	State(s)	No. Facilities	Total Beds	Buyer	Price	Price Per Bed	Cap Rate	Date
SNF	LTC Properties, Inc.	Skilled nursing facility		CA	1	121	Not disclosed	\$13,300,000	\$109,917		04/27/2022
SNF	NA	SNF in Southern California		CA	1	99	Undisclosed buyer	\$10,400,000	\$105,051		01/18/2022
SNF	NA	SNF in Southern California		CA	1	175	Operator	\$30,400,000	\$173,714		01/18/2022
SNF	NA	SNF in L.A. County	LA MSA	CA	1	99	Operator	\$22,384,000	\$226,101		01/18/2022
SNF	NA	SNF in southern San Diego	San Diego	CA	1	123	Undisclosed buyer	\$10,300,000	\$83,740		01/18/2022
SNF	Invesque Inc.	Five-property portfolio		CA, KS, AZ	5	580	The Ensign Group	\$93,000,000	\$160,345	7.00%	11/16/2021
SNF	NA	3 skilled nursing facilities	San Bernadino	CA	3	191	Summit Healthcare REIT, Inc.	\$20,055,000	\$105,000		07/07/2021
SNF	NA	Buena Vista Care Center	Santa Barbara	CA	1	150	CareTrust REIT, Inc.	\$15,860,000	\$105,733	13.24%	03/09/2021
SNF	NA	2 skilled nursing facilities	San Diego	CA	2	260	O&M Investments, LLC	\$17,000,000	\$65,385		12/28/2020
SNF	NA	Senior care facility	Riverside	CA	1	113	Individual buyer	\$5,400,000	\$47,788	9.00%	12/08/2020
SNF	NA	Skilled nursing facility	Ukiah	CA	1	78	Mendocino County	\$2,900,000	\$37,179		05/03/2020
SNF	NA	Bradley Court	El Cajon	CA	1	56	Generations Healthcare	\$3,800,000	\$67,857		03/23/2020
SNF	NA	Creekside Care Center	Stockton	CA	1	75	Partnership buyer	\$8,300,000	\$110,667	14.40%	02/28/2020
SNF	NA	Skilled nursing facility	LA MSA	CA	1	50	Real estate investor	\$4,000,000	\$80,000		01/16/2020
SNF	NA	2 senior care facilities	Sacramento	CA	2	241	CareTrust REIT, Inc.	\$22,760,000	\$94,440	22.28%	10/02/2019
SNF	NA	4 skilled nursing facilities		CA	4	503	CareTrust REIT, Inc.	\$43,500,000	\$86,481	13.33%	02/12/2019
SNF	NA	Our Lady of Fatima Villa		CA	1	122	CareTrust REIT, Inc.	\$18,600,000	\$152,459	12.80%	09/05/2018
SNF	NA	Parkview Julian Convalescent		CA	1	99	Regional owner	\$8,118,000	\$82,000	1.23%	02/20/2018
SNF	NA	3 skilled nursing facilities		CA	3	528	CareTrust REIT, Inc.	\$69,000,000	\$130,682	12.83%	10/31/2017
SNF	NA	24 skilled nursing facilities		CA, WA	24	2,216	Sabra Health Care REIT, Inc.	\$430,000,000	\$194,043	11.21%	09/25/2017

Simple Avg.  
Price Per Bed **\$110,929**

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# SENIOR HOUSING & CARE INDUSTRY DATA – PREVAILING CAPITALIZATION RATES



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# VALUATION SUMMARY

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Debt Summary			
Community	Debt	Beds	Debt / Bed
Manzanita	\$441,000	95	\$4,642
Fair Oaks	1,618,000	148	10,932
Greenhaven	1,930,000	148	13,041
<b>Portfolio</b>	<b>\$3,989,000</b>	<b>391</b>	<b>\$10,202</b>

Per Bed Estimate	
Low	High
\$90,000	\$115,000
90,000	115,000
90,000	115,000

Per Bed:

Value Estimate	
Low	High
\$8,550,000	\$10,925,000
13,320,000	17,020,000
13,320,000	17,020,000
<b>\$35,190,000</b>	<b>\$44,965,000</b>
Low	High
\$90,000	\$115,000

Less:
Debt
\$441,000
1,618,000
1,930,000
<b>\$3,989,000</b>

Net Proceeds	
Low	High
\$8,109,000	\$10,484,000
11,702,000	15,402,000
11,390,000	15,090,000
<b>\$31,201,000</b>	<b>\$40,976,000</b>

## **SECTION II.**

### **SENIOR HOUSING & CARE FINANCE PRACTICE**

# SENIOR HOUSING & CARE FINANCE PRACTICE – OVERVIEW

Leveraging 115 Years of Ziegler's Corporate History Advising the Senior Living & Post-Acute Care Industry

22

Associates Dedicated to For-Profit Senior Housing & Care

275+

Combined Years of Industry Experience

400+

Transactions Completed over last 20 Years



- Extraordinarily deep resources in senior housing and post-acute care, including extensive investment banking, corporate development, and operational experience
- Long-standing relationships with industry leaders, operators, emerging growth companies and financial sponsors
- Services include:

### Mergers & Acquisitions

- Sell-side Advisory
- Buy-side Advisory
- Joint Venture Advisory

### Capital Structure Advisory

- Bond Financing
- Senior Debt
- Mezzanine Debt
- Preferred Equity
- Common Equity

### Agency Financing

- HUD 232 LEAN Program
- Fannie Mae
- Freddie Mac

## Select Recent Clients & Deal Counterparties



ENSIGN GROUP

Genesis



OMEGA



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# SENIOR HOUSING & CARE FINANCE PRACTICE – MERGERS & ACQUISITIONS ADVISORY

**Ziegler's Senior Housing & Care M&A Advisory Practice** is focused on delivering best-in-class advisory solutions for organizations across the healthcare industry. In our core practice areas of senior living, healthcare services, hospitals, and information technology, Ziegler is one of the most active M&A firms offering innovative sell-side, buy-side, recapitalization/restructuring, equity private placement, and strategic partnering services.

Long-standing relationships with industry leaders, emerging growth companies, and financial sponsors.

Multi-disciplinary culture that is long-term relationship-driven not transaction-oriented.





# SENIOR HOUSING & CARE FINANCE PRACTICE – CAPITAL STRUCTURE ADVISORY

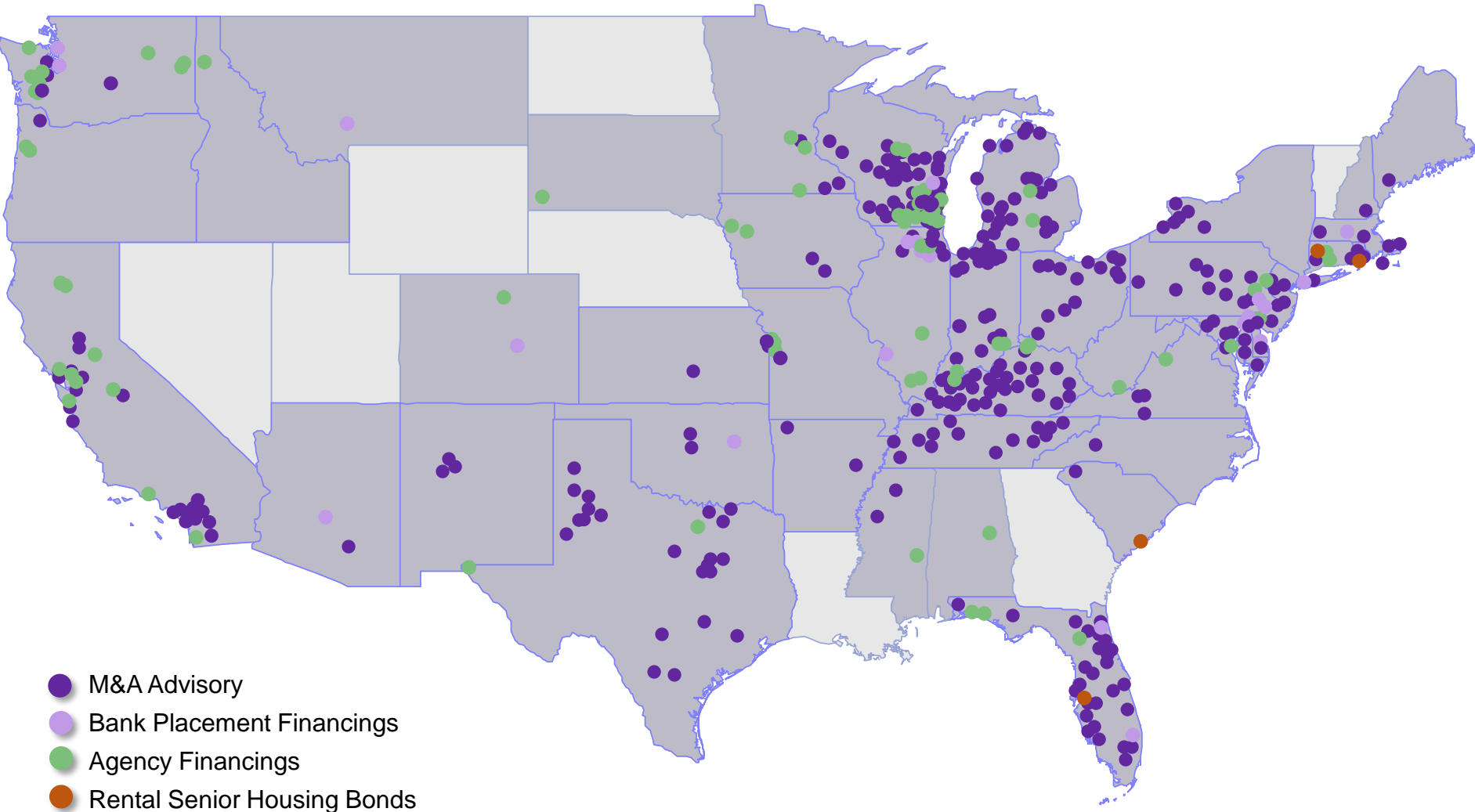
Ziegler can provide clients with the following product executions in **all areas of the capital stack**:

- **Bond Financing**
  - Section 142(d) Rental Senior Housing Bonds
- **Senior Debt**
  - Ziegler has forged relationships with over 500 foreign, national, and regional banks that pursue quality senior living projects
  - Ziegler boasts a strong relationship with the top conventional lenders in the senior housing space both nationally and regionally
  - From 2009 - present, Ziegler has performed nearly \$7 billion of bank direct placements
  - Ziegler experience results in the knowledge of key insights, which results in superior management of the bank credit process
  - Additionally, interest rate risk can be mitigated with hedges & other special products
- **Mezzanine Debt**
  - via Locust Point Capital
- **Preferred / Common Equity**
  - Primarily Family Office & Private Equity

## Capital Raising Process:

- Preparing extensive information package
- Conducting site visits
- Negotiating terms with banks

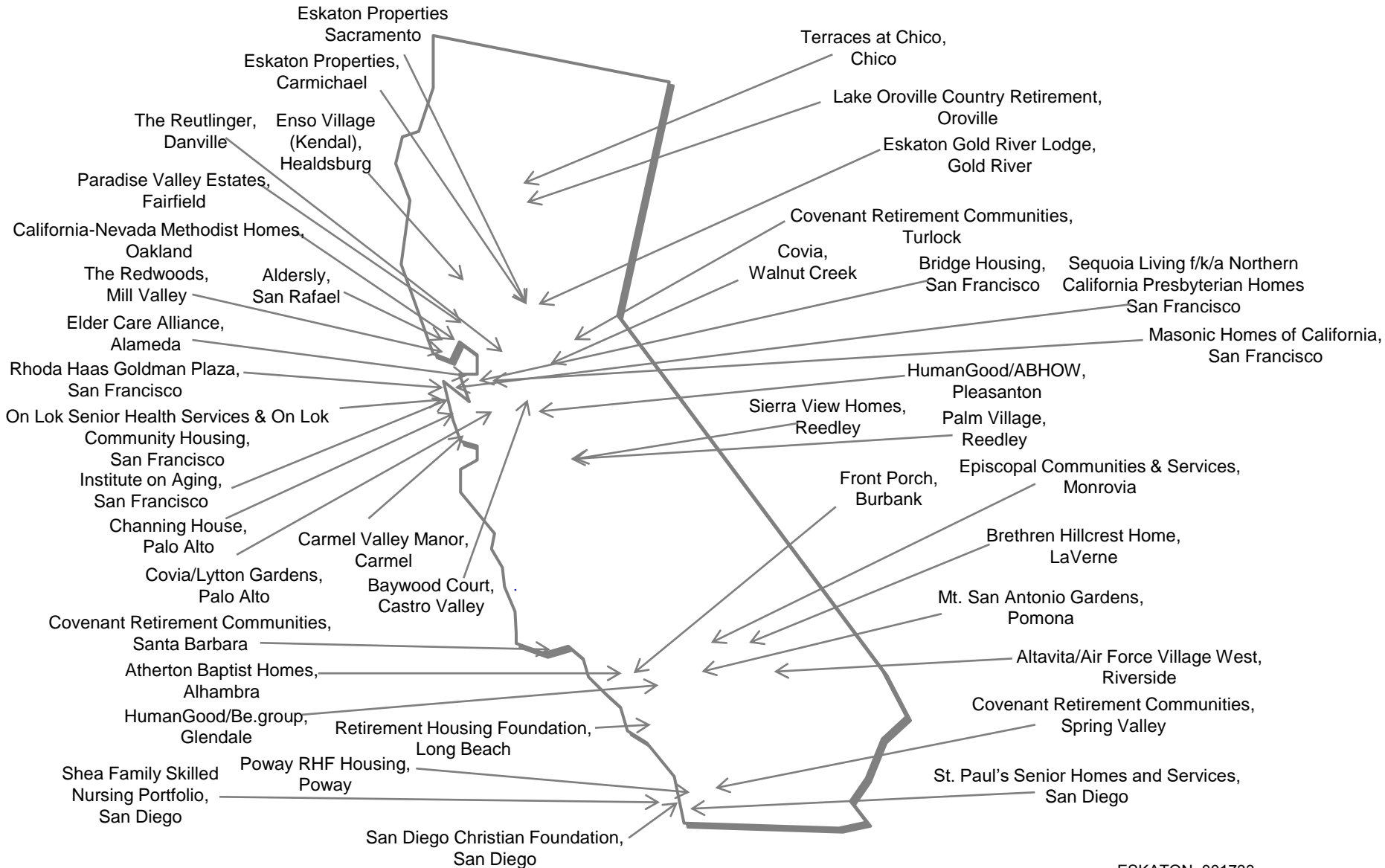
# SENIOR HOUSING & CARE FINANCE PRACTICE – DEAL EXPERIENCE MAP



- M&A Advisory
- Bank Placement Financings
- Agency Financings
- Rental Senior Housing Bonds

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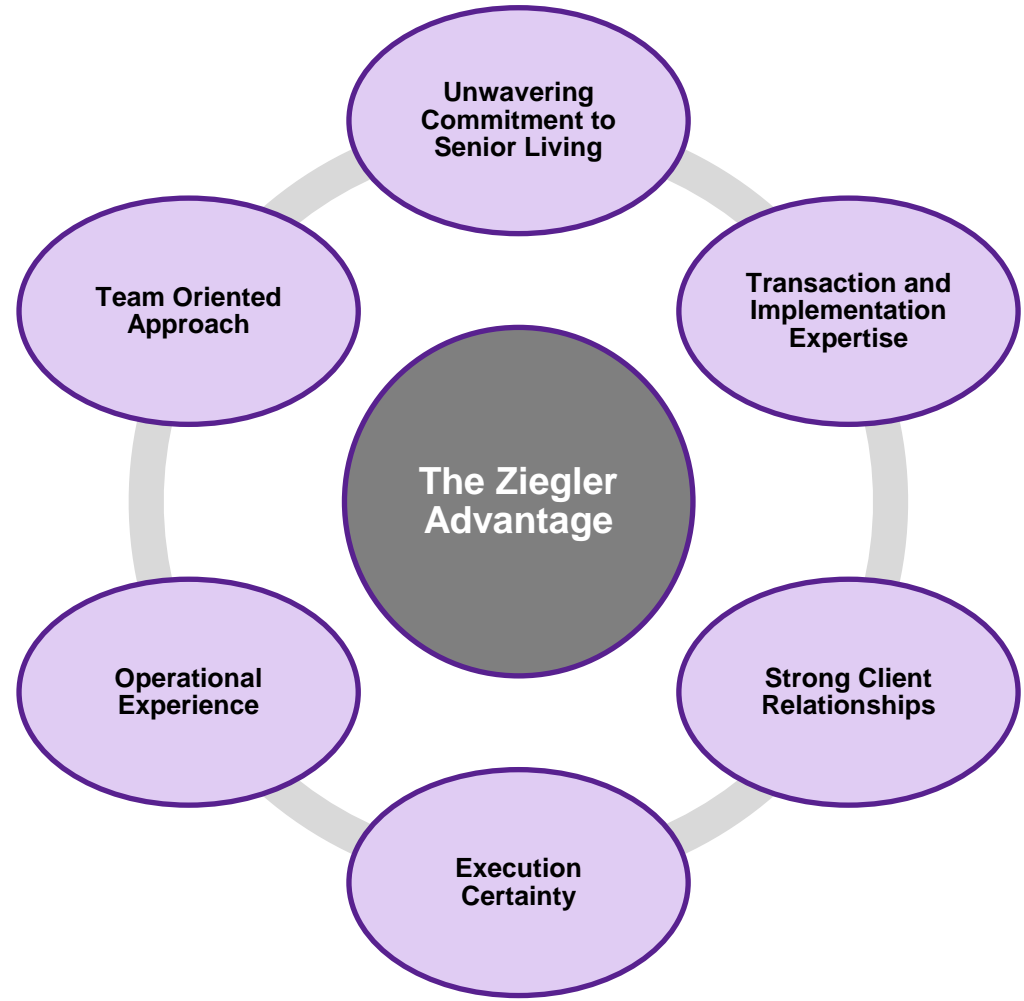
# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – TRANSACTION MAP



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# THE ZIEGLER DIFFERENCE

- **Execution Certainty** – Believed to be the best in the industry!
  - 87% for all deals engaged;
  - 94% for all deals with a signed LOI;
  - 98% for all deals that achieve a signed asset purchase agreement.
- **Team Oriented Approach** – A client doesn't just work with one person, but gets the attention they deserve through our team approach. Every transaction Ziegler takes on receives senior level guidance and attention.
- **Unwavering Commitment to Senior Living** – Senior living and post-acute care have been core businesses of Ziegler since the company's founding in 1902. We have dedicated our firm's resources and capital to supporting clients through numerous business cycles.
- **Strong Client Relationships** – Ziegler's relationship approach to investment banking is validated by the large number of providers who view Ziegler as a **"trusted partner"** and have, in a number of instances, worked with our firm for decades.
- **Operational Experience** – Our team includes professionals with prior healthcare operational experience, which includes senior housing executive directors, skilled nursing administrators, and development executives.












## KEY HALLMARKS OF THE ZIEGLER PROCESS

---

- **Deep Understanding of Business Fundamentals Drives Value (Add)** — Ziegler performs deep analysis of the facilities being divested to establish a thorough understanding of fundamentals and to identify credible opportunities to improve cash flow. This thorough understanding allows us to fully convey the value proposition for buyers and achieve stronger valuations.
- **Thorough Disclosure** — We are routinely told that our offering memorandums are the “best in the business” making it easy for buyers to come to a preliminary value conclusion. Also, by thoroughly disclosing key facts (both good and bad), surprises are minimized. This has been critical in achieving our high execution success rate.
- **Fair, Competitive Process with Credible, Capable Buyers** — Ziegler typically establishes a competitive process by soliciting credible, capable buyers, versus a “blast e-mail” approach. This way, buyers know they have a real opportunity and Ziegler can spend more time with each interested buyer.
- **Involved Throughout Process** — Ziegler is involved throughout the process, including writing the offering memorandum, soliciting buyers, evaluating proposals, negotiating terms, coordinating due diligence, monitoring financing, and negotiating transaction agreements. This consistency of service helps to assure execution certainty and prevents key terms from changing.
- **Teamwork** — Ziegler clients get the resources of one of the, if not the, largest boutique healthcare investment bank. We take a team approach to engagements, so success does not depend on one person.
- **Remain Flexible** — Each engagement is unique. We listen to our clients and their goals and customize processes to maximize results. We are also always considering new ways to achieve client goals.

# SENIOR HOUSING & CARE FINANCE PRACTICE – SELECT CASE STUDIES

Leveraging 115 Years of Ziegler's Corporate History Advising the Senior Living & Post-Acute Care Industry

	Business	Discussion Goal(s)	Outcome	Economics
	<p>Joint Venture between Brookdale and Healthpeak Properties: jointly owned two CCRCs in Missouri and Indiana.</p>	<p>Helped both parties unwind these non-core assets, which were two of the three remaining assets still part of the joint venture.</p>	<p>Ziegler identified a buyer for both assets during COVID-19 pandemic. Acquired Covington Investments, LLC.</p>	<p>Ziegler achieved significant value despite the distressed nature of the assets and headwinds caused by the COVID-19 pandemic.</p>
	<p>Massachusetts-based non-profit senior living owner/operator with 6 senior living communities throughout Massachusetts.</p>	<p>Divest non-core independent living / skilled nursing facility on Cape Cod.</p>	<p>Acquired by a Massachusetts based for-profit owner/operator.</p>	<p><b>Closed in Nov 2019.</b> Complex transaction with condo and affordable units along with the skilled nursing facility.</p>
	<p>Dallas-based not-for-profit senior living and hospice provider.</p>	<p>Divest 200+ unit entry fee CCRC south of Dallas. Negative cash flow, complex campus and mix of assets classes</p>	<p><b>Per unit valuation</b> and assigned entry fee liability to buyer </p>	<p>Complex transaction completed in less than 5 months. Required buyer with vision and comprehensive approach to market</p>
	<p>Publicly traded owner operator of senior housing communities with locations throughout the country.</p>	<p>Divest 250+ unit entry fee CCRC located in a northern suburb of Oklahoma City.</p>	<p>The operations and owned real estate was acquired by: </p>	<p>Achieved significant value despite negative trailing cash flow and aged campus exceeding client expectations.</p>
<p><b>Waunakee Manor &amp; Sun Prairie Healthcare Center</b></p>	<p>Family owned and Wisconsin based senior living owner/operator with two locations in primary Wisconsin markets.</p>	<p>Divest the company's entire portfolio which consisted of one CCRC and one AL/SNF. Both located in affluent suburbs of Madison, WI.</p>	<p>Owned real estate was acquired by </p>	<p>Achieved a value at a 7.9% cap rate despite declining occupancy and aged physical plant.</p>
	<p>Developer of six senior housing communities (653 units) in Northern Indiana &amp; Southern Michigan managed by Brookdale.</p>	<p>Exit the real estate while also finding a new operator as Brookdale elected not to renew the leases for some of the communities.</p>	<p>Acquired by  under a RIDEA structure</p>	<p>Achieved a value of \$115,000 per unit at a 6.0% cap rate 3<sup>rd</sup> time Ziegler was engaged by the seller</p>

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# SENIOR HOUSING & CARE FINANCE – SELECT RECENTLY COMPLETED TRANSACTIONS

Repeat clients range from large, publically-traded companies to mid-size not-for-profits.

June 2022



Sold an IL/AL/MC Community in FL

**\$90,000,000**

**SELL-SIDE ADVISOR**

June 2022



Financing to acquire and renovate AL/MC Community in Charlotte, NC

**\$7,988,275**

**FINANCIAL ADVISOR**

June 2022



Financing to acquire an AL/SNF Community in Muskego, WI.

**\$4,952,000**

**FINANCIAL ADVISOR**

May 2022



Financing to acquire a CCRC in Farmville, VA

**\$35,250,000**

**FINANCIAL ADVISOR**

April 2022



Financing to acquire a 2-Community AL/MC Portfolio in FL

**\$20,525,000**

**FINANCIAL ADVISOR**

March 2022



Construction Financing for an AL Community in Springfield, OR

**\$24,000,000**

**FINANCIAL ADVISOR**

February 2022



Refinancing of a 3-Community AL/MC/SNF Portfolio in WI

**\$25,825,000**

**FINANCIAL ADVISOR**

January 2022



HUD Refinancing for a SNF in Rochester, NY

**\$12,778,600**

**HUD FINANCING**

January 2022



HUD Refinancing for an AL/SNF Community in Garfield Heights, OH

**\$11,873,000**

**HUD FINANCING**

December 2021



Sold a CCRC in Pikesville, MD to

**New York-Based Owner/Operator**

**\$7,000,000**

**SELL-SIDE ADVISOR**

December 2021




Sold a MC Community in Arlington Heights, IL to



**\$12,600,000**

**SELL-SIDE ADVISOR**

December 2021



Refinancing of a CCRC in Honolulu, HI

**\$52,000,000**

**FINANCIAL ADVISOR**

December 2021


**Private Equity Investor & Regional Owner/Operator**

Financing to acquire a SNF in Houston, TX

**\$5,100,000**

**FINANCIAL ADVISOR**

November 2021



Fannie Mae Refinancing for a 55+ IL Community in Lincoln, NE

**\$8,518,500**

**FANNIE MAE FINANCING\***

November 2021




Sold an IL/AL Community in Everett, WA to

**Washington Local Owner/Operator**

**42 Units**

**SELL-SIDE ADVISOR**

September 2021




Refinancing of an AL/MC Community in Tulsa, OK

**\$17,500,000**

**FINANCIAL ADVISOR**

September 2021



Refinancing of an AL/MC Community in Lake Worth, FL

**\$20,250,000**

**FINANCIAL ADVISOR**

August 2021



Refinancing of a 2-Community AL/MC Portfolio in AZ & CO

**\$24,000,000**

**FINANCIAL ADVISOR**

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\* Fannie Mae refinancing facilitated by M&T Realty Capital Corporation, a fully accredited Fannie Mae DUS® lender. M&T Realty Capital Corporation is a wholly-owned subsidiary of M&T Bank. Equal Housing Lender. Member FDIC. "DUS®" is a registered trademark of Fannie Mae.



# SENIOR HOUSING & CARE FINANCE – SELECT RECENTLY COMPLETED TRANSACTIONS

Repeat clients range from large, publically-traded companies to mid-size not-for-profits.

<p>August 2021</p>  <p>HUD Refinancing for a Critical Access Hospital in Grand Coulee, WA</p> <p><b>\$18,864,200</b></p> <p>HUD FINANCING</p>	<p>August 2021</p>  <p>Construction Financing for a CCRC Community in Kiawah Island, SC</p> <p><b>\$21,305,000 Series 2021A BANS</b></p> <p>BOND FINANCING</p>	<p>August 2021</p>  <p>HUD Refinancing for a SNF Community in El Paso, TX</p> <p><b>\$13,600,000</b></p> <p>HUD FINANCING</p>	<p>July 2021</p>  <p>Sold a 240-Bed SNF Community in Skokie, IL to a JV</p>  <p><b>\$17,100,000</b></p> <p>SELL-SIDE ADVISOR</p>	<p>July 2021</p>  <p>Sold a CCRC in Mequon, WI to</p>  <p><b>257 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>June 2021</p>  <p>Sold a CCRC in Deland, FL to</p>  <p><b>303 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>
<p>June 2021</p>  <p>Financing to acquire a 3-Community SNF/SLF Portfolio in IL</p> <p><b>\$48,950,000</b></p> <p>FINANCIAL ADVISOR</p>	<p>May 2021</p>  <p>Fannie Mae Refinancing for a 55+ IL Community in Kearney, NE</p> <p><b>\$4,370,000</b></p> <p>FANNIE MAE FINANCING*</p>	<p>May 2021</p>  <p>HUD Refinancing for a SNF Community in Olympia, WA</p> <p><b>\$4,936,400</b></p> <p>HUD FINANCING</p>	<p>May 2021</p>  <p>HUD Refinancing for a SNF Community in Poulosbo, WA</p> <p><b>\$13,105,200</b></p> <p>HUD FINANCING</p>	<p>May 2021</p>  <p>JV sold a 2-Community CCRC Portfolio in MO &amp; IN to</p>  <p><b>1,135 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>March 2021</p>  <p>Sold an AL Community in Terre Haute, IN to</p>  <p><b>70 Units</b></p> <p>SELL-SIDE ADVISOR</p>
<p>March 2021</p>  <p>HUD Refinancing for an Acute Care Hospital in Chicago, IL</p> <p><b>\$25,255,900</b></p> <p>HUD FINANCING</p>	<p>March 2021</p>  <p>HUD Refinancing for a 2-Community AL/SNF Portfolio in Wisconsin</p> <p><b>\$9,557,500</b></p> <p>HUD FINANCING</p>	<p>February 2021</p>  <p>Fannie Mae Refinancing for a 55+ IL Community in St. Charles, IL</p> <p><b>\$15,145,000</b></p> <p>FANNIE MAE FINANCING*</p>	<p>January 2021</p>  <p>Acquired a Skilled Nursing Community in Milwaukee, WI from</p> <p><b>Wisconsin Local Owner/Operator</b></p> <p><b>50 Beds</b></p> <p>BUY-SIDE ADVISOR</p>	<p>December 2020</p>  <p>AL/MC Community in Kansas City, KS sold to a JV</p>  <p><b>120 Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>December 2020</p> <p><b>Publicly-Traded Healthcare REIT</b></p> <p>Sold a 3-Community AL/MC/SNF Portfolio in Wisconsin to</p> <p><b>Midwest Regional Owner/Operator</b></p> <p><b>554 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>

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\* Fannie Mae refinancing facilitated by M&T Realty Capital Corporation, a fully accredited Fannie Mae DUS® lender. M&T Realty Capital Corporation is a wholly-owned subsidiary of M&T Bank. Equal Housing Lender. Member FDIC. "DUS®" is a registered trademark of Fannie Mae.





**Dan Hermann**

**President & CEO**  
dhermann@ziegler.com

Dan Hermann joined Ziegler in 1987. In 2018 he was named President and CEO. He also is the Head of Investment Banking, and a member of the Ziegler Board and Executive Committee. As the head of both the healthcare and senior living practices, Dan was instrumental in the creation of and fundraising for the Ziegler Link•Age Longevity Fund, L.P. ("Fund"). During his 30-year tenure with Ziegler, Dan has become a leading investment banker in the senior living industry. He has structured and led or co-led more than 325 senior living financings exceeding \$8.2 billion, cumulating far-ranging experience in the management, structuring and financial analysis of every type of senior living financing. Dan has utilized his expertise to create financing structures for a large clientele – from stand-alone nursing homes to multi-facility, multi-state systems, including start-up campuses and campuses undergoing major renovation projects. His particular emphasis in recent years has been to provide resources for key decision-makers in an organization to effectuate sound financial and strategic planning efforts. Dan received a B.S. in finance and accounting from Illinois State University, Normal, Illinois, and an M.B.A. with an emphasis in health services management from Kellogg Graduate School of Management at Northwestern University, Evanston, Illinois. He is a Certified Public Accountant and holds a number of securities certifications.



**Don Husi**

**MD & Group Co-Head**  
dhusi@ziegler.com

Don Husi joined Ziegler's Senior Housing & Care Finance team as Managing Director and Co-Head in 2018. He specializes in complex structured seniors housing transactions, including debt and equity transactions, financial advisory, and mergers and acquisitions assignments. Don has a unique combination of operational experience, turn-around/distressed asset management, financial structuring and strategic planning experience spanning over 32 years within the senior living industry operations, REIT and finance sectors. Prior to joining Ziegler, Don spent over 16 years with American Retirement Corporation, now Brookdale Senior Living. In 2001 Healthcare Realty Trust recruited Mr. Husi as their vice president of senior housing investments managing a large portfolio of senior living assets and mortgages. Don joined Red Capital Group in 2005 as a senior living loan production specialist. Don received a Bachelor of Science degree in healthcare administration from the University of Wisconsin-Eau Claire. He also received a Senior Housing Executive Certificate from the University of Southern California-Davis School of Gerontology and the USC Marshall School of Business in 2016. He holds a FINRA Series 79 license.



**Dan Revie**

**MD & Group Co-Head**  
drevie@ziegler.com

As Managing Director and co-head of Ziegler's Senior Housing & Care Finance team, Dan Revie specializes in strategic advisory assignments including: mergers, acquisitions, divestitures, and recapitalizations, as well as financial advisory services for healthcare entities including: skilled nursing, assisted living, memory care facilities, and entrance fee and rental continuing care retirement communities / life plan communities. Dan has completed numerous M&A assignments for public, private and non-profit organizations, and has been involved with several recapitalization assignments for skilled nursing and large assisted living portfolios. He has also frequently represented non-profit clients with divesting non-core assets. Dan also has extensive experience with FHA/HUD. Dan holds a B.B.A. in Accounting and Finance from the University of Wisconsin – Madison and an M.B.A. from the University of Wisconsin – Milwaukee. Dan is a Certified Public Accountant. He holds a FINRA Series 79 license.



**Lindsay Konkel**

**MD & COO, FHA/HUD**  
lkonkel@ziegler.com

Lindsay Konkel joined Ziegler in 2020. Lindsay has an extensive background in FHA-insured loans for both multifamily and seniors housing. As COO, she is responsible for overseeing loan production, underwriting, servicing and asset management of Ziegler's FHA-insured loan business. Prior to joining Ziegler, Lindsay was COO of PGIM Real Estate's FHA and Affordable Lending groups, where she focused on expanding loan originations efforts through talent initiatives, new products and strategic relationships. During her time with PGIM Real Estate, Lindsay served in multiple roles beginning as an underwriter as well as director of operations of the FHA Lending group where she implemented strategies to improve efficiency and quality in all aspects of the business. Lindsay received a B.S.B.A. and M.B.A. from the University of Denver. She is also MAP and LEAN approved.



**Chris Utz**

**Managing Director**  
cutz@ziegler.com

Christopher Utz joined the Healthcare Investment Banking team at Ziegler in 2018. As Managing Director he specializes in complex structured seniors housing transactions, including debt and equity transactions, financial advisory, and mergers and acquisitions. Chris has over 12 years of healthcare banking and finance experience on both the buy-side and the sell-side. Prior to joining Ziegler, Chris was a Managing Director at Pinta Capital Partners where he was responsible for transaction sourcing, deal execution and the monitoring of portfolio companies. Specifically, he managed the firm's Senior Housing investment portfolio with over 1,400 beds in the Northeastern United States. Chris has held corporate finance and banking positions with CIT, Greystone, Fifth Street Finance Corp's Healthcare Finance Group (HFG), BNY Mellon, and Merrill Lynch where he completed more than 30 corporate finance and private equity related transactions totaling over \$3.0 billion in aggregate deal value. Chris received his Bachelor of Science degree with dual concentrations in Finance and Management from Ithaca College and is an MBA candidate at Cornell University. Chris holds his FINRA Series 79 – Investment Banking Representative – license.

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**Chad Himel**

**Managing Director**  
chimmel@ziegler.com

Chad Himel joined the senior living team at Ziegler in November of 2014 to provide investment banking services to not-for-profit senior living providers across the Northeastern United States. In addition to his investment banking services, Chad assists clients nationwide in securing FHA-insured loans for residential health care, multifamily housing and affordable housing properties. Chad brings to Ziegler a wealth of experience financing senior housing, healthcare, affordable housing and multifamily housing properties. Immediately prior to joining Ziegler, he originated FHA-insured loans for Prudential Mortgage Capital Company, the mortgage lending arm of Prudential Financial. Prior to Prudential, Chad spent nearly 12 years at HJ Sims and its FHA lending affiliate, Sims Mortgage Funding, Inc. Chad also provided financial advisory services to banks and institutional bond investors in the restructuring of distressed credits. At Sims Mortgage Funding, he provided FHA-insured financing for health care facilities and apartments communities. In total, Chad has closed approximately \$2.5 billion in financings for health care and senior housing providers since 2001. Chad earned a B.A. in History from Louisiana State University and an M.B.A. in Finance from the Crummer Graduate School of Business at Rollins College.



**Rob Gall**

**Director**  
rgall@ziegler.com

Rob Gall has completed more than 60 senior living and long-term care financings, totaling more than \$2 billion. Rob works with a spectrum of clients, including mostly start-up communities that face complex financing challenges. Rob specializes in the development, acquisition, refinancing, restructuring, disposition and repositioning of continuing care retirement communities, independent living, assisted living, memory care, and skilled nursing facilities for both not-for-profit and for-profit organizations. His experience includes structures such as investment grade rated bonds, non-rate bonds, variable rate debt (bank loans, tax-exempt bank bonds, and credit enhancement), construction loans, draw-down fixed-rate bonds, bridge loans, mezzanine/subordinate financing, preferred equity, joint venture partnerships, seed capital, lease arrangements, portfolio financing and sale-manage-back transactions.



**Nick Glaisner**

**Director**  
nglaisner@ziegler.com

Nick Glaisner joined Ziegler in January 2000. He specializes in mergers and acquisitions and strategic advisory engagements for senior living and healthcare providers. Nick has significant transaction experience involving skilled nursing facilities, assisted living centers, CCRCs, and home health organizations. In his 20+ years with Ziegler, he has focused on sell-side transactions involving both public and private healthcare providers, and has been involved with several recapitalization assignments for skilled nursing and large assisted living portfolios. He has participated in over \$2 billion worth of healthcare, senior living, and long-term care transactions and has also worked closely with Ziegler Finance Corporation on over \$100 million of refinancing projects using the FHA/HUD 232 LEAN Program and other structures. Nick graduated from the University of Wisconsin with a B.B.A in Marketing and Finance. He holds a FINRA Series 79 license.



**Eric Johnson**

**Director**  
ejohnson@ziegler.com

Eric Johnson joined the corporate finance team at Ziegler in 2019. He specializes in complex structured senior housing transactions, including debt and equity transactions, financial advisory, as well as mergers and acquisitions. Eric has a unique background in finance, market analysis, project management and engineering. Prior to joining Ziegler, Eric was a Senior Relationship Manager at Bank of the West / BNP Paribas where he was responsible for transaction sourcing, deal execution and for managing relationships with private and institutional healthcare groups across the US. Eric received his Master of Science in Real Estate Finance and Construction Management from the University of Denver. He also received a Master of Science with an emphasis in Structural Engineering from the University of Colorado and a Bachelor of Science in Civil Engineering from Colorado State University.



**Clint Miller**

**Director**  
cmiller@ziegler.com

Clint Miller joined Ziegler in February 2022 as a Director in the Senior Housing and Care Finance Practice. He brings over 15 years of healthcare experience, beginning his career with a large global healthcare software company. Clint has spent the last nine years in banking and finance. Prior to joining Zeigler, Clint worked at Dwight Capital, where he focused on debt and equity solutions for skilled nursing and private pay senior housing. He was responsible for the origination of FHA, bridge and mezzanine financing for senior housing owner-operators across the U.S. In addition, Clint was previously a relationship manager for BOK Financial, where he was responsible for transaction sourcing, as well as portfolio management for regional senior housing owner-operators, hospitals, health systems and several institutional clients throughout the southwest. Clint holds a BS in Management and an MBA in Finance, both from Oklahoma State University.



**Samantha Morrow**

**Director, FHA/HUD**  
smorrow@ziegler.com

Samantha Morrow is a Director & Deputy Chief Underwriter for Ziegler with over 11 years' experience in underwriting FHA multifamily and Section 232 Health Care applications. Ms. Morrow received her MAP Multifamily underwriter approval on June 5, 2014 and Section 232 Underwriter Approval on August 11, 2015. In 2016 Ms. Morrow received a Master of Science in Real Estate in Infrastructure from The Johns Hopkins University, The Carey Business School. Ms. Morrow has worked on the underwriting of numerous HUD Applications under the Section 232 Healthcare and Multifamily (Affordable and Market Rate) programs. Application types include: 232/223(f), 232/223(a)(7), 232/241 Supplemental, 223(f), 223(a)(7), Transfer of Physical Assets, Corporate Credit Reviews, Interest Rate Modifications.



**Kristin Michels**

**Senior VP, FHA/HUD**  
kmichels@ziegler.com

Kristin Michels joined the FHA/HUD team at Ziegler in April 2006. She is a vice president and operations manager of Ziegler Financing Corporation. Kristin is involved with every step of the FHA-insured lending process at Ziegler, coordinating the assembly of HUD mortgage insurance applications and subsequently directing servicing activities of those loans. Her focus is on providing superior customer service to our clients throughout all stages of the financing process. Kristin received her B.S. in finance from Grove City College and undertook master's coursework at The Ohio State University. She has earned the Professional Certificate towards a Certified Mortgage Servicer (CMS) Specialist Designation through the Mortgage Bankers Association. Kristin is also a HUD approved MAP and LEAN Underwriter and Construction Loan Administrator.



**Adam Shealy**

**Senior Vice President**  
ashealy@ziegler.com

Adam Shealy joined Ziegler in 2019 as a vice president in the Senior Housing & Care Finance Practice. He specializes in mergers and acquisitions as well as capital formation engagements for both senior living and healthcare owners and providers. Adam has a diverse background in healthcare real estate, institutional banking and capital markets. Prior to Ziegler, Adam was at Lancaster Pollard & Co. where he provided debt and equity capital to owner-operators and developers focused on the senior living and healthcare sectors. Adam has also held credit, capital markets and front office positions with BNP Paribas and Lloyds Banking Group in New York and London. Adam received his B.A. in economics from Capital University and M.A. in financial economics from Ohio University.



**Patrick Mallen**

**Vice President**  
pmallen@ziegler.com

Patrick Mallen joined Ziegler in 2020 as a vice president in the Senior Housing & Care Finance Practice. Patrick's Primary responsibilities include providing analytical, underwriting support, and ensuring efficient and effective transaction execution. Patrick has worked to bring over \$2.4 billion of capital for senior living providers and \$2.3 billion of general municipal bond transactions. Prior to joining Ziegler, Patrick spent five years at Herbert J. Sims and Company and four years at Public Financial Management (PFM). While at Sims, Patrick worked exclusively with senior living and healthcare organizations on achieving their capital needs, with structures that have included taxable and tax-exempt debt, rated and nonrated bonds, bank and public fixed rate debt, temporary and permanent debt, fixed and variable interest rate bonds and lines of credit. While at PFM, Patrick provided analytical support on structuring and pricing competitive and negotiated municipal bond transactions. Patrick received his B.S.B.A in finance with a concentration in accounting from York College of Pennsylvania.



**Michael Anthony**

**Assistant Vice President**  
manthony@ziegler.com

Michael Anthony is an Assistant Vice President on the Senior Housing & Care Finance team having joined Ziegler in 2019 as a Senior Analyst. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Since joining Ziegler, Michael has had extensive involvement in providing analytical support for new business origination and deal execution involving both public and private healthcare providers on numerous sell-side and buy-side M&A engagements, equity raises, and bank direct placements. He also has experience working with the FHA/HUD, FNMA, and FHLMC financing programs and mezzanine debt/preferred equity providers. Prior to Ziegler, Michael worked as an investment banking analyst at Regions Securities LLC first in the healthcare corporate finance coverage vertical and later in the healthcare real estate coverage vertical where he focused on sponsor acquisition financing, leveraged loan syndications, and sell-side M&A advisory engagements across the healthcare space. Michael graduated with a B.A. in Economics from Vanderbilt University where he also minored in Finance and Corporate Strategy. He holds FINRA Series 79 and 63 securities licenses.

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## Jacqueline Robey

**Assistant VP, FHA/HUD**  
[jrobey@ziegler.com](mailto:jrobey@ziegler.com)

Jacqueline Robey joined the FHA/HUD team at Ziegler in October 2012. She is an assistant vice president and mortgage loan analyst of Ziegler Financing Corporation. Jacqueline is involved with every step of the FHA-insured lending process, from assembling HUD mortgage insurance applications to completing servicing activities of those loans. Providing excellent customer service is her goal. Prior to joining Ziegler, Jacqueline served as a customer service specialist at JPMorgan Chase, where she responded to a variety of customer inquiries and requests. Jacqueline earned a B.S. in business administration from the Ohio State University with a marketing specialization.



## Michael McGinnis

**Analyst**  
[mmcginnis@ziegler.com](mailto:mmcginnis@ziegler.com)

Michael McGinnis joined the Senior Housing & Care Finance team at Ziegler in 2022. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Since joining Ziegler, Michael has had extensive involvement in providing analytical support for new business origination and deal execution involving both public and private healthcare providers on numerous sell-side transactions, equity raises, and bank direct placements, as well as work with the HUD/FHA, FNMA, and FHLMC financing programs. Prior to Ziegler, Michael was a financial analyst at Texas Capital Bank. Michael graduated with his B.A.'s in Accounting and Finance and an M.A. in Finance from Texas Tech University.



## Megan Cunningham

**Research Assistant**  
[mcunningham@ziegler.com](mailto:mcunningham@ziegler.com)

Megan Cunningham joined Ziegler in 2022. Her primary responsibilities include executing industry research projects and assisting with research module creation/updates. She gathers data and assists on presentation materials for conferences and speaking engagements, as well as maintaining Ziegler's library of research materials. Additionally, Megan provides indirect research support to the banking team. Prior to joining Ziegler, Megan spent several years in marketing at a senior living community in Chicago, as well as online marketing for FTD.com. She has also held positions with Williamson County Schools, Northwestern Mutual, and Revlon International. Megan graduated from Lake Forest College with a B.A. in Communications and a minor in History.



## Jake Sexton

**Analyst**  
[jsexton@ziegler.com](mailto:jsexton@ziegler.com)

Jake Sexton joined the Senior Housing & Care Finance team at Ziegler in 2022. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Prior to Ziegler, Jake held a summer analyst position in Ziegler's Chicago office. Jake graduated with a B.A. in economics with a minor in data analysis from Wesleyan University.



## Melanie Shaffer

**Analyst**  
[mshaffer@ziegler.com](mailto:mshaffer@ziegler.com)

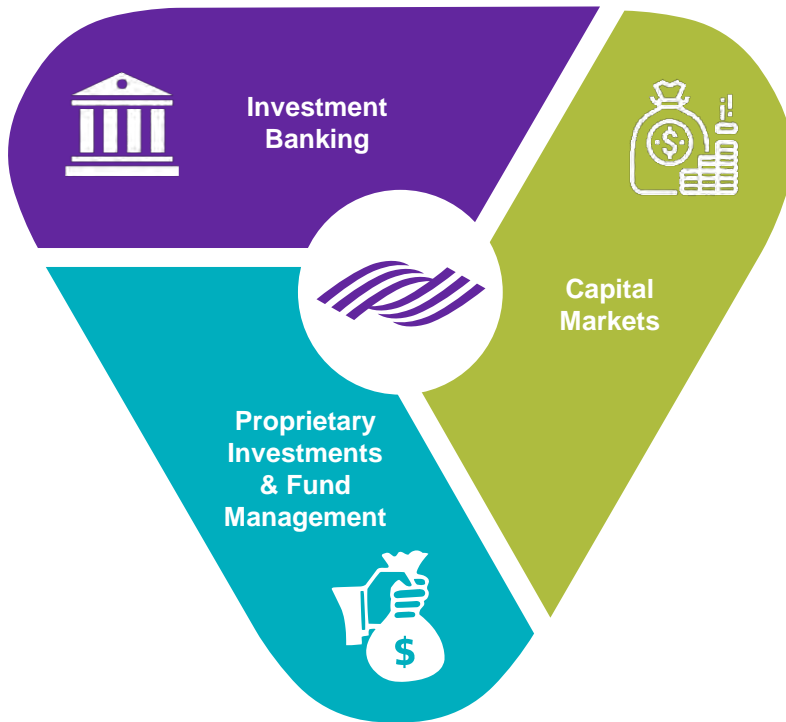
Melanie Shaffer joined the Senior Housing & Care Finance team at Ziegler in 2022. She works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Prior to Ziegler, Melanie held a summer analyst position in Ziegler's Chicago office. Melanie graduated with a B.A.A. in finance from William & Mary College.

## **SECTION III.**

### **ZIEGLER INVESTMENT BANKING**

# ZIEGLER INVESTMENT BANKING PLATFORM

Ziegler is a privately held, national boutique **investment bank**, **capital markets** and **proprietary investments** firm. Specializing in the **healthcare**, **senior living** and **education sectors**, as well as **general municipal** and **structured finance**, enables us to generate a positive impact on the communities we serve.



## Investment Banking

Strategic advisory, financing and capital planning solutions in healthcare, senior living and educational sectors as well as general municipal and structured finance

## Capital Markets

Active participant in municipal sales and trading including public, tax-exempt, taxable, private placement and preferred trading markets

## Proprietary Investments & Fund Management

Providing opportunities for investors in senior living, healthcare services & technology solutions




# ZIEGLER'S NATIONAL FOOTPRINT


**HEADQUARTERED** at One North Wacker Drive in Chicago with regional and branch offices throughout the U.S., Ziegler provides its clients with capital raising, strategic advisory services, fixed income sales & trading and research.



**SEATTLE, WA**  
520 Pike Street  
Suite 1505  
Seattle, WA 98101



**MINNEAPOLIS, MN**  
333 South 7<sup>th</sup> Street  
Suite 2440  
Minneapolis, MN 55402



**MILWAUKEE, WI**  
735 Water Street  
Suite 1000  
Milwaukee, WI 53202

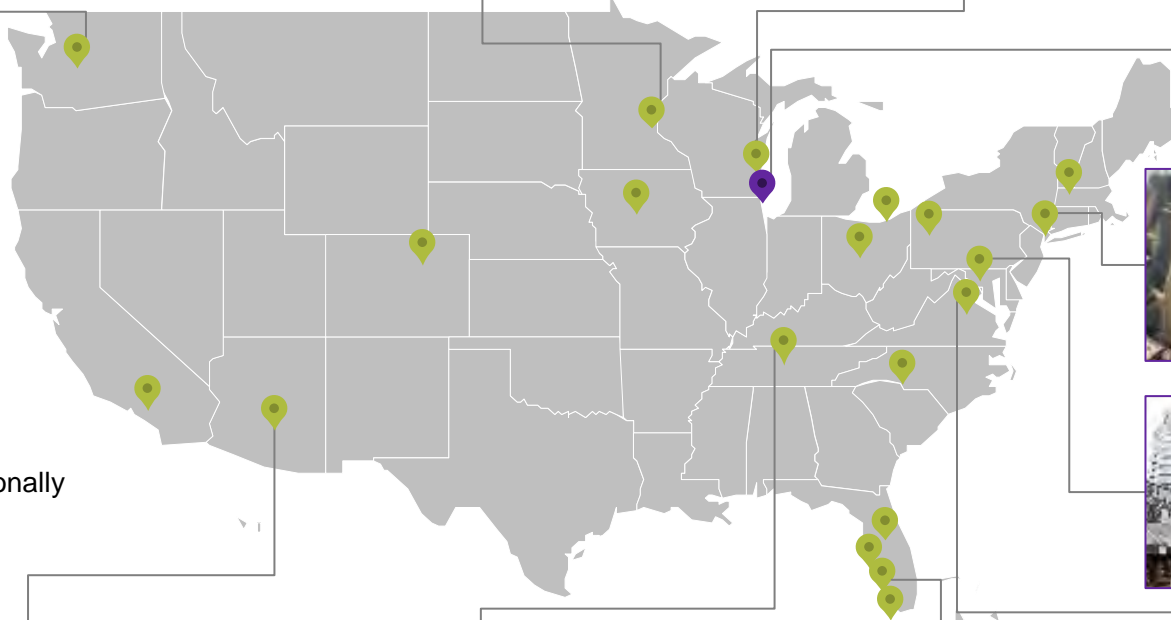
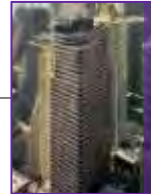


**CHICAGO, IL**  
**Corporate HQ**  
One North Wacker Drive  
Suite 2000  
Chicago, IL 60606


Established  
**1902**

Number of employees  
**185+**


Registered offices nationally  
**21**


**NEW YORK, NY**  
2 Grand Central Tower  
140 East 45<sup>th</sup> Street  
Suite 2200  
New York, NY 10017




**BETHESDA, MD**  
7500 Old Georgetown Rd  
Suite 750  
Bethesda, MD 20817




**SCOTTSDALE, AZ**  
14850 N. Scottsdale Road  
Suite 350  
Scottsdale, AZ 85254



**NASHVILLE, TN**  
150 3<sup>rd</sup> Avenue South  
Suite 1810  
Nashville, TN 37201



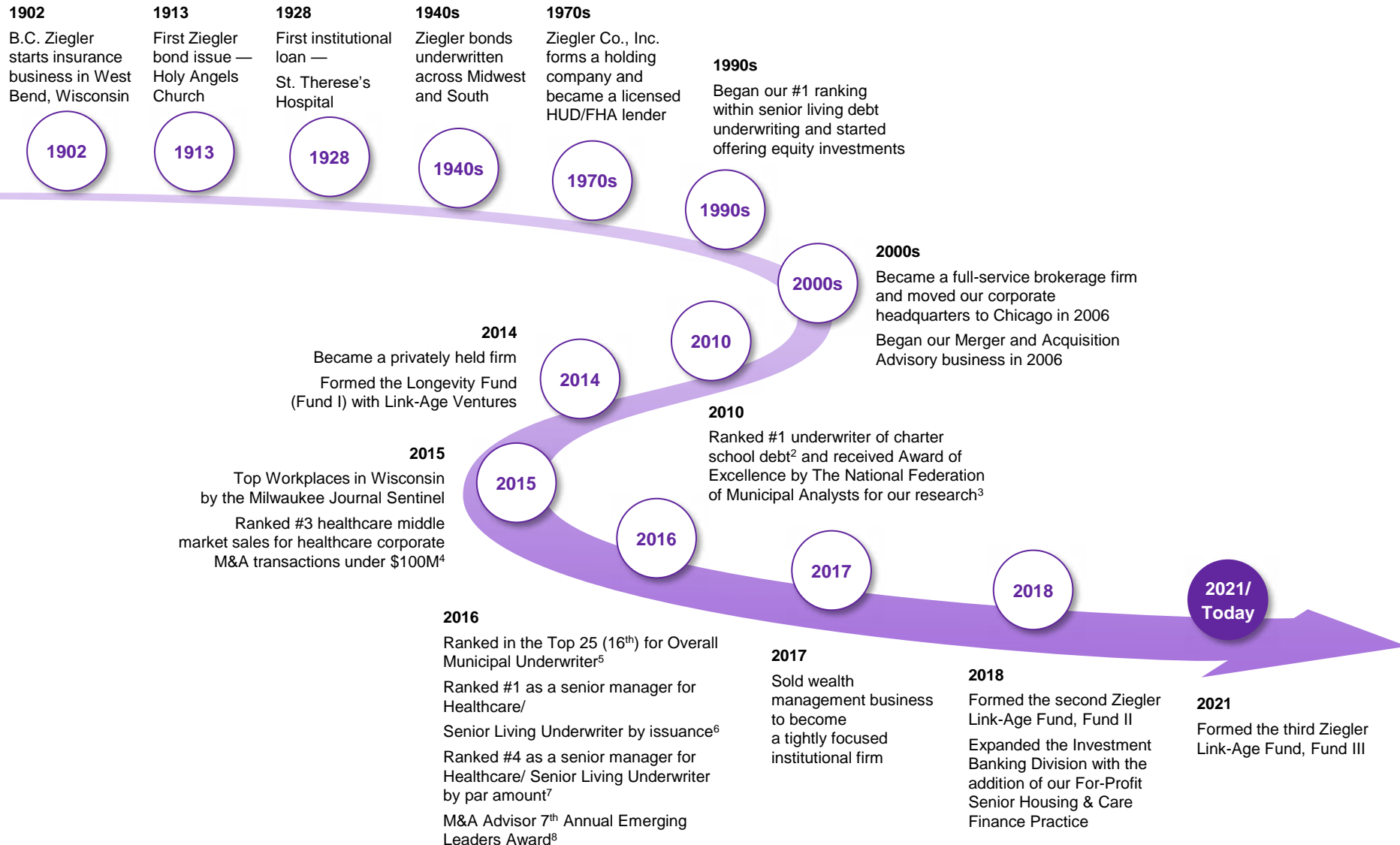
**SARASOTA, FL**  
1605 Main Street  
Suite 1020  
Sarasota, FL 34236



**RICHMOND, VA**  
5701 Patterson Avenue  
Suite 200  
Richmond, VA 23226

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# THE ZIEGLER HISTORY – A CONTINUOUS EVOLUTION



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# ZIEGLER INVESTMENT BANKING – COVERAGE VERTICALS

## Healthcare



### For-Profit

#### Corporate Finance Healthcare

- Healthcare IT
- Physician Practices
- Telehealth
- Home Health & Hospice
- Behavioral Health
- Lab & Pharma Services

#### Senior Housing & Care Finance

- Individual assets and portfolios of for-profit:
- Independent Living
  - Assisted Living
  - Memory Care
  - Skilled Nursing
  - CCRCs
  - Affordable Senior Housing

### Not-for-Profit

#### Senior Living Finance

- Multi-site senior living campuses/organizations
- Single-site senior living campuses/organizations

#### Healthcare Finance

- Large regional health systems
- Independent community hospitals

## Educational Institutions



### Charter School Finance & Higher Education Finance

- Charter Schools
- K-12 Private Schools
- Religious K-12 Private Schools
- Colleges & Universities
- Religious Colleges & Universities

## General Municipal & Structured Finance



- State & Local Governments
- Governmental Agencies
- Data Center Developers
- Solar Power & Waste to Energy Developers
- Recreational/Sports Complexes

# ZIEGLER'S COMPREHENSIVE SENIOR LIVING SERVICES AND RELATIONSHIPS

## Top Lead Managing Underwriters Senior Living Finance Issues 2021

Rank	Underwriter	# of Issues	\$ Millions
1	Ziegler	51	\$ 3,077.4
2	Herbert J. Sims & Co.	12	1,270.7
3	Hilltop Securities	1	507.3
4	Piper Sandler & Co.	12	392.8
5	Bank of America Securities	1	305.6
6	Truist Securities	2	194.2
7	RBC Capital Markets	3	188.9
8	KeyBanc Capital Markets	4	168.8
9	Odeon Capital Group	3	75.2
10	Robert W. Baird & Co.	2	59.2

## Top Lead Managing Underwriters Senior Living Finance Issues 2000 - 2021

Rank	Underwriter	# of Issues	\$ Millions
1	Ziegler	721	\$ 34,707.4
2	Herbert J. Sims & Co.	221	10,283.7
3	KeyBanc Capital Markets	148	5,968.5
4	Piper Sandler & Co.	193	5,637.2
5	Truist Securities	137	5,294.5
6	RBC Capital Markets	139	2,284.2
7	Colliers Securities	60	1,753.2
8	UBS Securities	34	1,728.4
9	Wachovia	133	1,436.4
10	Citi	24	1,314.5

Based on full credit given to senior manager of lead-managed underwriting principal volume for senior living transactions completed nationally. Rankings and amounts through Refinitiv data as of 12/31/21

### Education

- Industry Conferences / Symposiums
- (Annual Ziegler Senior Living Finance + Strategy Conference)
- LeadingAge Ziegler National CFO Workshop
- Ziegler National Senior Living Investor Workshop Series<sup>SM</sup>

### External Research

- LeadingAge Ziegler 200
- CARF Financial Ratios and Trends Publication (*Baker Tilly, CARF*)
- Resident Contract Study
- Statewide CCRC Report (MD; VA; TX) (*My LifeSite*)

### Industry Communication

- Z-News
- White papers
- Ziegler CFO Hotline<sup>SM</sup>

### Internal Information and Research

- Ziegler CCRC National Listing & Profile
- Client-requested research
- Client education sessions

### Secondary Market Investor Research

- Surveillance updates on current credits
- Supports active secondary trading

### Investor Market Research

- ZieglerResearch.com

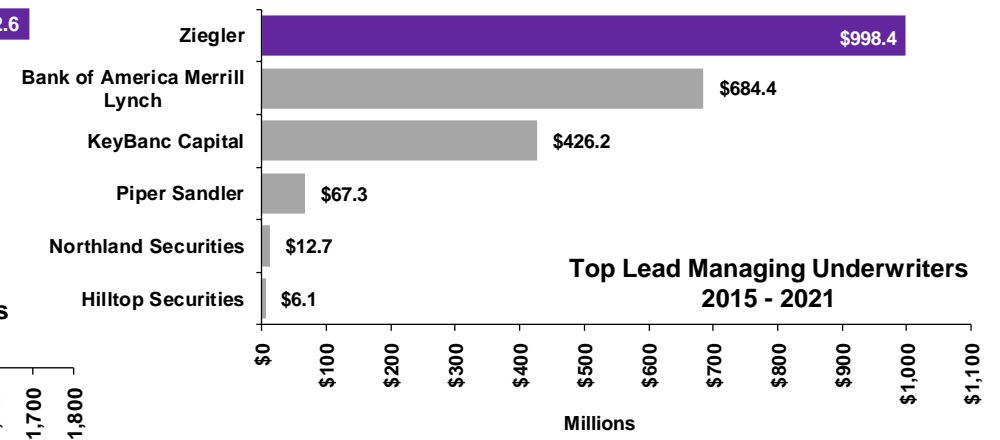
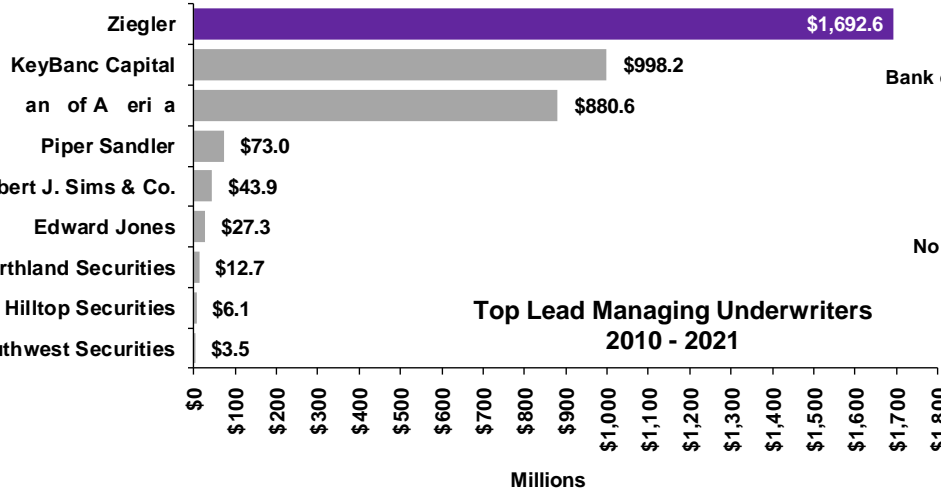
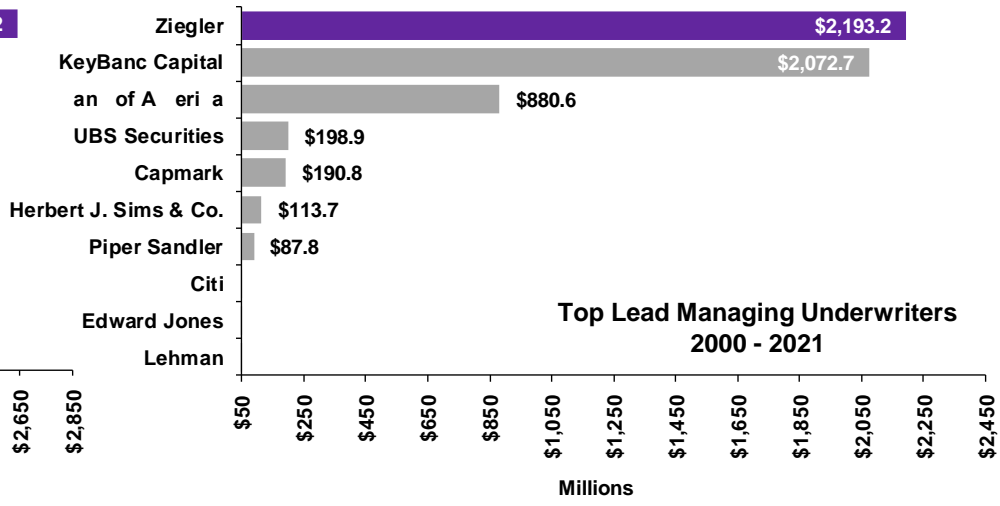
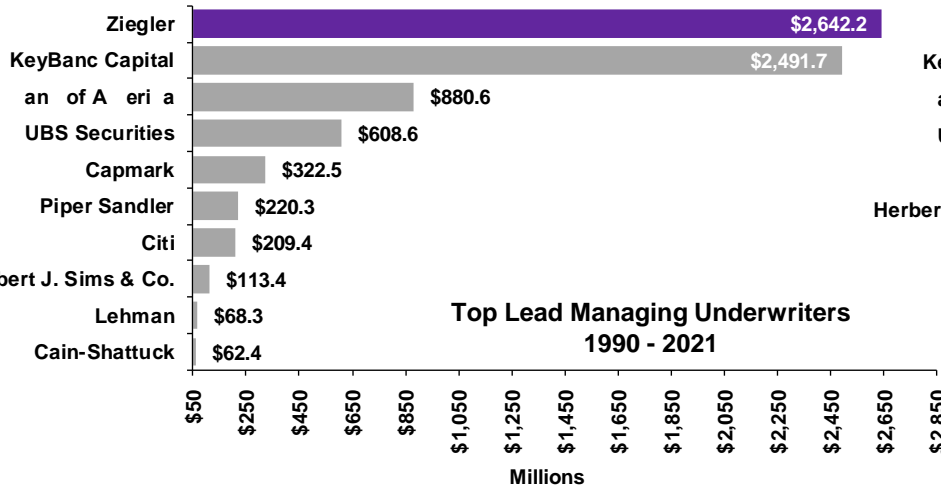
### Databases

- Industry trends (e.g. *CCaH, Rental CCRC's*)
- All senior living financings
- All new communities (*start-up CCRC's*) since 1990
- Senior living rated organizations

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(1) Excludes FP & 142(d) Issues.

# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – LEAGUE TABLES



# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – TRANSACTION LISTING

ZIEGLER'S CALIFORNIA FINANCINGS								
YEAR	PROVIDER	LOCATION	PAR AMOUNT	YEAR	PROVIDER	LOCATION	PAR AMOUNT	
2022	Mt. San Antonio Gardens	Pomona	\$43,780,000	2011	*Retirement Housing Foundation	Long Beach	\$117,615,000	
	The Redwoods	Mill Valley	\$23,550,000	(cont'd)	*Lytton Gardens	Palo Alto	\$11,885,000	
2021	Enso Village (The Kendal Corporation)	Healdsburg	\$297,030,000	2010	Baywood Court	Castro Valley	\$18,940,000	
	*Carmel Valley Manor	Carmel	\$10,274,272		American Baptist Homes of the West	Pleasanton	\$106,580,000	
	HumanGood California Obligated Group	Pleasanton	\$120,000,000	2009	Southern California Presbyterian Homes	Glendale	\$77,805,000	
2020	*HumanGood California Obligated Group	Pleasanton	\$125,000,000		*The Episcopal Home Communities	Alhambra	\$26,150,000	
	*Brethren Hillcrest Homes	La Verne	\$42,610,000		Retirement Housing Foundation	Long Beach	\$116,545,000	
2019	HumanGood California Obligated Group	Pleasanton	\$141,705,000	2007	Front Porch	Burbank	\$110,000,000	
	*HumanGood California Obligated Group	Pleasanton	\$25,610,000	2006	American Baptist Homes of the West	Pleasanton	\$50,000,000	
	Mt. San Antonio Gardens	Pomona	\$31,610,000		Elder Care Alliance of San Francisco	San Francisco	\$33,895,000	
	Paradise Valley Estates	Fairfield	\$95,685,000		Southern California Presbyterian Homes	Glendale	\$62,185,000	
2018	California Armenian Home	Fresno	\$24,660,000	2004	Elder Care Alliance of San Rafael	San Rafael	\$24,650,000	
	*HumanGood National Obligated Group	Pleasanton	\$20,000,000	2002	Aldersly	San Rafael	\$7,125,000	
2017	Channing House	San Francisco	\$44,120,000	2001	Country Crest	Oroville	\$18,445,000	
	Retirement Housing Foundation Obligated Group	Long Beach	\$25,620,000	1998	Eskaton Gold River Lodge	Gold River	\$12,710,000	
	Retirement Housing Foundation Obligated Group	Long Beach	\$45,685,000		Rhoda Haas Goldman Plaza	San Francisco	\$37,770,000	
	*Retirement Housing Foundation Obligated Group	Long Beach	\$21,820,000	1997	Home for Jewish Parents	Danville	\$12,555,000	
	Institute on Aging	San Francisco	\$34,355,000		SCPH Redwood Senior Homes and Services	Escondido	\$6,120,000	
	Channing House	Palo Alto	\$54,045,000	1995	Covenant Retirement Communities, Inc.	Santa Barbara	\$24,000,000	
2016	Paradise Valley Estates	Fairfield	\$22,080,000	1994	Northern California Presbyterian Homes	San Francisco	\$12,000,000	
	Atherton Baptist Homes	Alhambra	\$31,390,000		St. Paul's Episcopal Home	San Diego	\$7,140,000	
2015	Aldersly	San Rafael	\$6,635,000	1993	Walker Senior Housing Corp. VII-The Lodge	Chico	\$5,270,000	
	American Baptist Homes of the West	Pleasanton	\$52,080,000		Eden Hospital Health Services Corp.	Casto Valley	\$23,675,000	
	*Episcopal Senior Communities	Walnut Creek	\$8,718,000		Odd Fellows Housing of Napa, Inc.	Napa	\$18,995,000	
	*be.group (SCPH)	Glendale	\$47,900,000		Eskaton Properties, Inc.	Carmichael	\$50,790,000	
2014	Brethren Hillcrest Homes	La Verne	\$38,660,000	1992	Covenant Retirement Communities, Inc.	Santa Barbara	\$21,600,000	
	*Retirement Housing Foundation	Long Beach	\$110,120,000		On Lok Senior Health Services	San Francisco	\$13,300,000	
	**MonteCedro	Altadena	\$70,152,500		Air Force Village West	Riverside	\$64,275,000	
2013	The Redwoods	Mill Valley	\$29,970,000		San Diego Christian Foundation	San Diego	\$8,360,000	
	Poway RHF Housing	Poway	\$13,345,000		Mayflower Gardens Health Facilities	Los Angeles	\$43,400,000	
	Covenant Retirement Communities, Inc.	Santa Barbara	\$20,450,000		Eskaton Properties, Inc.	Carmichael	\$17,300,000	
	The Terraces at Los Altos (ABHOW)	Pleasanton	\$71,250,000	1991	Association for Retarded Citizens	San Diego	\$8,475,000	
2012	Episcopal Communities & Services	Alhambra	\$64,160,000		Sierra View Homes	Reedley	\$4,240,000	
	The Terraces at San Joaquin Gardens (ABHOW)	Fresno	\$71,035,000		Walker Senior Housing Corp. VII	Chico	\$15,000,000	
	*American Baptist Homes of the West	Pleasanton	\$20,000,000		Channing House	Palo Alto	\$9,800,000	
2011	Episcopal Senior Communities	Walnut Creek	\$62,200,000	1990	Eskaton Properties, Inc.	Carmichael	\$40,700,000	
	*American Baptist Homes of the West	Pleasanton	\$15,000,000					
*Other Transactions / **Co-Manager							TOTAL	\$3,221,599,772

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**SECTION 999.5(d)(2)(B)**

**2) Fair Oaks Appraisal dated July 30, 2013.**

APPRAISAL OF  
**ESTAKON CARE CENTER FAIR OAKS**

An Existing Nursing Facility

At  
11300 Fair Oaks Blvd.,  
Fair Oaks, CA 95628

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

Home Page Address  
<http://www.aaronbrownassociates.com>

As Of  
July 30, 2013



**AARON BROWN & ASSOCIATES, INC.**

2765 12th Street S.E. • P.O. Box 1344

Salem, Oregon 97302-4344

503.363.5969 • Fax 503.363.5988

August 14, 2013

A.B. & Assoc. File No. 13-1173

Project No.13-009401-19-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Fair Oaks, a 149 bed nursing home as if operated for profit, at 11300 Fair Oaks Blvd. Fair Oaks, CA 95628 hereafter referred to as the "property."

Dear Mr. Cuesta:

As requested, we have estimated the market value of the above "property." The accompanying report summarizes our research, analysis, and conclusions.

Value components of tangible real estate (as if vacant); stabilized operation (stabilized occupancy and in-place staffing/management), personal property (movable furnishings, fixtures, and equipment), are segregated.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 30, 2013.

**NINETEEN MILLION DOLLARS**

**\$19,000,000**

Tangible Real Estate	\$13,000,000
Going Concern	\$ 5,700,000
Personal Property	<u>\$ 300,000</u>
Total	\$19,000,000

This report and its field data are in our files. The appraisal is in conformance with Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification. It is a complete appraisal in a self-contained format. The Cost Approach is excluded as it does not provide a reliable value indicator.

Value estimates are contingent upon the report definitions, assumptions, limiting conditions, and certification. Readers unfamiliar with elderly care properties must review the addenda **“Elderly Care Industry Market Overview.”**

Submitted By,



Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014



Scott Jarmer  
Appraiser  
California License No. 30000746  
Expires May 31, 2014

Dan Wilch  
Appraiser  
California License No. AG045030  
Expires December 31, 2013



## RECONCILIATION OF APPLICABLE APPROACHES TO VALUE

The “property” market value, as indicated by the two applicable approaches, is:

Direct Comparison (Market) Approach	\$19,500,000
Income Capitalization Approach	\$19,000,000

### Direct Sales Comparison Approach

The Direct Sales Comparison Approach is most applicable when there is a developed and active sales market, properties are readily interchangeable, and significant adjustments are not necessary. It is least applicable for special purpose properties, inactive markets with few brokers, and when major adjustments are necessary.

Nursing home facilities are quasi-special purpose in character. They are developed for the needs of a specific operator. Although there are similarities between nursing home facilities, the specific modus operandi of a particular owner influences design and operation. Stabilized operation influences value and sales price. Few facilities successfully operated sell. Sales tend to reflect distressed properties or properties operating below expected return for capital investment. Although there are a few brokers specializing in congregate care properties nationwide (Marcus & Millichap), there is not a true active market place.

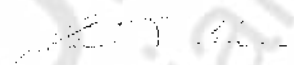
Sales (even distressed) are relatively rare and great distance is necessary for comparable data. The comparables differ not only in location but improvement and operational characteristics. It is necessary to use income and expense data to relate comparables to the “property.”


Use of economic data in comparative analysis weakens the Direct Sales Comparison Approach and makes it dependent on numbers in the Income Capitalization Approach. Due to the significant differences between the subject and comparables, the Sale Comparison provides only a “rough” estimate of value. It is useful primarily to acquaint the reader with sales data background. It is not relied on for the final value.


## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, Scott Jarmer and Dan Wilch certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 30, 2013. Scott Jarmer gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI, and Dan Wilch. Aaron J. Brown, MAI, and Scott Jarmer did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, we, Dan Wilch, Aaron J. Brown, MAI, and Scott Jarmer have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

  
Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

  
Scott Jarmer  
Appraiser  
California License No 3000746  
Expires May 31, 2014

  
Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

**SECTION 999.5(d)(2)(B)**

**3) Greenhaven Appraisal dated July 30, 2013.**

**APPRAISAL OF**  
**ESKATON CARE CENTER GREENHAVEN**  
An Existing Nursing Facility

At  
455 Florin Rd.,  
Sacramento, CA 95831

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

Home Page Address  
<http://www.aaronbrownassociates.com>

As Of  
July 29, 2013



AARON BROWN & ASSOCIATES, INC.  
2765 Elm Street S.E. • P.O. Box 4344  
Salem, Oregon 97302-4344  
503.362.5049 • Fax 503.363.5988

August 14, 2013

A.B. & Assoc. File No. 13-1168  
Project No 13-009401-03-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Greenhaven, a 148 bed nursing home as-if operated for profit at 455 Florin Rd., Sacramento, CA 95831 hereafter referred to as the "property."

Dear Mr. Cuesta:

As requested, we have estimated the market value of the above "property." The accompanying report summarizes our research, analysis, and conclusions.

Value components of tangible real estate (as if vacant); stabilized operation (stabilized occupancy and in-place staffing/management), personal property (movable furnishings, fixtures, and equipment), are segregated.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 29, 2013.

**SEVENTEEN MILLION ONE HUNDRED THOUSAND DOLLARS**

**\$17,100,000**

<b>As Is Value Allocation</b>		
Tangible Real Estate	\$ 11,670,000	68.2%
Stabilized Operation	\$ 5,130,000	30.0%
Personal Property	\$ 300,000	1.8%
<b>Total</b>	<b>\$ 17,100,000</b>	<b>100%</b>

This report and its field data are in our files. The appraisal is in conformance with Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification. It is in a summary format. The Cost Approach is excluded as it does not provide a reliable value indicator.

Value estimates are contingent upon the report definitions, assumptions, limiting conditions, and certification. Readers unfamiliar with elderly care properties must review the addenda **“Elderly Care Industry Market Overview.”**

Submitted By,



Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Dan Wilch  
Appraiser  
California License No. AG040530  
Expires December 31, 2013

## RECONCILIATION OF THREE APPROACHES TO VALUE

The “property” market value, as indicated by the three approaches, is:

Cost Approach	Not Applicable
Direct Comparison (Market) Approach	\$17,400,000
Income Capitalization Approach	\$17,100,000

### Cost Approach

The Cost Approach provides a reasonable value indication value if development cost and land value are readily derived, there is no intangible value, and the improvements are new, are of modern design, and are fully utilized. It is least applicable when development cost and land value are difficult to estimate, when there is substantial intangible and/or entitlement value, and when the improvements are subject to significant physical depreciation and/or functional/economic obsolescence. The Cost Approach’s weakness is it does not directly estimate value, it estimates replacement cost less depreciation. Its strength is it categorizes the specific value components of the “property.”

As a quasi-special purpose property built for an owner/operator, development cost are specific to the owner making improvement construction cost and land value more difficult to estimate. There is often enhanced entitlement value with property specific development approval that allows greater unit density on a range of underlying land zoning. Extended absorption from opening to stabilized operation, the importance of successful marketing and high staff hiring/training expense results in substantial intangible going-concern value which is difficult to estimate. The “property” improvements are older. They are outdated and atypical in design. There is minimal net income in the residential care operation. As a quasi-special purpose property that includes entitlement and/or going-concern intangible value, due to these issues, the Cost Approach is not a reliable indicator of value and was not performed. Depreciation is a significant factor.

### Direct Sales Comparison Approach

The Direct Sales Comparison or Market Approach is most applicable when there is a developed and active sales market, properties are readily interchangeable, and significant adjustments are not necessary for comparison. It is least applicable for special purpose properties, inactive markets with few brokers, and when major adjustments are necessary.

Elderly care facilities are quasi-special purpose in character. They are developed for the needs of a specific operator. Although there are commonalities between elderly care facilities, the specific modus operandi of a particular owner influences design. Stabilized operation influences value and sales price. Few facilities successfully operated sell. Sales tend to reflect distressed properties or properties operating below expected return for capital investment. The few successfully operated facility sales tend to be sale lease backs (often with option to re-purchase), not true sales in which the transaction is a financing vehicle or the investors and buying into the larger operating entity and not the property sold. Although there are a few brokers specializing in elderly care properties (Marcus & Millichap, nationwide) there is not a true active market place.

Sales (even distressed) are relatively rare and great distance is necessary for comparable data. The comparables differ not only in location but improvement and operational characteristics. It is necessary to use income and expense data to relate comparables to the "property." This weakens the Direct Sales Comparison Approach and makes it dependent on numbers in the Income Capitalization Approach. It provides only a "rough" estimate of value. It is useful primarily to acquaint the reader with sales data background. It is not relied on for the final value.

#### **Income Capitalization Approach**

Elderly care properties sell based on income producing capability. Net income determines price between buyers and sellers. It is the approach used to value this property type.

There is adequate market data to estimate the "property" effective gross income, vacancy and expenses. Net income is converted into value by a direct capitalization rate using sales data and industry norms. The Income Capitalization Approach provides the best indication of value. Its value conclusion is relied upon.

With primary emphasis on the Income Capitalization Approach, the concluded value of the "property" with stabilized operation as-if operated for-profit as of July 29, 2013, is:

**SEVENTEEN MILLION ONE HUNDRED THOUSAND DOLLARS**


**\$17,100,000**



## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, and Dan Wilch certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 29, 2013, and gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI. Aaron J. Brown, MAI, did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, I, Aaron J. Brown, MAI, have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

  
Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

**SECTION 999.5(d)(2)(B)**

**4) Manzanita Appraisal dated July 30, 2013.**

**APPRAISAL OF**  
**ESKATON CARE CENTER MANZANITA**  
An Existing Nursing Facility

At  
5318 Manzanita Avenue  
Carmichael, CA 95608

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

Home Page Address  
<http://www.aaronbrownassociates.com>

As Of  
July 30, 2013



AARON BROWN & ASSOCIATES, INC.  
2705 12th Street S.E. • P.O. Box 4544  
Salem, Oregon 97302-4544  
503.763.5999 • Fax 503.368.5998

August 13, 2013

A.B. & Assoc. File No. 13-1165  
Project No. 13-009401-18-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Manzanita, a 99-licensed bed nursing home as if operated for profit at, 5318 Manzanita Ave., Carmichael, CA 95608 hereafter referred to as the "property."

Dear Mr. Cuesta:

Per your engagement letter/contract in the Addenda, we estimated market values of the above "property" and this report summarizes our research, analysis, and conclusions.

Tangible real estate (as if vacant); personal property (movable furnishings, fixtures, and equipment); and intangible stabilized operation values are segregated after reconciled total market value is concluded.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 30, 2013 as-if operated for-profit.

**SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS**

**\$7,500,000**

<b>As-Is Value Allocation</b>		
Tangible Real Estate	\$ 5,050,000	67.3%
Stabilized Operation	\$ 2,250,000	30%
Personal Property	\$ 200,000	2.7%
<b>Total</b>	<b>\$ 7,500,000</b>	<b>100%</b>

This report and its field data are in our files. It conforms to Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), requirements of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification with a copy and support data retained in our files. It is a complete appraisal in a summary format. The Cost Approach is excluded as an unreliable value indicator.

Value estimates and the segregation of reconciled total value are contingent on report definitions, assumptions, limiting conditions, and certification. An extraordinary assumption and hypothetical condition are on page 6. Readers unfamiliar with elderly care properties must review the addenda "**Elderly Care Industry Market Overview.**"

Submitted By,

Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires: February 17, 2014

Ian Ivey  
Appraiser  
California License No. 30000742  
Expires: October 31, 2015

Dan Wilch  
Appraiser  
California License No. AG045030  
Expires December 31, 2013

## RECONCILIATION OF THREE APPROACHES TO VALUE

The "property" market value, as indicated by the three approaches, is:

Cost Approach	Not Applicable
Direct Comparison (Market) Approach	\$7,450,000
Income Capitalization Approach	\$7,500,000

The Cost Approach is most effective when improvements are new or nearly new and fully utilized for their designed intent without substantial going-concern or stabilized operation value. The appraised facility represents a middle-aged project that includes functional and/or economic obsolescence as well as physical depreciation.

The Cost Approach is not readily sensitive to market forces which determine supply and demand factors. While replacement cost new will determine what it will cost to build, it does not provide an indication as to worth. Due to its weaknesses, the Cost Approach is not used.

The Direct Sales Comparison Approach reflects price paid for a property. It is subject to demand and supply factors that determine value. It has weaknesses, however, due to the many adjustments necessary in relating the comparable sales to the subject property. These adjustments include locational, physical, and income characteristic differences. Due to the many adjustments necessary, the Direct Sales Comparison Approach provides only a rough estimate of value.

The Income Capitalization Approach values property based on its future income potential. It reflects current economic conditions in the market place and is the method most commonly utilized by informed buyers and sellers to determine price paid. This approach relied upon a rental survey that included facilities of similar operational and locational characteristics. Projected expenses were based upon expense comparables, industry averages, and historical subject data. The net income that resulted was capitalized into value based on a direct capitalization rate that was tethered to industry expectations. This approach, therefore, is influenced by market factors and is the method by which skilled care nursing properties are typically sold and purchased.

Giving primary emphasis to the Income Capitalization Approach to value the nursing home operations, the market value of the fee simple interest in the appraised property as of July 30, 2013 is:

**SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS**

**\$7,500,000**

## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, Dan Wilch, and Ian Ivey certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011. It is in our files as assignment No. 11-1018.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 30, 2013. Ian Ivey, gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI, and Dan Wilch. Aaron J. Brown, MAI, and Ian Ivey, did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, we, Ian Ivey, Aaron J. Brown, MAI, and Dan Wilch have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* As of the date of this report, we, Aaron J. Brown, MAI, and, Dan Wilch, and Ian Ivey, have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Ian Ivey  
Appraiser  
California License No. 3000742  
Expires: October 31, 2013

Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

### SECTION 999.5(d)(2)(C)

- (C) A description of the methods used by the applicant to determine the market value of any assets involved in the proposed agreement or transaction. This description shall include a description of the efforts made by the applicant to sell or transfer each health facility or facility that provides similar health care services that is the subject of the proposed agreement or transaction.**

Eskaton engaged Ziegler to conduct an analysis for the sale of the SNFs and help solicit offers. Based on market conditions, Ziegler provided a preliminary estimate of value per bed for the SNFs. Working together, Eskaton and Ziegler prepared a packet presenting the SNFs and requesting proposals for the purchase. Eight competitive offers were received in a relatively short period, and both Eskaton and Ziegler reviewed and analyzed the offers, the feasibility of the offerors obtaining the necessary financing, and the anticipated timeline for completion of the transaction. Due to the financial unsustainability of the SNFs over the preceding 12 months, the ability of the buyer to complete the transaction and obtain required approvals promptly had significant value. Another key factor was the prospective buyer's commitment to continuity of Eskaton's standards for employees and residents. See attached Ziegler appraisal and valuation in Section 999.5(d)(2)(B) above.



**SECTION 999.5(d)(2)(D)**

**(D) Reports, analysis, Requests for Proposal, and any other documents that refer or relate to the valuation of any asset involved in the agreement or transaction.**

1. Ziegler valuation of Fair Oaks, Greenhaven, and Manzanita dated July 20, 2022.
2. Zeigler Offering Memorandum Prepared in Fall 2022.
3. Fair Oaks Appraisal dated July 30, 2013.
4. Greenhaven Appraisal dated July 30, 2013.
5. Manzanita Appraisal dated July 30, 2013.

## **SECTION 999.5(d)(2)(D)**

- 1) Ziegler valuation of Fair Oaks, Greenhaven, and Manzanita dated July 20, 2022.**



# Eskaton Skilled Nursing Portfolio

## PRELIMINARY VALUE ESTIMATE

Summer 2022

**Dan Revie**

*Managing Director & Group Co-Head*  
Senior Housing & Care Finance Practice

[drevie@ziegler.com](mailto:drevie@ziegler.com)  
(414) 978-6556

**Michael Anthony**

*Assistant Vice President*  
Senior Housing & Care Finance Practice

[manthony@ziegler.com](mailto:manthony@ziegler.com)  
(615) 982-7563

**Michael McGinnis**

*Analyst*  
Senior Housing & Care Finance Practice

[mmcginnis@ziegler.com](mailto:mmcginnis@ziegler.com)  
(312) 596-1564

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Section I. – Estimation of Value

Section II. – Senior Housing & Care Finance Practice

Section III. – Ziegler Investment Banking

## SECTION I.

### ESTIMATION OF VALUE

# ESTIMATION OF PORTFOLIO VALUE

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

As requested, the following is Ziegler’s preliminary valuation estimate for Eskaton’s 391-bed / 3-community skilled nursing portfolio located in the greater Sacramento, California area (the “Portfolio”).

Ziegler relied, primarily, on a blend of two valuation methodologies to arrive at a range of values the Portfolio might achieve if properly marketed: the **Income Capitalization Approach** and the **Comparable Sales Approach**.

Ziegler thoroughly reviewed each community’s historical financial statements, census, unit mix, and other publicly available information on the Portfolio as part of this analysis. Additionally, Ziegler reviewed nationwide transaction data, transactions for comparable assets in the relevant market and region, as well as our own sales experience in California. Ziegler also conducted a preliminary review of the competitive marketplace, comparing the Portfolio’s base rates to the local and nationwide marketplace averages.

Given our team’s history of successfully transacting for our clients, Ziegler identified site-specific and external / market factors that will influence value, both positively and negatively, and incorporated their impact herein.

**Income Capitalization** – Ziegler typically applies suitable capitalization rates to historical cash flows and adjusted cash flows to arrive at a range of potential values. Given in-place historic cash flows and margins of the Portfolio, more relevance was placed on the comparable sales approach and our knowledge of these markets given our historical experience with comparable communities.

**Comparable Sales** – Ziegler has recent and relevant sell-side experience in California and throughout the country and unmatched expertise selling skilled nursing and senior housing communities/portfolios. We have identified “per bed” transaction values for comparable **Skilled Nursing** portfolios to illustrate the Portfolio’s intrinsic real estate value. Average per bed values – based on a subset of regional and local transactions, as well as Ziegler’s transaction experience – were applied to the go-forward unit capacity of 391 operating beds. A higher emphasis and weighting was placed on the comparable sales approach given the recent operational performance of the Portfolio.

<b>Estimated Valuation</b>	<b>\$35,190,000 – \$44,965,000</b>
<b>Value Per Bed*</b>	<b>\$90,000 – \$115,000</b>

\*Based on 391 operating beds.

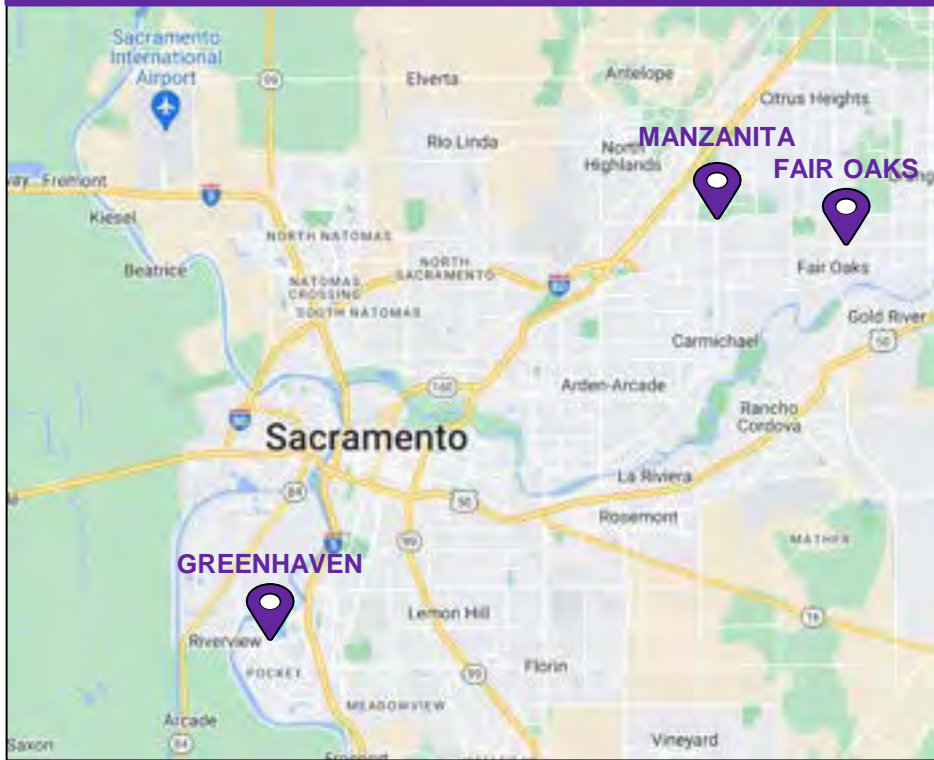
**NOTE:** For purposes of rendering a value estimate, Ziegler has relied upon information provided by management. Ziegler has not independently verified any of the foregoing information and has relied on it being complete and accurate in all material respects. It should be noted that Ziegler’s Senior Housing Care & Finance Practice (“SHCFP”) team has not toured the Portfolio, as such, the analysis represents a “best estimate” valuation and may be subject to change upon further analysis and vetting of the assets and marketplaces.

ESKATON\_001776

# PORTFOLIO SUMMARY & OPERATIONS ANALYSIS

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

## Portfolio Footprint

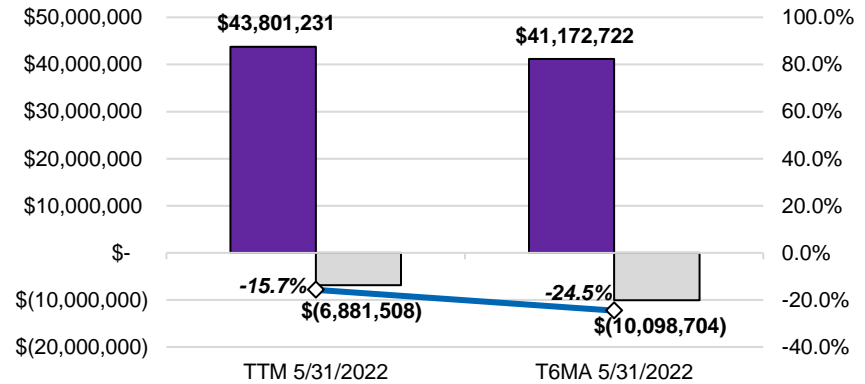


## Portfolio Characteristics

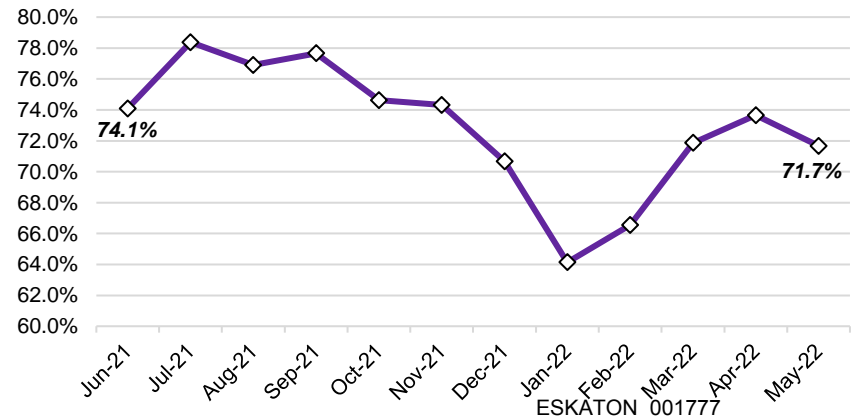
<b>Location:</b>	Greater Sacramento, California Area		
<b>Operating SNF Beds:</b>	95 + 148 + 148 = 391	<b>Average Overall CMS Star Rating:</b>	4.7
<b>Licensed SNF Beds:</b>	99 + 149 + 148 = 396	<b>May 2022 Occupancy %:</b>	71.7%

## Operations Analysis

### Trailing Revenue & EBITDA\* Trends



### Trailing Occupancy Trend



\*EBITDA = Earnings Before Interest, Taxes, Depreciation, and Amortization.

# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER MANZANITA

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>													Mix %	
Private Pay Days	112	71	54	104	126	108	65	93	56	78	162	131	1,160	5.4%
Complex Care Days	96	153	155	108	50	8	19	26	92	61	75	-	843	3.9%
Other Managed Care Days	356	483	386	327	369	481	329	92	337	528	417	632	4,737	21.9%
Medicare Days	194	101	77	179	132	115	218	83	81	147	208	205	1,740	8.1%
Medi-Cal Days	1,005	1,038	1,042	1,043	1,201	1,182	1,169	1,083	960	1,040	927	863	12,553	58.1%
Hospice/Respite Days	85	60	28	5	30	-	-	59	56	87	79	89	578	2.7%
<b>Total SNF Patient Days</b>	<b>1,848</b>	<b>1,906</b>	<b>1,742</b>	<b>1,766</b>	<b>1,908</b>	<b>1,894</b>	<b>1,800</b>	<b>1,436</b>	<b>1,582</b>	<b>1,941</b>	<b>1,868</b>	<b>1,920</b>	<b>21,611</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	
<b>Overall SNF Occupancy %</b>	<b>64.8%</b>	<b>64.7%</b>	<b>59.2%</b>	<b>62.0%</b>	<b>64.8%</b>	<b>66.5%</b>	<b>61.1%</b>	<b>48.8%</b>	<b>59.5%</b>	<b>65.9%</b>	<b>65.5%</b>	<b>65.2%</b>	<b>62.3%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 859,695	\$ 901,881	\$ 828,241	\$ 828,835	\$ 847,604	\$ 850,415	\$ 778,240	\$ 663,404	\$ 763,138	\$ 910,836	\$ 880,601	\$ 867,608	\$ 9,980,498	\$ 461.82
Ancillary Revenues	195,467	205,900	165,461	176,190	174,719	168,216	144,840	59,552	171,238	287,449	218,891	252,490	2,220,413	102.74
Gross SNF Patient Revenue	1,055,162	1,107,781	993,702	1,005,025	1,022,323	1,018,631	923,080	722,956	934,376	1,198,285	1,099,492	1,120,098	12,200,911	564.57
Contractual Allowances	(149,400)	(69,164)	(135,239)	(174,843)	(96,706)	(86,343)	(87,669)	(130,390)	(194,222)	(207,074)	(99,946)	33,691	(1,397,305)	(64.66)
Net SNF Patient Revenue	905,762	1,038,617	858,463	830,182	925,617	932,288	835,411	592,566	740,154	991,211	999,546	1,153,789	10,803,606	499.91
Other Operating Revenues	1,405	1,629	1,587	1,365	1,555	12,169	1,267	1,059	1,233	1,616	1,668	1,412	27,965	1.29
<b>Total Operating Revenue</b>	<b>\$ 907,167</b>	<b>\$ 1,040,246</b>	<b>\$ 860,050</b>	<b>\$ 831,547</b>	<b>\$ 927,172</b>	<b>\$ 944,457</b>	<b>\$ 836,678</b>	<b>\$ 593,625</b>	<b>\$ 741,387</b>	<b>\$ 992,827</b>	<b>\$ 1,001,214</b>	<b>\$ 1,155,201</b>	<b>\$ 10,831,571</b>	<b>\$ 501.21</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 530,996	\$ 557,086	\$ 527,019	\$ 540,953	\$ 592,532	\$ 521,672	\$ 551,861	\$ 514,776	\$ 534,536	\$ 691,318	\$ 598,386	\$ 651,854	\$ 6,812,989	\$ 315.26
Employee Benefits	182,885	198,488	187,853	178,566	186,346	187,773	195,501	194,762	174,777	197,675	193,495	191,802	2,269,923	105.04
Registry	45,377	58,776	39,822	39,707	131,647	126,744	79,508	49,390	91,751	78,672	81,781	77,260	900,435	41.67
Professional Fees	8,738	11,103	14,071	13,246	(477)	10,616	4,413	9,618	8,783	10,178	9,183	8,483	107,955	5.00
Supplies	56,352	54,463	54,299	64,745	59,954	70,940	11,329	72,084	21,678	58,298	54,644	51,412	630,198	29.16
Purchased Services	38,943	16,413	42,676	14,534	24,173	27,306	18,116	17,628	11,640	19,002	38,481	17,712	286,624	13.26
Ancillary Costs	82,728	45,418	59,790	105,737	54,171	104,570	18,449	(2,646)	67,922	110,978	68,749	86,086	801,952	37.11
Utilities	27,983	22,387	32,497	25,389	19,670	36,756	41,755	30,856	30,215	26,681	21,449	22,166	337,804	15.63
Insurance & Other	74,862	71,842	74,378	69,950	90,607	75,871	96,015	68,327	76,067	92,095	71,818	103,083	964,915	44.65
<b>Total Operating Expenses</b>	<b>\$ 1,048,864</b>	<b>\$ 1,035,976</b>	<b>\$ 1,032,405</b>	<b>\$ 1,052,827</b>	<b>\$ 1,158,623</b>	<b>\$ 1,162,248</b>	<b>\$ 1,016,947</b>	<b>\$ 954,795</b>	<b>\$ 1,017,369</b>	<b>\$ 1,284,897</b>	<b>\$ 1,137,986</b>	<b>\$ 1,209,858</b>	<b>\$ 13,112,795</b>	<b>\$ 606.76</b>
<b>EBITDAM</b>	<b>\$ (141,697)</b>	<b>\$ 4,270</b>	<b>\$ (172,355)</b>	<b>\$ (221,280)</b>	<b>\$ (231,451)</b>	<b>\$ (217,791)</b>	<b>\$ (180,269)</b>	<b>\$ (361,170)</b>	<b>\$ (275,982)</b>	<b>\$ (292,070)</b>	<b>\$ (136,772)</b>	<b>\$ (54,657)</b>	<b>\$ (2,281,224)</b>	<b>\$ (105.56)</b>
EBITDAM Margin %	-15.6%	0.4%	-20.0%	-26.6%	-25.0%	-23.1%	-21.5%	-60.8%	-37.2%	-29.4%	-13.7%	-4.7%	-21.1%	
5% Management Fee	45,358	52,012	43,003	41,577	46,359	47,223	41,834	29,681	37,069	49,641	50,061	57,760	541,579	25.06
<b>EBITDA</b>	<b>\$ (187,055)</b>	<b>\$ (47,742)</b>	<b>\$ (215,358)</b>	<b>\$ (262,857)</b>	<b>\$ (277,810)</b>	<b>\$ (265,014)</b>	<b>\$ (222,103)</b>	<b>\$ (390,851)</b>	<b>\$ (313,051)</b>	<b>\$ (341,711)</b>	<b>\$ (186,833)</b>	<b>\$ (112,417)</b>	<b>\$ (2,822,803)</b>	<b>\$ (130.62)</b>
EBITDA Margin %	-20.6%	-4.6%	-25.0%	-31.6%	-30.0%	-28.1%	-26.5%	-65.8%	-42.2%	-34.4%	-18.7%	-9.7%	-26.1%	

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\*PPD = Per Patient Day.



# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER FAIR OAKS

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>														Mix %
Private Pay Days	230	252	314	257	237	284	409	348	255	340	394	381	3,701	8.5%
Complex Care Days	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Other Managed Care Days	805	844	816	775	835	640	467	303	473	648	641	682	7,929	18.2%
Medicare Days	227	352	223	267	224	123	220	213	138	273	289	188	2,737	6.3%
Medi-Cal Days	2,396	2,560	2,525	2,475	2,579	2,346	2,323	2,322	2,005	2,109	2,024	2,237	27,901	64.1%
Hospice/Respite Days	123	105	130	98	122	97	91	76	53	111	120	154	1,280	2.9%
<b>Total SNF Patient Days</b>	<b>3,781</b>	<b>4,113</b>	<b>4,008</b>	<b>3,872</b>	<b>3,997</b>	<b>3,490</b>	<b>3,510</b>	<b>3,262</b>	<b>2,924</b>	<b>3,481</b>	<b>3,468</b>	<b>3,642</b>	<b>43,548</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	
<b>Overall SNF Occupancy %</b>	<b>85.2%</b>	<b>89.6%</b>	<b>87.4%</b>	<b>87.2%</b>	<b>87.1%</b>	<b>78.6%</b>	<b>76.5%</b>	<b>71.1%</b>	<b>70.6%</b>	<b>75.9%</b>	<b>78.1%</b>	<b>79.4%</b>	<b>80.6%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 1,465,211	\$ 1,595,794	\$ 1,539,336	\$ 1,494,938	\$ 1,545,559	\$ 1,336,810	\$ 1,329,197	\$ 1,308,092	\$ 1,181,129	\$ 1,421,864	\$ 1,420,336	\$ 1,479,654	\$ 17,117,920	\$ 393.08
Ancillary Revenues	314,802	326,523	314,015	322,385	348,379	280,614	250,553	170,586	209,646	327,978	328,855	288,995	3,483,331	79.99
Gross SNF Patient Revenue	1,780,013	1,922,317	1,853,351	1,817,323	1,893,938	1,617,424	1,579,750	1,478,678	1,390,775	1,749,842	1,749,191	1,768,649	20,601,251	473.07
Contractual Allowances	(110,070)	(30,055)	(176,595)	(179,547)	(263,409)	(148,565)	(207,336)	(196,133)	(191,753)	(242,044)	(186,009)	(175,839)	(2,107,355)	(48.39)
Net SNF Patient Revenue	1,669,943	1,892,262	1,676,756	1,637,776	1,630,529	1,468,859	1,372,414	1,282,545	1,199,022	1,507,798	1,563,182	1,592,810	18,493,896	424.68
Other Operating Revenues	549	340	278	303	262	301	217	381	373	1,900	2,084	360	7,348	0.17
<b>Total Operating Revenue</b>	<b>\$ 1,670,492</b>	<b>\$ 1,892,602</b>	<b>\$ 1,677,034</b>	<b>\$ 1,638,079</b>	<b>\$ 1,630,791</b>	<b>\$ 1,469,160</b>	<b>\$ 1,372,631</b>	<b>\$ 1,282,926</b>	<b>\$ 1,199,395</b>	<b>\$ 1,509,698</b>	<b>\$ 1,565,266</b>	<b>\$ 1,593,170</b>	<b>\$ 18,501,244</b>	<b>\$ 424.85</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 792,162	\$ 811,667	\$ 761,543	\$ 755,413	\$ 871,357	\$ 721,525	\$ 733,477	\$ 647,727	\$ 718,076	\$ 837,832	\$ 827,949	\$ 843,132	\$ 9,321,860	\$ 214.06
Employee Benefits	247,655	263,569	251,302	247,838	251,055	245,728	256,030	252,857	241,871	260,162	247,074	265,256	3,030,397	69.59
Registry	118,241	153,524	223,091	75,442	259,933	281,049	282,319	160,754	124,828	145,027	191,407	99,587	2,115,202	48.57
Professional Fees	8,121	4,847	5,313	4,493	5,033	10,657	4,083	3,253	22,683	14,436	3,243	4,273	90,435	2.08
Supplies	99,523	100,073	98,979	80,831	77,827	78,542	82,966	73,845	72,049	61,879	70,090	85,441	982,045	22.55
Purchased Services	53,102	37,668	22,107	28,591	62,310	18,783	42,875	36,354	19,227	22,860	27,540	31,795	403,212	9.26
Ancillary Costs	72,673	75,214	80,108	70,805	74,620	70,478	50,467	36,765	45,225	64,107	62,988	69,485	772,935	17.75
Utilities	32,044	32,819	33,408	31,629	27,567	27,571	31,124	31,566	25,759	27,264	25,651	32,370	358,772	8.24
Insurance & Other	116,757	116,565	116,402	119,396	115,746	114,661	116,393	113,352	104,411	112,598	109,143	107,777	1,363,201	31.30
<b>Total Operating Expenses</b>	<b>\$ 1,540,278</b>	<b>\$ 1,595,946</b>	<b>\$ 1,592,253</b>	<b>\$ 1,414,438</b>	<b>\$ 1,745,448</b>	<b>\$ 1,568,994</b>	<b>\$ 1,599,734</b>	<b>\$ 1,356,473</b>	<b>\$ 1,374,129</b>	<b>\$ 1,546,165</b>	<b>\$ 1,565,085</b>	<b>\$ 1,539,116</b>	<b>\$ 18,438,059</b>	<b>\$ 423.40</b>
<b>EBITDAM</b>	<b>\$ 130,214</b>	<b>\$ 296,656</b>	<b>\$ 84,781</b>	<b>\$ 223,641</b>	<b>\$ (114,657)</b>	<b>\$ (99,834)</b>	<b>\$ (227,103)</b>	<b>\$ (73,547)</b>	<b>\$ (174,734)</b>	<b>\$ (36,467)</b>	<b>\$ 181</b>	<b>\$ 54,054</b>	<b>\$ 63,185</b>	<b>\$ 1.45</b>
EBITDAM Margin %	7.8%	15.7%	5.1%	13.7%	-7.0%	-6.8%	-16.5%	-5.7%	-14.6%	-2.4%	0.0%	3.4%	0.3%	
5% Management Fee	83,525	94,630	83,852	81,904	81,540	73,458	68,632	64,146	59,970	75,485	78,263	79,659	925,062	21.24
<b>EBITDA</b>	<b>\$ 46,689</b>	<b>\$ 202,026</b>	<b>\$ 929</b>	<b>\$ 141,737</b>	<b>\$ (196,197)</b>	<b>\$ (173,292)</b>	<b>\$ (295,735)</b>	<b>\$ (137,693)</b>	<b>\$ (234,704)</b>	<b>\$ (111,952)</b>	<b>\$ (78,082)</b>	<b>\$ (25,605)</b>	<b>\$ (861,877)</b>	<b>\$ (19.79)</b>
EBITDA Margin %	2.8%	10.7%	0.1%	8.7%	-12.0%	-11.8%	-21.5%	-10.7%	-19.6%	-7.4%	-5.0%	-1.6%	-4.7%	

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# FINANCIAL REVIEW & HISTORIC TRENDS – ESKATON CARE CENTER GREENHAVEN

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>														Mix %
Private Pay Days	138	234	149	72	88	102	182	211	131	93	96	97	1,593	4.1%
Complex Care Days	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Other Managed Care Days	524	608	669	655	390	447	419	222	175	378	400	299	5,186	13.3%
Medicare Days	144	218	145	118	79	175	65	17	77	143	180	74	1,435	3.7%
Medi-Cal Days	2,160	2,275	2,396	2,432	2,458	2,448	2,507	2,554	2,369	2,628	2,566	2,624	29,417	75.6%
Hospice/Respite Days	96	146	213	195	126	161	83	72	28	47	61	31	1,259	3.2%
<b>Total SNF Patient Days</b>	<b>3,062</b>	<b>3,481</b>	<b>3,572</b>	<b>3,472</b>	<b>3,141</b>	<b>3,333</b>	<b>3,256</b>	<b>3,076</b>	<b>2,780</b>	<b>3,289</b>	<b>3,303</b>	<b>3,125</b>	<b>38,890</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	<b>148</b>	
<b>Overall SNF Occupancy %</b>	<b>69.0%</b>	<b>75.9%</b>	<b>77.9%</b>	<b>78.2%</b>	<b>68.5%</b>	<b>75.1%</b>	<b>71.0%</b>	<b>67.0%</b>	<b>67.1%</b>	<b>71.7%</b>	<b>74.4%</b>	<b>68.1%</b>	<b>72.0%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 1,286,175	\$ 1,467,051	\$ 1,494,995	\$ 1,457,951	\$ 1,301,682	\$ 1,396,010	\$ 1,347,885	\$ 1,326,670	\$ 1,212,308	\$ 1,427,966	\$ 1,432,591	\$ 1,333,719	\$ 16,485,003	\$ 423.89
Ancillary Revenues	164,440	191,764	183,942	196,995	113,320	177,847	133,173	90,498	90,189	189,219	179,939	131,207	1,842,533	47.38
Gross SNF Patient Revenue	1,450,615	1,658,815	1,678,937	1,654,946	1,415,002	1,573,857	1,481,058	1,417,168	1,302,497	1,617,185	1,612,530	1,464,926	18,327,536	471.27
Contractual Allowances	(280,070)	(15,186)	(315,773)	(334,494)	(406,261)	(302,243)	(277,513)	(461,331)	(386,999)	(405,297)	(351,372)	(330,617)	(3,867,156)	(99.44)
Net SNF Patient Revenue	1,170,545	1,643,629	1,363,164	1,320,452	1,008,741	1,271,614	1,203,545	955,837	915,498	1,211,888	1,261,158	1,134,309	14,460,380	371.83
Other Operating Revenues	484	329	786	1,883	617	230	674	1,443	564	124	570	332	8,036	0.21
<b>Total Operating Revenue</b>	<b>\$ 1,171,029</b>	<b>\$ 1,643,958</b>	<b>\$ 1,363,950</b>	<b>\$ 1,322,335</b>	<b>\$ 1,009,358</b>	<b>\$ 1,271,844</b>	<b>\$ 1,204,219</b>	<b>\$ 957,280</b>	<b>\$ 916,062</b>	<b>\$ 1,212,012</b>	<b>\$ 1,261,728</b>	<b>\$ 1,134,641</b>	<b>\$ 14,468,416</b>	<b>\$ 372.03</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 648,806	\$ 729,520	\$ 708,729	\$ 655,609	\$ 700,576	\$ 612,690	\$ 649,172	\$ 605,596	\$ 662,171	\$ 746,703	\$ 705,175	\$ 725,437	\$ 8,150,184	\$ 209.57
Employee Benefits	213,882	233,894	218,867	204,825	216,408	214,109	222,452	230,434	219,263	236,477	230,648	242,975	2,684,234	69.02
Registry	100,406	133,341	196,921	80,727	295,034	69,713	426,363	138,766	245,542	363,861	293,920	226,090	2,570,684	66.10
Professional Fees	4,091	6,681	4,451	4,301	4,181	4,301	2,500	4,571	6,042	4,271	4,390	4,470	54,250	1.39
Supplies	46,109	56,547	66,030	74,869	71,720	62,390	85,544	45,152	86,554	64,293	55,753	91,005	805,966	20.72
Purchased Services	23,486	26,423	38,902	32,690	47,647	24,355	42,188	19,539	22,704	40,725	23,518	30,920	373,097	9.59
Ancillary Costs	47,325	67,911	80,900	88,645	32,195	46,650	28,185	40,796	65,935	52,870	53,330	60,189	664,931	17.10
Utilities	25,300	29,005	25,076	26,580	25,014	22,631	34,108	30,984	28,596	26,911	25,384	23,377	322,966	8.30
Insurance & Other	97,701	107,575	118,417	114,503	107,604	109,134	120,974	116,258	103,732	104,892	107,217	107,504	1,315,511	33.83
<b>Total Operating Expenses</b>	<b>\$ 1,207,106</b>	<b>\$ 1,390,897</b>	<b>\$ 1,458,293</b>	<b>\$ 1,282,749</b>	<b>\$ 1,500,379</b>	<b>\$ 1,165,973</b>	<b>\$ 1,611,486</b>	<b>\$ 1,232,096</b>	<b>\$ 1,440,539</b>	<b>\$ 1,641,003</b>	<b>\$ 1,499,335</b>	<b>\$ 1,511,967</b>	<b>\$ 16,941,823</b>	<b>\$ 435.63</b>
<b>EBITDAM</b>	<b>\$ (36,077)</b>	<b>\$ 253,061</b>	<b>\$ (94,343)</b>	<b>\$ 39,586</b>	<b>\$ (491,021)</b>	<b>\$ 105,871</b>	<b>\$ (407,267)</b>	<b>\$ (274,816)</b>	<b>\$ (524,477)</b>	<b>\$ (428,991)</b>	<b>\$ (237,607)</b>	<b>\$ (377,326)</b>	<b>\$ (2,473,407)</b>	<b>\$ (63.60)</b>
EBITDAM Margin %	-3.1%	15.4%	-6.9%	3.0%	-48.6%	8.3%	-33.8%	-28.7%	-57.3%	-35.4%	-18.8%	-33.3%	-17.1%	
5% Management Fee	58,551	82,198	68,198	66,117	50,468	63,592	60,211	47,864	45,803	60,601	63,086	56,732	723,421	18.60
<b>EBITDA</b>	<b>\$ (94,628)</b>	<b>\$ 170,863</b>	<b>\$ (162,541)</b>	<b>\$ (26,531)</b>	<b>\$ (541,489)</b>	<b>\$ 42,279</b>	<b>\$ (467,478)</b>	<b>\$ (322,680)</b>	<b>\$ (570,280)</b>	<b>\$ (489,592)</b>	<b>\$ (300,693)</b>	<b>\$ (434,058)</b>	<b>\$ (3,196,828)</b>	<b>\$ (82.20)</b>
EBITDA Margin %	-8.1%	10.4%	-11.9%	-2.0%	-53.6%	3.3%	-38.8%	-33.7%	-62.3%	-40.4%	-23.8%	-38.3%	-22.1%	

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# FINANCIAL REVIEW & HISTORIC TRENDS – CONSOLIDATED PORTFOLIO

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Source Period	Actual 6/30/2021	Actual 7/31/2021	Actual 8/31/2021	Actual 9/30/2021	Actual 10/31/2021	Actual 11/30/2021	Actual 12/31/2021	Actual 1/31/2022	Actual 2/28/2022	Actual 3/31/2022	Actual 4/30/2022	Actual 5/31/2022	Actual TTM 5/31/2022	
Days in Period	30	31	31	30	31	30	31	31	28	31	30	31	365	
<b>OCCUPANCY</b>													Mix %	
Private Pay Days	480	557	517	433	451	494	656	652	442	511	652	609	6,454	6.2%
Complex Care Days	96	153	155	108	50	8	19	26	92	61	75	-	843	0.8%
Other Managed Care Days	1,685	1,935	1,871	1,757	1,594	1,568	1,215	617	985	1,554	1,458	1,613	17,852	17.2%
Medicare Days	565	671	445	564	435	413	503	313	296	563	677	467	5,912	5.7%
Medi-Cal Days	5,561	5,873	5,963	5,950	6,238	5,976	5,999	5,959	5,334	5,777	5,517	5,724	69,871	67.2%
Hospice/Respite Days	304	311	371	298	278	258	174	207	137	245	260	274	3,117	3.0%
<b>Total SNF Patient Days</b>	<b>8,691</b>	<b>9,500</b>	<b>9,322</b>	<b>9,110</b>	<b>9,046</b>	<b>8,717</b>	<b>8,566</b>	<b>7,774</b>	<b>7,286</b>	<b>8,711</b>	<b>8,639</b>	<b>8,687</b>	<b>104,049</b>	<b>100.0%</b>
<b>Operating SNF Beds</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	<b>391</b>	
<b>Overall SNF Occupancy %</b>	<b>74.1%</b>	<b>78.4%</b>	<b>76.9%</b>	<b>77.7%</b>	<b>74.6%</b>	<b>74.3%</b>	<b>70.7%</b>	<b>64.1%</b>	<b>66.6%</b>	<b>71.9%</b>	<b>73.6%</b>	<b>71.7%</b>	<b>72.9%</b>	
<b>OPERATING REVENUES</b>														\$ PPD
Routine Revenues	\$ 3,611,081	\$ 3,964,726	\$ 3,862,572	\$ 3,781,724	\$ 3,694,845	\$ 3,583,235	\$ 3,455,322	\$ 3,298,166	\$ 3,156,575	\$ 3,760,666	\$ 3,733,528	\$ 3,680,981	\$ 43,583,421	\$ 418.87
Ancillary Revenues	674,709	724,187	663,418	695,570	636,418	626,677	528,566	320,636	471,073	804,646	727,685	672,692	7,546,277	72.53
Gross SNF Patient Revenue	4,285,790	4,688,913	4,525,990	4,477,294	4,331,263	4,209,912	3,983,888	3,618,802	3,627,648	4,565,312	4,461,213	4,353,673	51,129,698	491.40
Contractual Allowances	(539,540)	(114,405)	(627,607)	(688,884)	(766,376)	(537,151)	(572,518)	(787,854)	(772,974)	(854,415)	(637,327)	(472,765)	(7,371,816)	(70.85)
Net SNF Patient Revenue	3,746,250	4,574,508	3,898,383	3,788,410	3,564,887	3,672,761	3,411,370	2,830,948	2,854,674	3,710,897	3,823,886	3,880,908	43,757,882	420.55
Other Operating Revenues	2,438	2,298	2,651	3,551	2,434	12,700	2,158	2,883	2,170	3,640	4,322	2,104	43,349	0.42
<b>Total Operating Revenue</b>	<b>\$ 3,748,688</b>	<b>\$ 4,576,806</b>	<b>\$ 3,901,034</b>	<b>\$ 3,791,961</b>	<b>\$ 3,567,321</b>	<b>\$ 3,685,461</b>	<b>\$ 3,413,528</b>	<b>\$ 2,833,831</b>	<b>\$ 2,856,844</b>	<b>\$ 3,714,537</b>	<b>\$ 3,828,208</b>	<b>\$ 3,883,012</b>	<b>\$ 43,801,231</b>	<b>\$ 420.97</b>
<b>OPERATING EXPENSES</b>														\$ PPD
Salaries (Prod & Non-Prod)	\$ 1,971,964	\$ 2,098,273	\$ 1,997,291	\$ 1,951,975	\$ 2,164,465	\$ 1,855,887	\$ 1,934,510	\$ 1,768,099	\$ 1,914,783	\$ 2,275,853	\$ 2,131,510	\$ 2,220,423	\$ 24,285,033	\$ 233.40
Employee Benefits	644,422	695,951	658,022	631,229	653,809	647,610	673,983	678,053	635,911	694,314	671,217	700,033	7,984,554	76.74
Registry	264,024	345,641	459,834	195,876	686,614	477,506	788,190	348,910	462,121	587,560	567,108	402,937	5,586,321	53.69
Professional Fees	20,950	22,631	23,835	22,040	8,737	25,574	10,996	17,442	37,508	28,885	16,816	17,226	252,640	2.43
Supplies	201,984	211,083	219,308	220,445	209,501	211,872	179,839	191,081	180,281	184,470	180,487	227,858	2,418,209	23.24
Purchased Services	115,531	80,504	103,685	75,815	134,130	70,444	103,179	73,521	53,571	82,587	89,539	80,427	1,062,933	10.22
Ancillary Costs	202,726	188,543	220,798	265,187	160,986	221,698	97,101	74,915	179,082	227,955	185,067	215,760	2,239,818	21.53
Utilities	85,327	84,211	90,981	83,598	72,251	86,958	106,987	93,406	84,570	80,856	72,484	77,913	1,019,542	9.80
Insurance & Other	289,320	295,982	309,197	303,849	313,957	299,666	333,382	297,937	284,210	309,585	288,178	318,364	3,643,627	35.02
<b>Total Operating Expenses</b>	<b>\$ 3,796,248</b>	<b>\$ 4,022,819</b>	<b>\$ 4,082,951</b>	<b>\$ 3,750,014</b>	<b>\$ 4,404,450</b>	<b>\$ 3,897,215</b>	<b>\$ 4,228,167</b>	<b>\$ 3,543,364</b>	<b>\$ 3,832,037</b>	<b>\$ 4,472,065</b>	<b>\$ 4,202,406</b>	<b>\$ 4,260,941</b>	<b>\$ 48,492,677</b>	<b>\$ 466.06</b>
<b>EBITDAM</b>	<b>\$ (47,560)</b>	<b>\$ 553,987</b>	<b>\$ (181,917)</b>	<b>\$ 41,947</b>	<b>\$ (837,129)</b>	<b>\$ (211,754)</b>	<b>\$ (814,639)</b>	<b>\$ (709,533)</b>	<b>\$ (975,193)</b>	<b>\$ (757,528)</b>	<b>\$ (374,198)</b>	<b>\$ (377,929)</b>	<b>\$ (4,691,446)</b>	<b>\$ (45.09)</b>
<b>EBITDAM Margin %</b>	<b>-1.3%</b>	<b>12.1%</b>	<b>-4.7%</b>	<b>1.1%</b>	<b>-23.5%</b>	<b>-5.7%</b>	<b>-23.9%</b>	<b>-25.0%</b>	<b>-34.1%</b>	<b>-20.4%</b>	<b>-9.8%</b>	<b>-9.7%</b>	<b>-10.7%</b>	
5% Management Fee	187,434	228,840	195,052	189,598	178,366	184,273	170,676	141,692	142,842	185,727	191,410	194,151	2,190,062	21.05
<b>EBITDA</b>	<b>\$ (234,994)</b>	<b>\$ 325,147</b>	<b>\$ (376,969)</b>	<b>\$ (147,651)</b>	<b>\$ (1,015,495)</b>	<b>\$ (396,027)</b>	<b>\$ (985,315)</b>	<b>\$ (851,225)</b>	<b>\$ (1,118,035)</b>	<b>\$ (943,255)</b>	<b>\$ (565,608)</b>	<b>\$ (572,080)</b>	<b>\$ (6,881,508)</b>	<b>\$ (66.14)</b>
<b>EBITDA Margin %</b>	<b>-6.3%</b>	<b>7.1%</b>	<b>-9.7%</b>	<b>-3.9%</b>	<b>-28.5%</b>	<b>-10.7%</b>	<b>-28.9%</b>	<b>-30.0%</b>	<b>-39.1%</b>	<b>-25.4%</b>	<b>-14.8%</b>	<b>-14.7%</b>	<b>-15.7%</b>	

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# CALIFORNIA COMPARABLE SNF TRANSACTIONS (2017 – PRESENT)

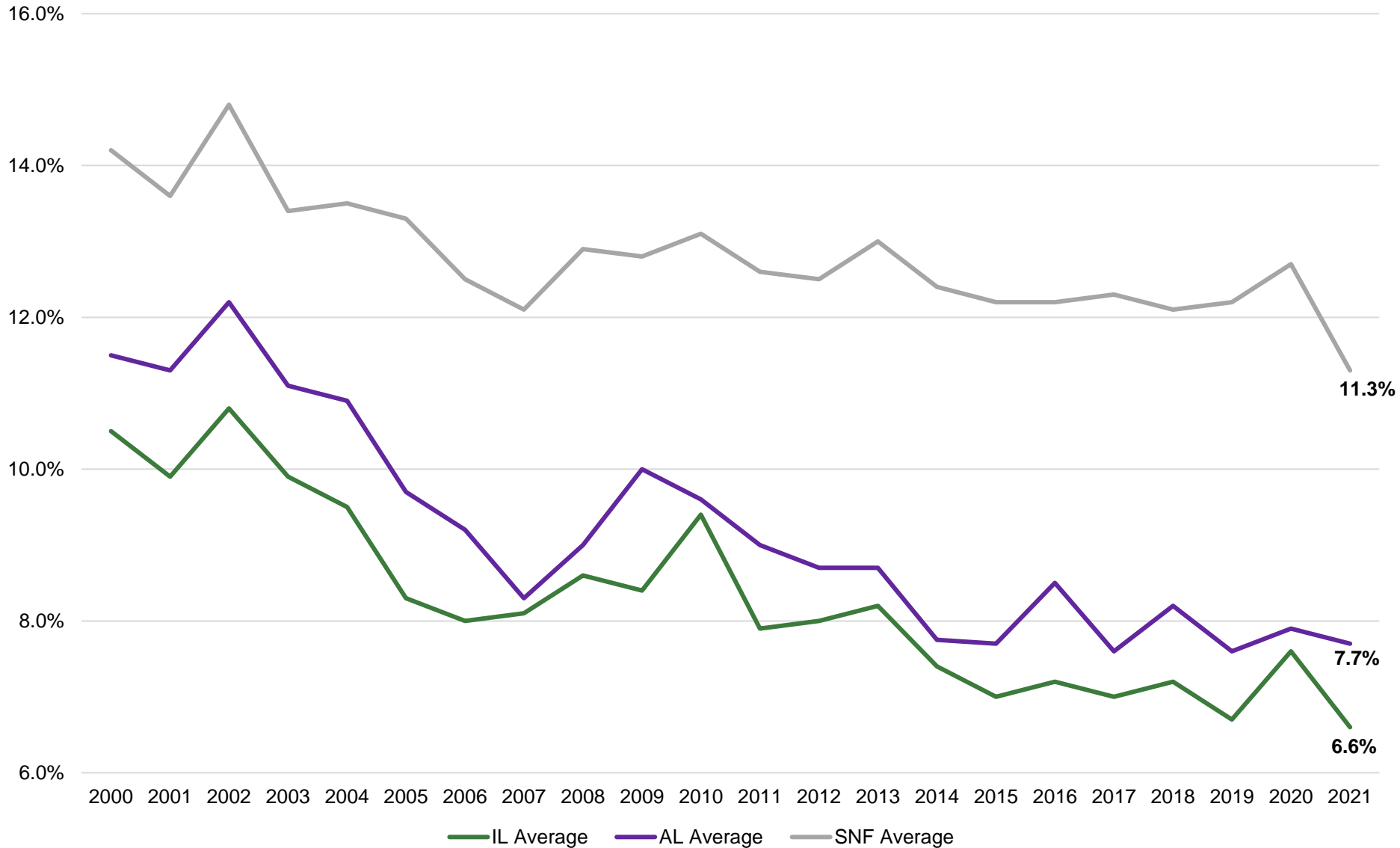
ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Type	Seller	Community Name(s)	City	State(s)	No. Facilities	Total Beds	Buyer	Price	Price Per Bed	Cap Rate	Date
SNF	LTC Properties, Inc.	Skilled nursing facility		CA	1	121	Not disclosed	\$13,300,000	\$109,917		04/27/2022
SNF	NA	SNF in Southern California		CA	1	99	Undisclosed buyer	\$10,400,000	\$105,051		01/18/2022
SNF	NA	SNF in Southern California		CA	1	175	Operator	\$30,400,000	\$173,714		01/18/2022
SNF	NA	SNF in L.A. County	LA MSA	CA	1	99	Operator	\$22,384,000	\$226,101		01/18/2022
SNF	NA	SNF in southern San Diego	San Diego	CA	1	123	Undisclosed buyer	\$10,300,000	\$83,740		01/18/2022
SNF	Invesque Inc.	Five-property portfolio		CA, KS, AZ	5	580	The Ensign Group	\$93,000,000	\$160,345	7.00%	11/16/2021
SNF	NA	3 skilled nursing facilities	San Bernadino	CA	3	191	Summit Healthcare REIT, Inc.	\$20,055,000	\$105,000		07/07/2021
SNF	NA	Buena Vista Care Center	Santa Barbara	CA	1	150	CareTrust REIT, Inc.	\$15,860,000	\$105,733	13.24%	03/09/2021
SNF	NA	2 skilled nursing facilities	San Diego	CA	2	260	O&M Investments, LLC	\$17,000,000	\$65,385		12/28/2020
SNF	NA	Senior care facility	Riverside	CA	1	113	Individual buyer	\$5,400,000	\$47,788	9.00%	12/08/2020
SNF	NA	Skilled nursing facility	Ukiah	CA	1	78	Mendocino County	\$2,900,000	\$37,179		05/03/2020
SNF	NA	Bradley Court	El Cajon	CA	1	56	Generations Healthcare	\$3,800,000	\$67,857		03/23/2020
SNF	NA	Creekside Care Center	Stockton	CA	1	75	Partnership buyer	\$8,300,000	\$110,667	14.40%	02/28/2020
SNF	NA	Skilled nursing facility	LA MSA	CA	1	50	Real estate investor	\$4,000,000	\$80,000		01/16/2020
SNF	NA	2 senior care facilities	Sacramento	CA	2	241	CareTrust REIT, Inc.	\$22,760,000	\$94,440	22.28%	10/02/2019
SNF	NA	4 skilled nursing facilities		CA	4	503	CareTrust REIT, Inc.	\$43,500,000	\$86,481	13.33%	02/12/2019
SNF	NA	Our Lady of Fatima Villa		CA	1	122	CareTrust REIT, Inc.	\$18,600,000	\$152,459	12.80%	09/05/2018
SNF	NA	Parkview Julian Convalescent		CA	1	99	Regional owner	\$8,118,000	\$82,000	1.23%	02/20/2018
SNF	NA	3 skilled nursing facilities		CA	3	528	CareTrust REIT, Inc.	\$69,000,000	\$130,682	12.83%	10/31/2017
SNF	NA	24 skilled nursing facilities		CA, WA	24	2,216	Sabra Health Care REIT, Inc.	\$430,000,000	\$194,043	11.21%	09/25/2017

Simple Avg.  
Price Per Bed **\$110,929**

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# SENIOR HOUSING & CARE INDUSTRY DATA – PREVAILING CAPITALIZATION RATES



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# VALUATION SUMMARY

ESKATON | 391-BED / 3-COMMUNITY SNF PORTFOLIO | GREATER SACRAMENTO, CA AREA

Debt Summary			
Community	Debt	Beds	Debt / Bed
Manzanita	\$441,000	95	\$4,642
Fair Oaks	1,618,000	148	10,932
Greenhaven	1,930,000	148	13,041
<b>Portfolio</b>	<b>\$3,989,000</b>	<b>391</b>	<b>\$10,202</b>

Per Bed Estimate	
Low	High
\$90,000	\$115,000
90,000	115,000
90,000	115,000

Per Bed:

Value Estimate	
Low	High
\$8,550,000	\$10,925,000
13,320,000	17,020,000
13,320,000	17,020,000
<b>\$35,190,000</b>	<b>\$44,965,000</b>
Low	High
\$90,000	\$115,000

Less:
Debt
\$441,000
1,618,000
1,930,000
<b>\$3,989,000</b>

Net Proceeds	
Low	High
\$8,109,000	\$10,484,000
11,702,000	15,402,000
11,390,000	15,090,000
<b>\$31,201,000</b>	<b>\$40,976,000</b>

## **SECTION II.**

### **SENIOR HOUSING & CARE FINANCE PRACTICE**

# SENIOR HOUSING & CARE FINANCE PRACTICE – OVERVIEW

Leveraging 115 Years of Ziegler's Corporate History Advising the Senior Living & Post-Acute Care Industry

22

Associates Dedicated to For-Profit Senior Housing & Care

275+

Combined Years of Industry Experience

400+

Transactions Completed over last 20 Years



- Extraordinarily deep resources in senior housing and post-acute care, including extensive investment banking, corporate development, and operational experience
- Long-standing relationships with industry leaders, operators, emerging growth companies and financial sponsors
- Services include:

### Mergers & Acquisitions

- Sell-side Advisory
- Buy-side Advisory
- Joint Venture Advisory

### Capital Structure Advisory

- Bond Financing
- Senior Debt
- Mezzanine Debt
- Preferred Equity
- Common Equity

### Agency Financing

- HUD 232 LEAN Program
- Fannie Mae
- Freddie Mac

## Select Recent Clients & Deal Counterparties



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# SENIOR HOUSING & CARE FINANCE PRACTICE – MERGERS & ACQUISITIONS ADVISORY

**Ziegler's Senior Housing & Care M&A Advisory Practice** is focused on delivering best-in-class advisory solutions for organizations across the healthcare industry. In our core practice areas of senior living, healthcare services, hospitals, and information technology, Ziegler is one of the most active M&A firms offering innovative sell-side, buy-side, recapitalization/restructuring, equity private placement, and strategic partnering services.

Long-standing relationships with industry leaders, emerging growth companies, and financial sponsors.

Multi-disciplinary culture that is long-term relationship-driven not transaction-oriented.



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# SENIOR HOUSING & CARE FINANCE PRACTICE – CAPITAL STRUCTURE ADVISORY

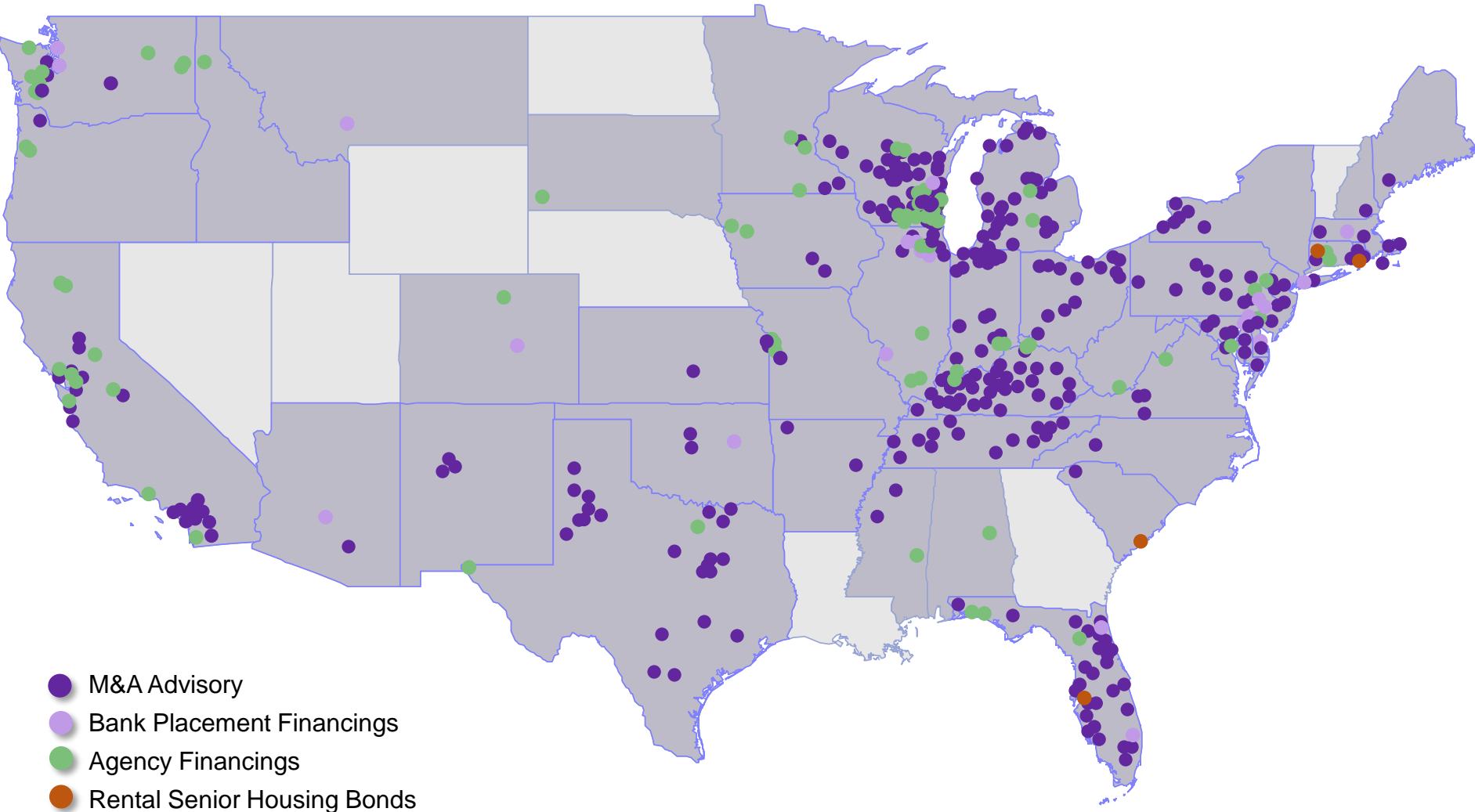
Ziegler can provide clients with the following product executions in **all areas of the capital stack**:

- **Bond Financing**
  - Section 142(d) Rental Senior Housing Bonds
- **Senior Debt**
  - Ziegler has forged relationships with over 500 foreign, national, and regional banks that pursue quality senior living projects
  - Ziegler boasts a strong relationship with the top conventional lenders in the senior housing space both nationally and regionally
  - From 2009 - present, Ziegler has performed nearly \$7 billion of bank direct placements
  - Ziegler experience results in the knowledge of key insights, which results in superior management of the bank credit process
  - Additionally, interest rate risk can be mitigated with hedges & other special products
- **Mezzanine Debt**
  - via Locust Point Capital
- **Preferred / Common Equity**
  - Primarily Family Office & Private Equity

## Capital Raising Process:

- Preparing extensive information package
- Conducting site visits
- Negotiating terms with banks

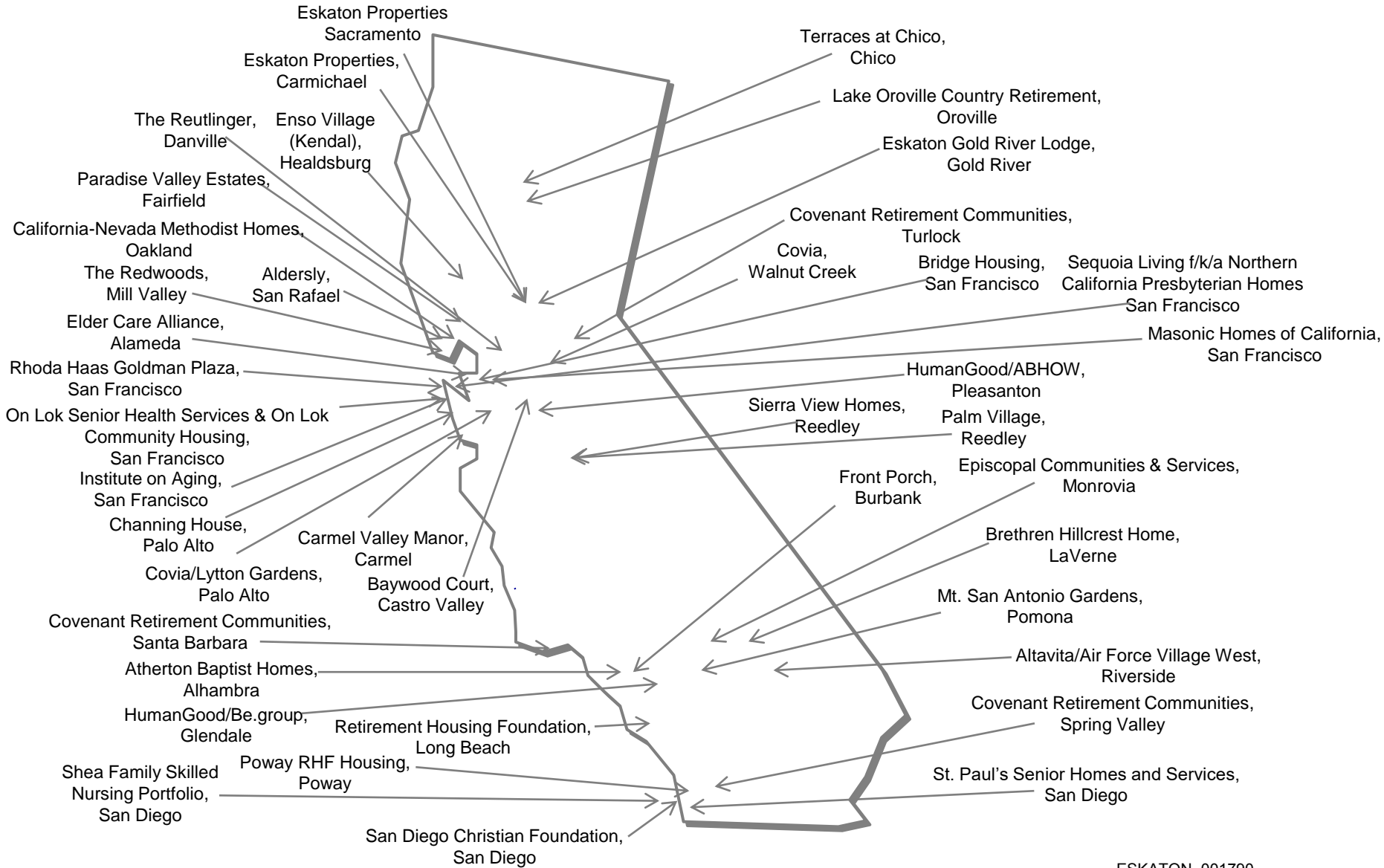
# SENIOR HOUSING & CARE FINANCE PRACTICE – DEAL EXPERIENCE MAP



- M&A Advisory
- Bank Placement Financings
- Agency Financings
- Rental Senior Housing Bonds

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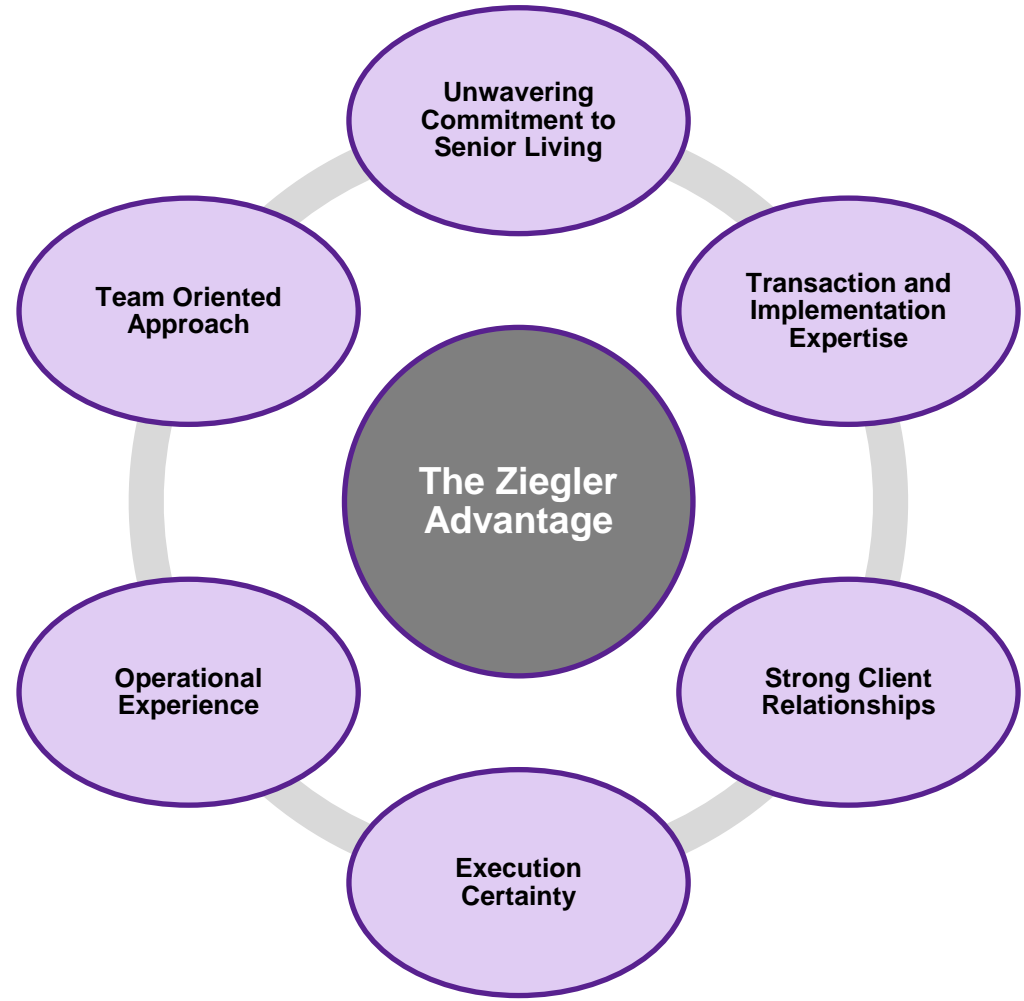
# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – TRANSACTION MAP



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# THE ZIEGLER DIFFERENCE

- **Execution Certainty** – Believed to be the best in the industry!
  - 87% for all deals engaged;
  - 94% for all deals with a signed LOI;
  - 98% for all deals that achieve a signed asset purchase agreement.
- **Team Oriented Approach** – A client doesn't just work with one person, but gets the attention they deserve through our team approach. Every transaction Ziegler takes on receives senior level guidance and attention.
- **Unwavering Commitment to Senior Living** – Senior living and post-acute care have been core businesses of Ziegler since the company's founding in 1902. We have dedicated our firm's resources and capital to supporting clients through numerous business cycles.
- **Strong Client Relationships** – Ziegler's relationship approach to investment banking is validated by the large number of providers who view Ziegler as a "**trusted partner**" and have, in a number of instances, worked with our firm for decades.
- **Operational Experience** – Our team includes professionals with prior healthcare operational experience, which includes senior housing executive directors, skilled nursing administrators, and development executives.












## KEY HALLMARKS OF THE ZIEGLER PROCESS

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- **Deep Understanding of Business Fundamentals Drives Value (Add)** — Ziegler performs deep analysis of the facilities being divested to establish a thorough understanding of fundamentals and to identify credible opportunities to improve cash flow. This thorough understanding allows us to fully convey the value proposition for buyers and achieve stronger valuations.
- **Thorough Disclosure** — We are routinely told that our offering memorandums are the “best in the business” making it easy for buyers to come to a preliminary value conclusion. Also, by thoroughly disclosing key facts (both good and bad), surprises are minimized. This has been critical in achieving our high execution success rate.
- **Fair, Competitive Process with Credible, Capable Buyers** — Ziegler typically establishes a competitive process by soliciting credible, capable buyers, versus a “blast e-mail” approach. This way, buyers know they have a real opportunity and Ziegler can spend more time with each interested buyer.
- **Involved Throughout Process** — Ziegler is involved throughout the process, including writing the offering memorandum, soliciting buyers, evaluating proposals, negotiating terms, coordinating due diligence, monitoring financing, and negotiating transaction agreements. This consistency of service helps to assure execution certainty and prevents key terms from changing.
- **Teamwork** — Ziegler clients get the resources of one of the, if not the, largest boutique healthcare investment bank. We take a team approach to engagements, so success does not depend on one person.
- **Remain Flexible** — Each engagement is unique. We listen to our clients and their goals and customize processes to maximize results. We are also always considering new ways to achieve client goals.

# SENIOR HOUSING & CARE FINANCE PRACTICE – SELECT CASE STUDIES

Leveraging 115 Years of Ziegler's Corporate History Advising the Senior Living & Post-Acute Care Industry

	Business	Discussion Goal(s)	Outcome	Economics
	<p>Joint Venture between Brookdale and Healthpeak Properties: jointly owned two CCRCs in Missouri and Indiana.</p>	<p>Helped both parties unwind these non-core assets, which were two of the three remaining assets still part of the joint venture.</p>	<p>Ziegler identified a buyer for both assets during COVID-19 pandemic. Acquired Covington Investments, LLC.</p>	<p>Ziegler achieved significant value despite the distressed nature of the assets and headwinds caused by the COVID-19 pandemic.</p>
	<p>Massachusetts-based non-profit senior living owner/operator with 6 senior living communities throughout Massachusetts.</p>	<p>Divest non-core independent living / skilled nursing facility on Cape Cod.</p>	<p>Acquired by a Massachusetts based for-profit owner/operator.</p>	<p><b>Closed in Nov 2019.</b> Complex transaction with condo and affordable units along with the skilled nursing facility.</p>
	<p>Dallas-based not-for-profit senior living and hospice provider.</p>	<p>Divest 200+ unit entry fee CCRC south of Dallas. Negative cash flow, complex campus and mix of assets classes</p>	<p><b>Per unit valuation</b> and assigned entry fee liability to buyer </p>	<p>Complex transaction completed in less than 5 months. Required buyer with vision and comprehensive approach to market</p>
	<p>Publicly traded owner operator of senior housing communities with locations throughout the country.</p>	<p>Divest 250+ unit entry fee CCRC located in a northern suburb of Oklahoma City.</p>	<p>The operations and owned real estate was acquired by: </p>	<p>Achieved significant value despite negative trailing cash flow and aged campus exceeding client expectations.</p>
<p><b>Waukelee Manor &amp; Sun Prairie Healthcare Center</b></p>	<p>Family owned and Wisconsin based senior living owner/operator with two locations in primary Wisconsin markets.</p>	<p>Divest the company's entire portfolio which consisted of one CCRC and one AL/SNF. Both located in affluent suburbs of Madison, WI.</p>	<p>Owned real estate was acquired by </p>	<p>Achieved a value at a 7.9% cap rate despite declining occupancy and aged physical plant.</p>
	<p>Developer of six senior housing communities (653 units) in Northern Indiana &amp; Southern Michigan managed by Brookdale.</p>	<p>Exit the real estate while also finding a new operator as Brookdale elected not to renew the leases for some of the communities.</p>	<p>Acquired by  under a RIDEA structure</p>	<p>Achieved a value of \$115,000 per unit at a 6.0% cap rate 3<sup>rd</sup> time Ziegler was engaged by the seller</p>

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# SENIOR HOUSING & CARE FINANCE – SELECT RECENTLY COMPLETED TRANSACTIONS

Repeat clients range from large, publically-traded companies to mid-size not-for-profits.

June 2022



Sold an IL/AL/MC Community in FL

**\$90,000,000**

**SELL-SIDE ADVISOR**

June 2022



Financing to acquire and renovate AL/MC Community in Charlotte, NC

**\$7,988,275**

**FINANCIAL ADVISOR**

June 2022



Financing to acquire an AL/SNF Community in Muskego, WI.

**\$4,952,000**

**FINANCIAL ADVISOR**

May 2022



Financing to acquire a CCRC in Farmville, VA

**\$35,250,000**

**FINANCIAL ADVISOR**

April 2022



Financing to acquire a 2-Community AL/MC Portfolio in FL

**\$20,525,000**

**FINANCIAL ADVISOR**

March 2022



Construction Financing for an AL Community in Springfield, OR

**\$24,000,000**

**FINANCIAL ADVISOR**

February 2022



Refinancing of a 3-Community AL/MC/SNF Portfolio in WI

**\$25,825,000**

**FINANCIAL ADVISOR**

January 2022



HUD Refinancing for a SNF in Rochester, NY

**\$12,778,600**

**HUD FINANCING**

January 2022



HUD Refinancing for an AL/SNF Community in Garfield Heights, OH

**\$11,873,000**

**HUD FINANCING**

December 2021



Sold a CCRC in Pikesville, MD to

**New York-Based Owner/Operator**

**\$7,000,000**

**SELL-SIDE ADVISOR**

December 2021



Sold a MC Community in Arlington Heights, IL to



**\$12,600,000**

**SELL-SIDE ADVISOR**

December 2021



Refinancing of a CCRC in Honolulu, HI

**\$52,000,000**

**FINANCIAL ADVISOR**

December 2021


**Private Equity Investor & Regional Owner/Operator**

Financing to acquire a SNF in Houston, TX

**\$5,100,000**

**FINANCIAL ADVISOR**

November 2021



Fannie Mae Refinancing for a 55+ IL Community in Lincoln, NE

**\$8,518,500**

**FANNIE MAE FINANCING\***

November 2021



Sold an IL/AL Community in Everett, WA to

**Washington Local Owner/Operator**

**42 Units**

**SELL-SIDE ADVISOR**

September 2021




Refinancing of an AL/MC Community in Tulsa, OK

**\$17,500,000**

**FINANCIAL ADVISOR**

September 2021



Refinancing of an AL/MC Community in Lake Worth, FL

**\$20,250,000**

**FINANCIAL ADVISOR**

August 2021



Refinancing of a 2-Community AL/MC Portfolio in AZ & CO

**\$24,000,000**

**FINANCIAL ADVISOR**

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\* Fannie Mae refinancing facilitated by M&T Realty Capital Corporation, a fully accredited Fannie Mae DUS® lender. M&T Realty Capital Corporation is a wholly-owned subsidiary of M&T Bank. Equal Housing Lender. Member FDIC. "DUS®" is a registered trademark of Fannie Mae.



# SENIOR HOUSING & CARE FINANCE – SELECT RECENTLY COMPLETED TRANSACTIONS

Repeat clients range from large, publically-traded companies to mid-size not-for-profits.

<p>August 2021</p>  <p>HUD Refinancing for a Critical Access Hospital in Grand Coulee, WA</p> <p><b>\$18,864,200</b></p> <p>HUD FINANCING</p>	<p>August 2021</p>  <p>Construction Financing for a CCRC Community in Kiawah Island, SC</p> <p><b>\$21,305,000 Series 2021A BANS</b></p> <p>BOND FINANCING</p>	<p>August 2021</p>  <p>HUD Refinancing for a SNF Community in El Paso, TX</p> <p><b>\$13,600,000</b></p> <p>HUD FINANCING</p>	<p>July 2021</p>  <p>Sold a 240-Bed SNF Community in Skokie, IL to a JV</p>  <p><b>\$17,100,000</b></p> <p>SELL-SIDE ADVISOR</p>	<p>July 2021</p>  <p>Sold a CCRC in Mequon, WI to</p>  <p><b>257 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>June 2021</p>  <p>Sold a CCRC in Deland, FL to</p>  <p><b>303 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>
<p>June 2021</p>  <p>Financing to acquire a 3-Community SNF/SLF Portfolio in IL</p> <p><b>\$48,950,000</b></p> <p>FINANCIAL ADVISOR</p>	<p>May 2021</p>  <p>Fannie Mae Refinancing for a 55+ IL Community in Kearney, NE</p> <p><b>\$4,370,000</b></p> <p>FANNIE MAE FINANCING*</p>	<p>May 2021</p>  <p>HUD Refinancing for a SNF Community in Olympia, WA</p> <p><b>\$4,936,400</b></p> <p>HUD FINANCING</p>	<p>May 2021</p>  <p>HUD Refinancing for a SNF Community in Poulosbo, WA</p> <p><b>\$13,105,200</b></p> <p>HUD FINANCING</p>	<p>May 2021</p>  <p>JV sold a 2-Community CCRC Portfolio in MO &amp; IN to</p>  <p><b>1,135 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>March 2021</p>  <p>Sold an AL Community in Terre Haute, IN to</p>  <p><b>70 Units</b></p> <p>SELL-SIDE ADVISOR</p>
<p>March 2021</p>  <p>HUD Refinancing for an Acute Care Hospital in Chicago, IL</p> <p><b>\$25,255,900</b></p> <p>HUD FINANCING</p>	<p>March 2021</p>  <p>HUD Refinancing for a 2-Community AL/SNF Portfolio in Wisconsin</p> <p><b>\$9,557,500</b></p> <p>HUD FINANCING</p>	<p>February 2021</p>  <p>Fannie Mae Refinancing for a 55+ IL Community in St. Charles, IL</p> <p><b>\$15,145,000</b></p> <p>FANNIE MAE FINANCING*</p>	<p>January 2021</p>  <p>Acquired a Skilled Nursing Community in Milwaukee, WI from</p> <p><b>Wisconsin Local Owner/Operator</b></p> <p><b>50 Beds</b></p> <p>BUY-SIDE ADVISOR</p>	<p>December 2020</p>  <p>AL/MC Community in Kansas City, KS sold to a JV</p>  <p><b>120 Units</b></p> <p>SELL-SIDE ADVISOR</p>	<p>December 2020</p> <p><b>Publicly-Traded Healthcare REIT</b></p> <p>Sold a 3-Community AL/MC/SNF Portfolio in Wisconsin to</p> <p><b>Midwest Regional Owner/Operator</b></p> <p><b>554 Beds/Units</b></p> <p>SELL-SIDE ADVISOR</p>

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\* Fannie Mae refinancing facilitated by M&T Realty Capital Corporation, a fully accredited Fannie Mae DUS® lender. M&T Realty Capital Corporation is a wholly-owned subsidiary of M&T Bank. Equal Housing Lender. Member FDIC. "DUS®" is a registered trademark of Fannie Mae.



**Dan Hermann**

**President & CEO**  
dhermann@ziegler.com

Dan Hermann joined Ziegler in 1987. In 2018 he was named President and CEO. He also is the Head of Investment Banking, and a member of the Ziegler Board and Executive Committee. As the head of both the healthcare and senior living practices, Dan was instrumental in the creation of and fundraising for the Ziegler Link•Age Longevity Fund, L.P. ("Fund"). During his 30-year tenure with Ziegler, Dan has become a leading investment banker in the senior living industry. He has structured and led or co-led more than 325 senior living financings exceeding \$8.2 billion, cumulating far-ranging experience in the management, structuring and financial analysis of every type of senior living financing. Dan has utilized his expertise to create financing structures for a large clientele – from stand-alone nursing homes to multi-facility, multi-state systems, including start-up campuses and campuses undergoing major renovation projects. His particular emphasis in recent years has been to provide resources for key decision-makers in an organization to effectuate sound financial and strategic planning efforts. Dan received a B.S. in finance and accounting from Illinois State University, Normal, Illinois, and an M.B.A. with an emphasis in health services management from Kellogg Graduate School of Management at Northwestern University, Evanston, Illinois. He is a Certified Public Accountant and holds a number of securities certifications.



**Don Husi**

**MD & Group Co-Head**  
dhusi@ziegler.com

Don Husi joined Ziegler's Senior Housing & Care Finance team as Managing Director and Co-Head in 2018. He specializes in complex structured seniors housing transactions, including debt and equity transactions, financial advisory, and mergers and acquisitions assignments. Don has a unique combination of operational experience, turn-around/distressed asset management, financial structuring and strategic planning experience spanning over 32 years within the senior living industry operations, REIT and finance sectors. Prior to joining Ziegler, Don spent over 16 years with American Retirement Corporation, now Brookdale Senior Living. In 2001 Healthcare Realty Trust recruited Mr. Husi as their vice president of senior housing investments managing a large portfolio of senior living assets and mortgages. Don joined Red Capital Group in 2005 as a senior living loan production specialist. Don received a Bachelor of Science degree in healthcare administration from the University of Wisconsin-Eau Claire. He also received a Senior Housing Executive Certificate from the University of Southern California-Davis School of Gerontology and the USC Marshall School of Business in 2016. He holds a FINRA Series 79 license.



**Dan Revie**

**MD & Group Co-Head**  
drevie@ziegler.com

As Managing Director and co-head of Ziegler's Senior Housing & Care Finance team, Dan Revie specializes in strategic advisory assignments including: mergers, acquisitions, divestitures, and recapitalizations, as well as financial advisory services for healthcare entities including: skilled nursing, assisted living, memory care facilities, and entrance fee and rental continuing care retirement communities / life plan communities. Dan has completed numerous M&A assignments for public, private and non-profit organizations, and has been involved with several recapitalization assignments for skilled nursing and large assisted living portfolios. He has also frequently represented non-profit clients with divesting non-core assets. Dan also has extensive experience with FHA/HUD. Dan holds a B.B.A. in Accounting and Finance from the University of Wisconsin – Madison and an M.B.A. from the University of Wisconsin – Milwaukee. Dan is a Certified Public Accountant. He holds a FINRA Series 79 license.



**Lindsay Konkel**

**MD & COO, FHA/HUD**  
lkonkel@ziegler.com

Lindsay Konkel joined Ziegler in 2020. Lindsay has an extensive background in FHA-insured loans for both multifamily and seniors housing. As COO, she is responsible for overseeing loan production, underwriting, servicing and asset management of Ziegler's FHA-insured loan business. Prior to joining Ziegler, Lindsay was COO of PGIM Real Estate's FHA and Affordable Lending groups, where she focused on expanding loan originations efforts through talent initiatives, new products and strategic relationships. During her time with PGIM Real Estate, Lindsay served in multiple roles beginning as an underwriter as well as director of operations of the FHA Lending group where she implemented strategies to improve efficiency and quality in all aspects of the business. Lindsay received a B.S.B.A. and M.B.A. from the University of Denver. She is also MAP and LEAN approved.



**Chris Utz**

**Managing Director**  
cutz@ziegler.com

Christopher Utz joined the Healthcare Investment Banking team at Ziegler in 2018. As Managing Director he specializes in complex structured seniors housing transactions, including debt and equity transactions, financial advisory, and mergers and acquisitions. Chris has over 12 years of healthcare banking and finance experience on both the buy-side and the sell-side. Prior to joining Ziegler, Chris was a Managing Director at Pinta Capital Partners where he was responsible for transaction sourcing, deal execution and the monitoring of portfolio companies. Specifically, he managed the firm's Senior Housing investment portfolio with over 1,400 beds in the Northeastern United States. Chris has held corporate finance and banking positions with CIT, Greystone, Fifth Street Finance Corp's Healthcare Finance Group (HFG), BNY Mellon, and Merrill Lynch where he completed more than 30 corporate finance and private equity related transactions totaling over \$3.0 billion in aggregate deal value. Chris received his Bachelor of Science degree with dual concentrations in Finance and Management from Ithaca College and is an MBA candidate at Cornell University. Chris holds his FINRA Series 79 – Investment Banking Representative – license.

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**Chad Himel**

**Managing Director**  
chimmel@ziegler.com

Chad Himel joined the senior living team at Ziegler in November of 2014 to provide investment banking services to not-for-profit senior living providers across the Northeastern United States. In addition to his investment banking services, Chad assists clients nationwide in securing FHA-insured loans for residential health care, multifamily housing and affordable housing properties. Chad brings to Ziegler a wealth of experience financing senior housing, healthcare, affordable housing and multifamily housing properties. Immediately prior to joining Ziegler, he originated FHA-insured loans for Prudential Mortgage Capital Company, the mortgage lending arm of Prudential Financial. Prior to Prudential, Chad spent nearly 12 years at HJ Sims and its FHA lending affiliate, Sims Mortgage Funding, Inc. Chad also provided financial advisory services to banks and institutional bond investors in the restructuring of distressed credits. At Sims Mortgage Funding, he provided FHA-insured financing for health care facilities and apartments communities. In total, Chad has closed approximately \$2.5 billion in financings for health care and senior housing providers since 2001. Chad earned a B.A. in History from Louisiana State University and an M.B.A. in Finance from the Crummer Graduate School of Business at Rollins College.



**Rob Gall**

**Director**  
rgall@ziegler.com

Rob Gall has completed more than 60 senior living and long-term care financings, totaling more than \$2 billion. Rob works with a spectrum of clients, including mostly start-up communities that face complex financing challenges. Rob specializes in the development, acquisition, refinancing, restructuring, disposition and repositioning of continuing care retirement communities, independent living, assisted living, memory care, and skilled nursing facilities for both not-for-profit and for-profit organizations. His experience includes structures such as investment grade rated bonds, non-rate bonds, variable rate debt (bank loans, tax-exempt bank bonds, and credit enhancement), construction loans, draw-down fixed-rate bonds, bridge loans, mezzanine/subordinate financing, preferred equity, joint venture partnerships, seed capital, lease arrangements, portfolio financing and sale-manage-back transactions.



**Nick Glaisner**

**Director**  
nglaisner@ziegler.com

Nick Glaisner joined Ziegler in January 2000. He specializes in mergers and acquisitions and strategic advisory engagements for senior living and healthcare providers. Nick has significant transaction experience involving skilled nursing facilities, assisted living centers, CCRCs, and home health organizations. In his 20+ years with Ziegler, he has focused on sell-side transactions involving both public and private healthcare providers, and has been involved with several recapitalization assignments for skilled nursing and large assisted living portfolios. He has participated in over \$2 billion worth of healthcare, senior living, and long-term care transactions and has also worked closely with Ziegler Finance Corporation on over \$100 million of refinancing projects using the FHA/HUD 232 LEAN Program and other structures. Nick graduated from the University of Wisconsin with a B.B.A in Marketing and Finance. He holds a FINRA Series 79 license.



**Eric Johnson**

**Director**  
ejohnson@ziegler.com

Eric Johnson joined the corporate finance team at Ziegler in 2019. He specializes in complex structured senior housing transactions, including debt and equity transactions, financial advisory, as well as mergers and acquisitions. Eric has a unique background in finance, market analysis, project management and engineering. Prior to joining Ziegler, Eric was a Senior Relationship Manager at Bank of the West / BNP Paribas where he was responsible for transaction sourcing, deal execution and for managing relationships with private and institutional healthcare groups across the US. Eric received his Master of Science in Real Estate Finance and Construction Management from the University of Denver. He also received a Master of Science with an emphasis in Structural Engineering from the University of Colorado and a Bachelor of Science in Civil Engineering from Colorado State University.



**Clint Miller**

**Director**  
cmiller@ziegler.com

Clint Miller joined Ziegler in February 2022 as a Director in the Senior Housing and Care Finance Practice. He brings over 15 years of healthcare experience, beginning his career with a large global healthcare software company. Clint has spent the last nine years in banking and finance. Prior to joining Zeigler, Clint worked at Dwight Capital, where he focused on debt and equity solutions for skilled nursing and private pay senior housing. He was responsible for the origination of FHA, bridge and mezzanine financing for senior housing owner-operators across the U.S. In addition, Clint was previously a relationship manager for BOK Financial, where he was responsible for transaction sourcing, as well as portfolio management for regional senior housing owner-operators, hospitals, health systems and several institutional clients throughout the southwest. Clint holds a BS in Management and an MBA in Finance, both from Oklahoma State University.



## Samantha Morrow

**Director, FHA/HUD**  
smorrow@ziegler.com

Samantha Morrow is a Director & Deputy Chief Underwriter for Ziegler with over 11 years' experience in underwriting FHA multifamily and Section 232 Health Care applications. Ms. Morrow received her MAP Multifamily underwriter approval on June 5, 2014 and Section 232 Underwriter Approval on August 11, 2015. In 2016 Ms. Morrow received a Master of Science in Real Estate in Infrastructure from The Johns Hopkins University, The Carey Business School. Ms. Morrow has worked on the underwriting of numerous HUD Applications under the Section 232 Healthcare and Multifamily (Affordable and Market Rate) programs. Application types include: 232/223(f), 232/223(a)(7), 232/241 Supplemental, 223(f), 223(a)(7), Transfer of Physical Assets, Corporate Credit Reviews, Interest Rate Modifications.



## Kristin Michels

**Senior VP, FHA/HUD**  
kmichels@ziegler.com

Kristin Michels joined the FHA/HUD team at Ziegler in April 2006. She is a vice president and operations manager of Ziegler Financing Corporation. Kristin is involved with every step of the FHA-insured lending process at Ziegler, coordinating the assembly of HUD mortgage insurance applications and subsequently directing servicing activities of those loans. Her focus is on providing superior customer service to our clients throughout all stages of the financing process. Kristin received her B.S. in finance from Grove City College and undertook master's coursework at The Ohio State University. She has earned the Professional Certificate towards a Certified Mortgage Servicer (CMS) Specialist Designation through the Mortgage Bankers Association. Kristin is also a HUD approved MAP and LEAN Underwriter and Construction Loan Administrator.



## Adam Shealy

**Senior Vice President**  
ashealy@ziegler.com

Adam Shealy joined Ziegler in 2019 as a vice president in the Senior Housing & Care Finance Practice. He specializes in mergers and acquisitions as well as capital formation engagements for both senior living and healthcare owners and providers. Adam has a diverse background in healthcare real estate, institutional banking and capital markets. Prior to Ziegler, Adam was at Lancaster Pollard & Co. where he provided debt and equity capital to owner-operators and developers focused on the senior living and healthcare sectors. Adam has also held credit, capital markets and front office positions with BNP Paribas and Lloyds Banking Group in New York and London. Adam received his B.A. in economics from Capital University and M.A. in financial economics from Ohio University.



## Patrick Mallen

**Vice President**  
pmallen@ziegler.com

Patrick Mallen joined Ziegler in 2020 as a vice president in the Senior Housing & Care Finance Practice. Patrick's Primary responsibilities include providing analytical, underwriting support, and ensuring efficient and effective transaction execution. Patrick has worked to bring over \$2.4 billion of capital for senior living providers and \$2.3 billion of general municipal bond transactions. Prior to joining Ziegler, Patrick spent five years at Herbert J. Sims and Company and four years at Public Financial Management (PFM). While at Sims, Patrick worked exclusively with senior living and healthcare organizations on achieving their capital needs, with structures that have included taxable and tax-exempt debt, rated and nonrated bonds, bank and public fixed rate debt, temporary and permanent debt, fixed and variable interest rate bonds and lines of credit. While at PFM, Patrick provided analytical support on structuring and pricing competitive and negotiated municipal bond transactions. Patrick received his B.S.B.A. in finance with a concentration in accounting from York College of Pennsylvania.



## Michael Anthony

**Assistant Vice President**  
manthony@ziegler.com

Michael Anthony is an Assistant Vice President on the Senior Housing & Care Finance team having joined Ziegler in 2019 as a Senior Analyst. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Since joining Ziegler, Michael has had extensive involvement in providing analytical support for new business origination and deal execution involving both public and private healthcare providers on numerous sell-side and buy-side M&A engagements, equity raises, and bank direct placements. He also has experience working with the FHA/HUD, FNMA, and FHLMC financing programs and mezzanine debt/preferred equity providers. Prior to Ziegler, Michael worked as an investment banking analyst at Regions Securities LLC first in the healthcare corporate finance coverage vertical and later in the healthcare real estate coverage vertical where he focused on sponsor acquisition financing, leveraged loan syndications, and sell-side M&A advisory engagements across the healthcare space. Michael graduated with a B.A. in Economics from Vanderbilt University where he also minored in Finance and Corporate Strategy. He holds FINRA Series 79 and 63 securities licenses.

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## Jacqueline Robey

**Assistant VP, FHA/HUD**  
[jrobey@ziegler.com](mailto:jrobey@ziegler.com)

Jacqueline Robey joined the FHA/HUD team at Ziegler in October 2012. She is an assistant vice president and mortgage loan analyst of Ziegler Financing Corporation. Jacqueline is involved with every step of the FHA-insured lending process, from assembling HUD mortgage insurance applications to completing servicing activities of those loans. Providing excellent customer service is her goal. Prior to joining Ziegler, Jacqueline served as a customer service specialist at JPMorgan Chase, where she responded to a variety of customer inquiries and requests. Jacqueline earned a B.S. in business administration from the Ohio State University with a marketing specialization.



## Michael McGinnis

**Analyst**  
[mmcginnis@ziegler.com](mailto:mmcginnis@ziegler.com)

Michael McGinnis joined the Senior Housing & Care Finance team at Ziegler in 2022. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Since joining Ziegler, Michael has had extensive involvement in providing analytical support for new business origination and deal execution involving both public and private healthcare providers on numerous sell-side transactions, equity raises, and bank direct placements, as well as work with the HUD/FHA, FNMA, and FHLMC financing programs. Prior to Ziegler, Michael was a financial analyst at Texas Capital Bank. Michael graduated with his B.A.'s in Accounting and Finance and an M.A. in Finance from Texas Tech University.



## Megan Cunningham

**Research Assistant**  
[mcunningham@ziegler.com](mailto:mcunningham@ziegler.com)

Megan Cunningham joined Ziegler in 2022. Her primary responsibilities include executing industry research projects and assisting with research module creation/updates. She gathers data and assists on presentation materials for conferences and speaking engagements, as well as maintaining Ziegler's library of research materials. Additionally, Megan provides indirect research support to the banking team. Prior to joining Ziegler, Megan spent several years in marketing at a senior living community in Chicago, as well as online marketing for FTD.com. She has also held positions with Williamson County Schools, Northwestern Mutual, and Revlon International. Megan graduated from Lake Forest College with a B.A. in Communications and a minor in History.



## Jake Sexton

**Analyst**  
[jsexton@ziegler.com](mailto:jsexton@ziegler.com)

Jake Sexton joined the Senior Housing & Care Finance team at Ziegler in 2022. He works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Prior to Ziegler, Jake held a summer analyst position in Ziegler's Chicago office. Jake graduated with a B.A. in economics with a minor in data analysis from Wesleyan University.



## Melanie Shaffer

**Analyst**  
[mshaffer@ziegler.com](mailto:mshaffer@ziegler.com)

Melanie Shaffer joined the Senior Housing & Care Finance team at Ziegler in 2022. She works with mergers and acquisitions, strategic advisory, and capital formation engagements for senior living and healthcare providers. Prior to Ziegler, Melanie held a summer analyst position in Ziegler's Chicago office. Melanie graduated with a B.A.A. in finance from William & Mary College.

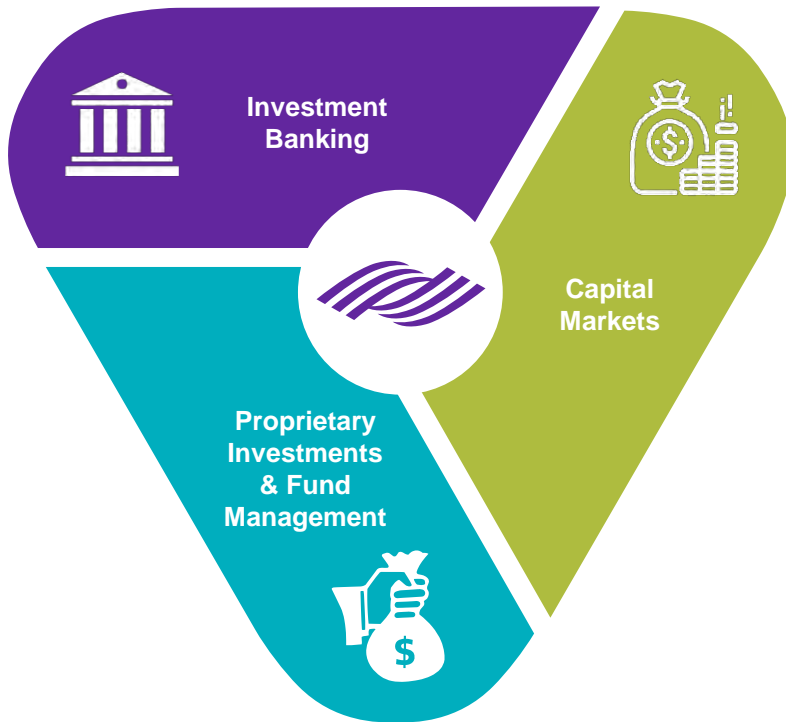
## **SECTION III.**

### **ZIEGLER INVESTMENT BANKING**



# ZIEGLER INVESTMENT BANKING PLATFORM

Ziegler is a privately held, national boutique investment bank, capital markets and proprietary investments firm. Specializing in the **healthcare**, **senior living** and **education sectors**, as well as **general municipal** and **structured finance**, enables us to generate a positive impact on the communities we serve.



## Investment Banking

Strategic advisory, financing and capital planning solutions in healthcare, senior living and educational sectors as well as general municipal and structured finance

## Capital Markets

Active participant in municipal sales and trading including public, tax-exempt, taxable, private placement and preferred trading markets

## Proprietary Investments & Fund Management


Providing opportunities for investors in senior living, healthcare services & technology solutions

# ZIEGLER'S NATIONAL FOOTPRINT


**HEADQUARTERED** at One North Wacker Drive in Chicago with regional and branch offices throughout the U.S., Ziegler provides its clients with capital raising, strategic advisory services, fixed income sales & trading and research.



**SEATTLE, WA**  
520 Pike Street  
Suite 1505  
Seattle, WA 98101



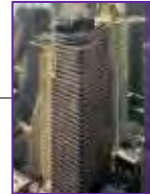
**MINNEAPOLIS, MN**  
333 South 7<sup>th</sup> Street  
Suite 2440  
Minneapolis, MN 55402




**MILWAUKEE, WI**  
735 Water Street  
Suite 1000  
Milwaukee, WI 53202




**CHICAGO, IL**  
**Corporate HQ**  
One North Wacker Drive  
Suite 2000  
Chicago, IL 60606




**NEW YORK, NY**  
2 Grand Central Tower  
140 East 45<sup>th</sup> Street  
Suite 2200  
New York, NY 10017




**BETHESDA, MD**  
7500 Old Georgetown Rd  
Suite 750  
Bethesda, MD 20817




**SCOTTSDALE, AZ**  
14850 N. Scottsdale Road  
Suite 350  
Scottsdale, AZ 85254



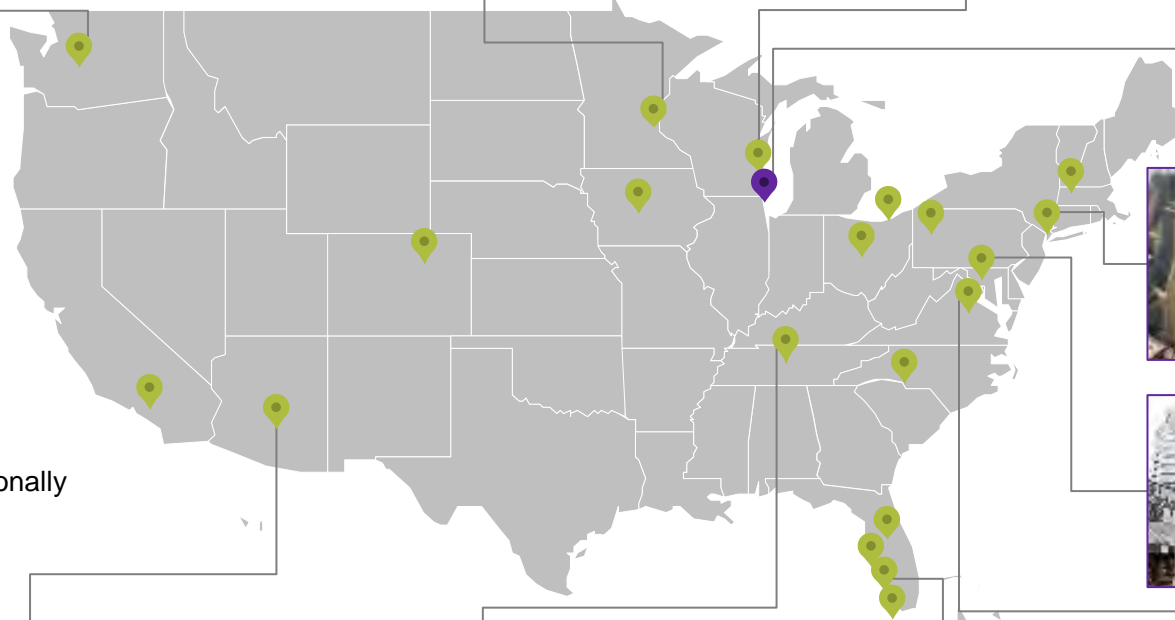
**NASHVILLE, TN**  
150 3<sup>rd</sup> Avenue South  
Suite 1810  
Nashville, TN 37201



**SARASOTA, FL**  
1605 Main Street  
Suite 1020  
Sarasota, FL 34236



**RICHMOND, VA**  
5701 Patterson Avenue  
Suite 200  
Richmond, VA 23226



Established  
**1902**

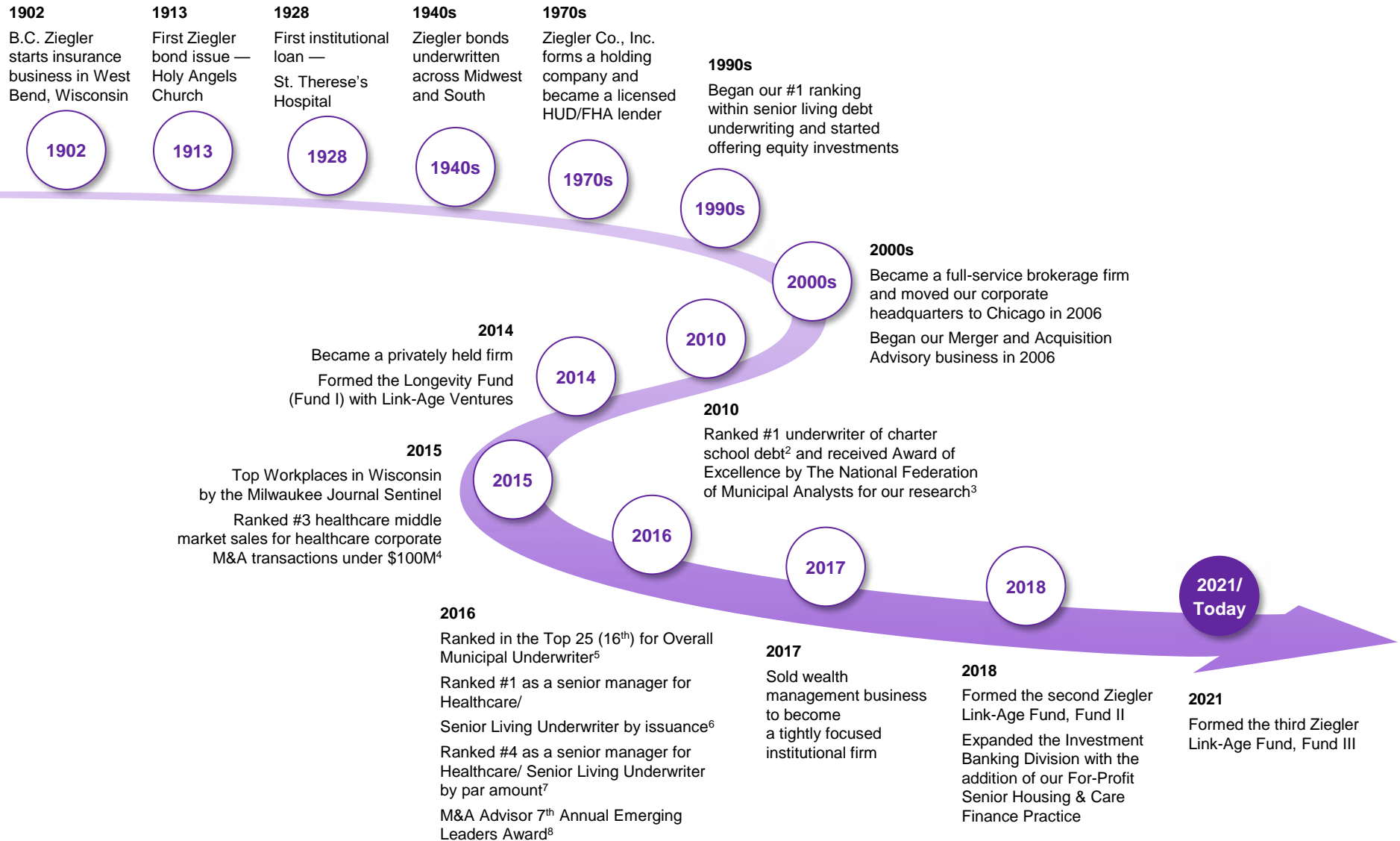
Number of employees  
**185+**

Registered offices nationally  
**21**

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# THE ZIEGLER HISTORY – A CONTINUOUS EVOLUTION



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# ZIEGLER INVESTMENT BANKING – COVERAGE VERTICALS

## Healthcare



### For-Profit

#### Corporate Finance Healthcare

- Healthcare IT
- Physician Practices
- Telehealth
- Home Health & Hospice
- Behavioral Health
- Lab & Pharma Services

#### Senior Housing & Care Finance

- Individual assets and portfolios of for-profit:
- Independent Living
  - Assisted Living
  - Memory Care
  - Skilled Nursing
  - CCRCs
  - Affordable Senior Housing

### Not-for-Profit

#### Senior Living Finance

- Multi-site senior living campuses/organizations
- Single-site senior living campuses/organizations

#### Healthcare Finance

- Large regional health systems
- Independent community hospitals

## Educational Institutions



### Charter School Finance & Higher Education Finance

- Charter Schools
- K-12 Private Schools
- Religious K-12 Private Schools
- Colleges & Universities
- Religious Colleges & Universities

## General Municipal & Structured Finance



- State & Local Governments
- Governmental Agencies
- Data Center Developers
- Solar Power & Waste to Energy Developers
- Recreational/Sports Complexes

# ZIEGLER'S COMPREHENSIVE SENIOR LIVING SERVICES AND RELATIONSHIPS

## Top Lead Managing Underwriters Senior Living Finance Issues 2021

Rank	Underwriter	# of Issues	\$ Millions
1	Ziegler	51	\$ 3,077.4
2	Herbert J. Sims & Co.	12	1,270.7
3	Hilltop Securities	1	507.3
4	Piper Sandler & Co.	12	392.8
5	Bank of America Securities	1	305.6
6	Truist Securities	2	194.2
7	RBC Capital Markets	3	188.9
8	KeyBanc Capital Markets	4	168.8
9	Odeon Capital Group	3	75.2
10	Robert W. Baird & Co.	2	59.2

## Top Lead Managing Underwriters Senior Living Finance Issues 2000 - 2021

Rank	Underwriter	# of Issues	\$ Millions
1	Ziegler	721	\$ 34,707.4
2	Herbert J. Sims & Co.	221	10,283.7
3	KeyBanc Capital Markets	148	5,968.5
4	Piper Sandler & Co.	193	5,637.2
5	Truist Securities	137	5,294.5
6	RBC Capital Markets	139	2,284.2
7	Colliers Securities	60	1,753.2
8	UBS Securities	34	1,728.4
9	Wachovia	133	1,436.4
10	Citi	24	1,314.5

Based on full credit given to senior manager of lead-managed underwriting principal volume for senior living transactions completed nationally. Rankings and amounts through Refinitiv data as of 12/31/21

### Education

- Industry Conferences / Symposiums
- (Annual Ziegler Senior Living Finance + Strategy Conference)
- LeadingAge Ziegler National CFO Workshop
- Ziegler National Senior Living Investor Workshop Series<sup>SM</sup>

### External Research

- LeadingAge Ziegler 200
- CARF Financial Ratios and Trends Publication (*Baker Tilly, CARF*)
- Resident Contract Study
- Statewide CCRC Report (MD; VA; TX) (*My LifeSite*)

### Industry Communication

- Z-News
- White papers
- Ziegler CFO Hotline<sup>SM</sup>

### Internal Information and Research

- Ziegler CCRC National Listing & Profile
- Client-requested research
- Client education sessions

### Secondary Market Investor Research

- Surveillance updates on current credits
- Supports active secondary trading

### Investor Market Research

- ZieglerResearch.com

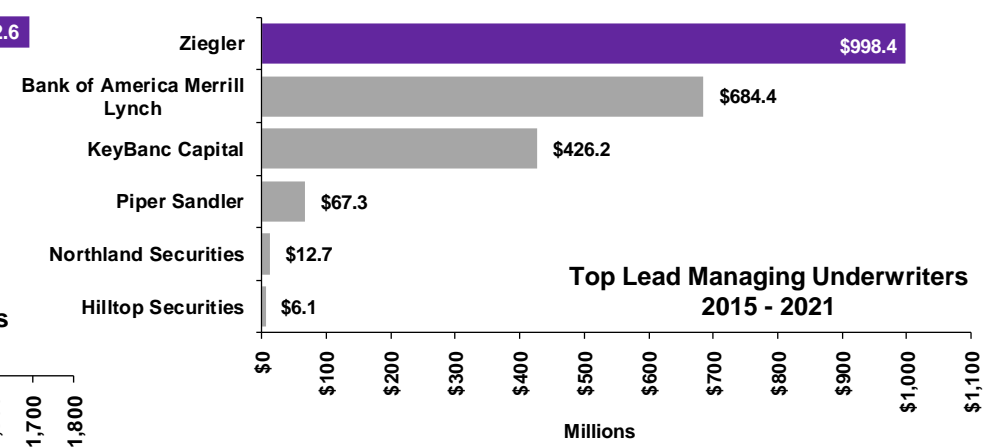
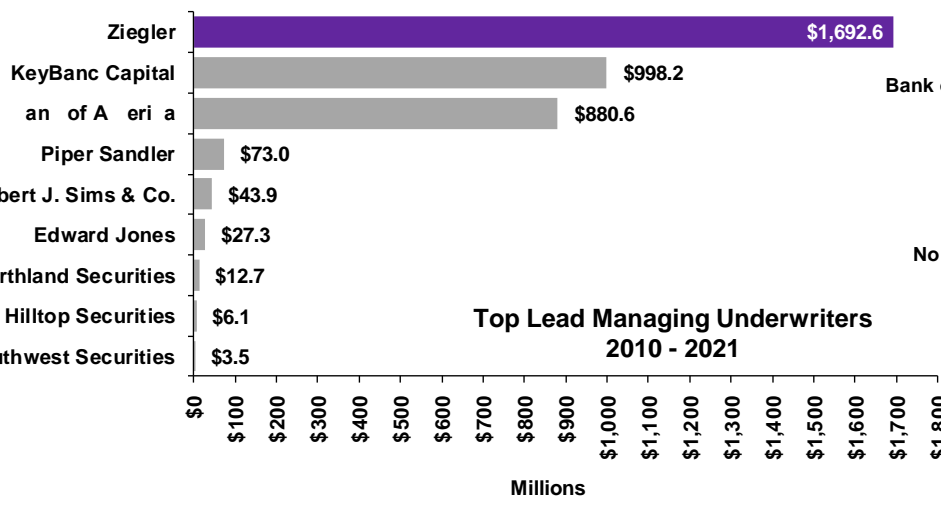
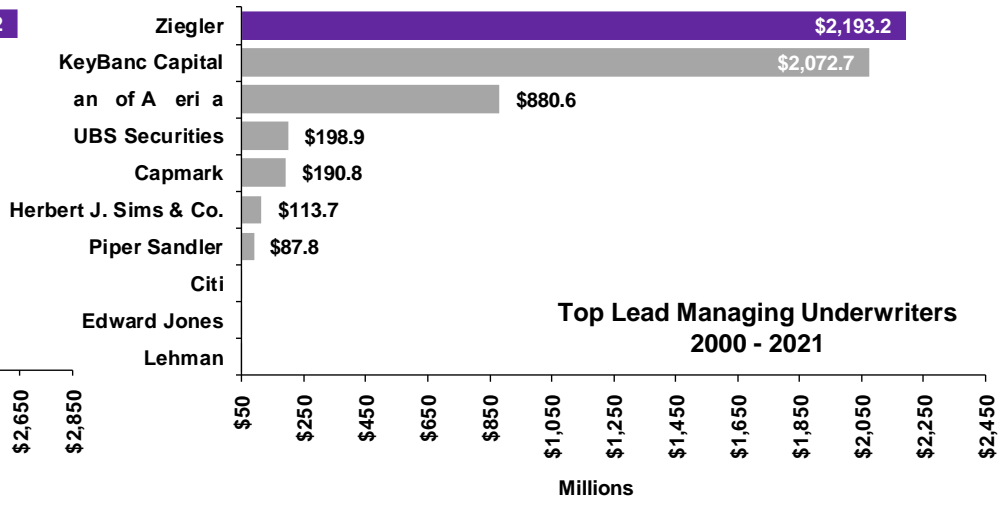
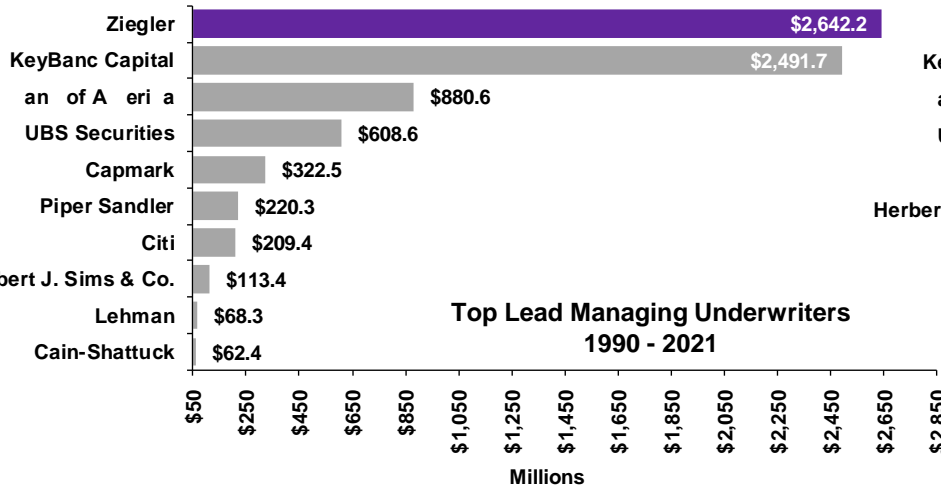
### Databases

- Industry trends (e.g. *CCaH, Rental CCRC's*)
- All senior living financings
- All new communities (*start-up CCRC's*) since 1990
- Senior living rated organizations

ESKATON\_001805

(1) Excludes FP & 142(d) Issues.

# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – LEAGUE TABLES



# ZIEGLER'S REPRESENTATIVE CALIFORNIA EXPERIENCE – TRANSACTION LISTING

ZIEGLER'S CALIFORNIA FINANCINGS							
YEAR	PROVIDER	LOCATION	PAR AMOUNT	YEAR	PROVIDER	LOCATION	PAR AMOUNT
2022	Mt. San Antonio Gardens	Pomona	\$43,780,000	2011	*Retirement Housing Foundation	Long Beach	\$117,615,000
	The Redwoods	Mill Valley	\$23,550,000	(cont'd)	*Lytton Gardens	Palo Alto	\$11,885,000
2021	Enso Village (The Kendal Corporation)	Healdsburg	\$297,030,000	2010	Baywood Court	Castro Valley	\$18,940,000
	*Carmel Valley Manor	Carmel	\$10,274,272		American Baptist Homes of the West	Pleasanton	\$106,580,000
	HumanGood California Obligated Group	Pleasanton	\$120,000,000	2009	Southern California Presbyterian Homes	Glendale	\$77,805,000
2020	*HumanGood California Obligated Group	Pleasanton	\$125,000,000		*The Episcopal Home Communities	Alhambra	\$26,150,000
	*Brethren Hillcrest Homes	La Verne	\$42,610,000		Retirement Housing Foundation	Long Beach	\$116,545,000
2019	HumanGood California Obligated Group	Pleasanton	\$141,705,000	2007	Front Porch	Burbank	\$110,000,000
	*HumanGood California Obligated Group	Pleasanton	\$25,610,000	2006	American Baptist Homes of the West	Pleasanton	\$50,000,000
	Mt. San Antonio Gardens	Pomona	\$31,610,000		Elder Care Alliance of San Francisco	San Francisco	\$33,895,000
	Paradise Valley Estates	Fairfield	\$95,685,000		Southern California Presbyterian Homes	Glendale	\$62,185,000
2018	California Armenian Home	Fresno	\$24,660,000	2004	Elder Care Alliance of San Rafael	San Rafael	\$24,650,000
	*HumanGood National Obligated Group	Pleasanton	\$20,000,000	2002	Aldersly	San Rafael	\$7,125,000
2017	Channing House	San Francisco	\$44,120,000	2001	Country Crest	Oroville	\$18,445,000
	Retirement Housing Foundation Obligated Group	Long Beach	\$25,620,000	1998	Eskaton Gold River Lodge	Gold River	\$12,710,000
	Retirement Housing Foundation Obligated Group	Long Beach	\$45,685,000		Rhoda Haas Goldman Plaza	San Francisco	\$37,770,000
	*Retirement Housing Foundation Obligated Group	Long Beach	\$21,820,000	1997	Home for Jewish Parents	Danville	\$12,555,000
	Institute on Aging	San Francisco	\$34,355,000		SCPH Redwood Senior Homes and Services	Escondido	\$6,120,000
	Channing House	Palo Alto	\$54,045,000	1995	Covenant Retirement Communities, Inc.	Santa Barbara	\$24,000,000
2016	Paradise Valley Estates	Fairfield	\$22,080,000	1994	Northern California Presbyterian Homes	San Francisco	\$12,000,000
	Atherton Baptist Homes	Alhambra	\$31,390,000		St. Paul's Episcopal Home	San Diego	\$7,140,000
2015	Aldersly	San Rafael	\$6,635,000	1993	Walker Senior Housing Corp. VII-The Lodge	Chico	\$5,270,000
	American Baptist Homes of the West	Pleasanton	\$52,080,000		Eden Hospital Health Services Corp.	Casto Valley	\$23,675,000
	*Episcopal Senior Communities	Walnut Creek	\$8,718,000		Odd Fellows Housing of Napa, Inc.	Napa	\$18,995,000
	*be.group (SCPH)	Glendale	\$47,900,000		Eskaton Properties, Inc.	Carmichael	\$50,790,000
2014	Brethren Hillcrest Homes	La Verne	\$38,660,000	1992	Covenant Retirement Communities, Inc.	Santa Barbara	\$21,600,000
	*Retirement Housing Foundation	Long Beach	\$110,120,000		On Lok Senior Health Services	San Francisco	\$13,300,000
	**MonteCedro	Altadena	\$70,152,500		Air Force Village West	Riverside	\$64,275,000
2013	The Redwoods	Mill Valley	\$29,970,000		San Diego Christian Foundation	San Diego	\$8,360,000
	Poway RHF Housing	Poway	\$13,345,000		Mayflower Gardens Health Facilities	Los Angeles	\$43,400,000
	Covenant Retirement Communities, Inc.	Santa Barbara	\$20,450,000		Eskaton Properties, Inc.	Carmichael	\$17,300,000
	The Terraces at Los Altos (ABHOW)	Pleasanton	\$71,250,000	1991	Association for Retarded Citizens	San Diego	\$8,475,000
2012	Episcopal Communities & Services	Alhambra	\$64,160,000		Sierra View Homes	Reedley	\$4,240,000
	The Terraces at San Joaquin Gardens (ABHOW)	Fresno	\$71,035,000		Walker Senior Housing Corp. VII	Chico	\$15,000,000
	*American Baptist Homes of the West	Pleasanton	\$20,000,000		Channing House	Palo Alto	\$9,800,000
2011	Episcopal Senior Communities	Walnut Creek	\$62,200,000	1990	Eskaton Properties, Inc.	Carmichael	\$40,700,000
	*American Baptist Homes of the West	Pleasanton	\$15,000,000				
	*Other Transactions / **Co-Manager					TOTAL	\$3,221,599,772

ESKATON\_001807

**SECTION 999.5(d)(2)(D)**

**2) Zeigler Offering Memorandum Prepared in Fall 2022.**





## SKILLED NURSING PORTFOLIO

THREE (3) SKILLED NURSING FACILITIES | SACRAMENTO, CA | FALL 2022

396 LICENSED BEDS (391 OPERATING BEDS)

CONFIDENTIAL MEMORANDUM



# CONFIDENTIAL INFORMATION

**Eskaton (the “Seller”) has retained Ziegler Investment Banking (“Ziegler”) as their exclusive financial advisor to explore strategic alternatives for its 3-community skilled nursing portfolio located near Sacramento, CA.**

This Confidential Memorandum (“Memorandum”) has been prepared by Ziegler from materials supplied by the Seller and publicly available information. The sole purpose of this Memorandum is to assist the recipient in deciding whether it wishes to proceed with a further investigation with regard to an acquisition of the Portfolio. This Memorandum does not purport to be all-inclusive or to necessarily contain all information that a prospective purchaser may desire in investigating the Seller and the Portfolio. Ziegler makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained herein, and expressly disclaims any and all liability for representations or warranties, expressed, implied, or contained in, and for omissions from, this Memorandum or any written or oral communication transmitted or made available. The Seller will have legal responsibility only for the representations and warranties set forth in a written agreement when and if executed and delivered by the parties thereto and subject to limitations and restrictions set forth therein. Ziegler has not independently verified any of the information contained in this Memorandum or any written or oral communication transmitted or made available, and has not made and will not make, an independent evaluation or appraisal of any of the assets or liabilities of the Seller.

This Memorandum is being provided to the recipient pursuant to a confidentiality agreement that governs the obligations of the Seller and the recipient with regard to confidentiality. By acceptance of this Memorandum, and in accordance with the confidentiality agreement, but without limiting the information provided herein, or the scope or terms thereof, the recipient agrees that it will not distribute this Memorandum to any person, in whole or in part, at any time without the prior written consent of the Seller and that it will keep confidential all information contained herein or made available in connection with any further investigation. This Memorandum is being delivered for informational purposes only and upon the express understanding that it will be used only for the purpose set forth above. Upon request and in accordance with the confidentiality agreement, the recipient will return promptly all material received from the Seller and Ziegler (including this Memorandum) without retaining any copies thereof. In furnishing this Memorandum, the Seller undertakes no obligation to provide the recipient with access to any additional information or to update any of the information contained herein.

This Memorandum includes certain historical and projected financial and operating data. The estimated operating results are derived from internal management reports, and the adjusted results are derived in part from management’s internal analysis. These estimates and projections reflect management’s assumptions concerning anticipated results at the time made, may or may not prove to be correct, and are subject to significant economic, competitive, and regulatory uncertainties and contingencies beyond the Seller’s control. Past performance may not be necessarily indicative of future performance. Consequently, no assurances are made or implied as to the reliability of such estimates or projections, and the inclusion of estimates and projections herein should not be regarded as a representation that the estimated or projected results will be achieved. No independent accounting firm has examined or reviewed the financial estimates or projections contained herein.







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## ADDITIONAL INFORMATION

*Please direct all questions regarding the Communities or the transaction to:*

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*Analyst*  
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# I. EXECUTIVE SUMMARY



ESKATON\_001812





# TRANSACTION OVERVIEW

Eskaton is a not-for-profit 501(c)(3) California corporation, which was formed in 1968. Eskaton’s primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services. Eskaton also operates nonmedical homecare services, adult day healthcare services and various community service programs.

Eskaton Properties, Inc. (“EPI”) owns and operates four Skilled Nursing properties in greater Sacramento, CA; one as part of a Continuing Care Retirement Community, and three standalone skilled nursing properties. The standalone properties include Eskaton Care Center Fair Oaks (“Fair Oaks”), Eskaton Care Center Greenhaven (“Greenhaven”), and Eskaton Care Center Manzanita (“Manzanita”)(collectively the “Portfolio” or “Communities”).

Eskaton seeks to sell the Portfolio to divest of its Skilled Nursing Properties and focus resources on expanding and growing retirement housing communities, home health services, and CCRC interests.

The following tables summarizes the Portfolio’s operating results for the 2019, 2020, and 2021 fiscal years and the trailing twelve month period (ending September 30, 2022). Detailed income statements and additional financial considerations can be found in the *Financial Performance* section.

Source Period Ending	Actual FYE 12/31/2019	Actual FYE 12/31/2020	Actual FYE 12/31/2021	Actual TTM 9/30/2022
<b>Payor Mix:</b>				
Private	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	3.7%	3.2%	3.1%	3.1%
Total %	100%	100%	100%	100%
<b>Total Patient Days</b>	<b>127,057</b>	<b>108,325</b>	<b>103,806</b>	<b>100,098</b>
<b>Available Beds</b>	<b>383</b>	<b>391</b>	<b>391</b>	<b>391</b>
<b>Occupancy %</b>	<b>90.9%</b>	<b>75.7%</b>	<b>72.7%</b>	<b>70.1%</b>
<b>Operating Revenue</b>	<b>\$48,427,050</b>	<b>\$41,390,921</b>	<b>\$44,048,973</b>	<b>\$41,337,440</b>
<b>Operating Expenses</b>	<b>\$45,418,930</b>	<b>\$41,740,015</b>	<b>\$42,941,890</b>	<b>\$50,485,256</b>
<b>Adj. EBITDAM</b>	<b>\$3,008,120</b>	<b>(\$349,094)</b>	<b>\$1,107,083</b>	<b>(\$9,147,816)</b>
<b>Adj. EBITDAM Margin %</b>	<b>6.2%</b>	<b>-0.8%</b>	<b>2.5%</b>	<b>-22.1%</b>

ESKATON\_001814

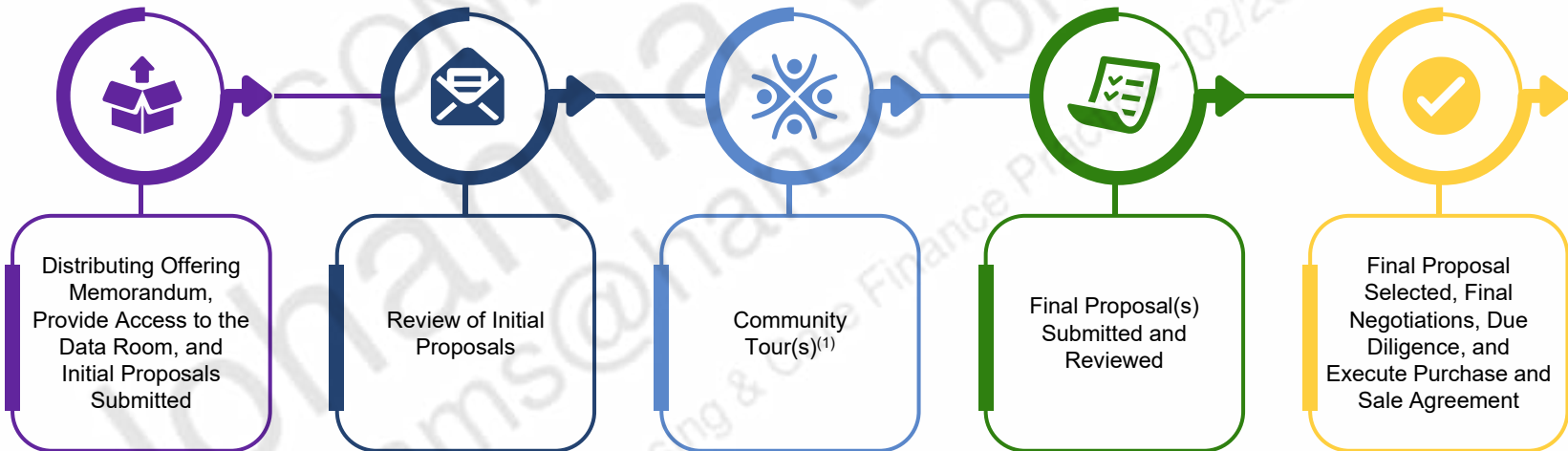
# TRANSACTION PROCESS

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring divestiture strategic alternatives for the Communities. The Seller has authorized Ziegler to approach a select provider/investor group and solicit proposals to acquire the Communities' assets.

Prospective purchasers should assume "assets" include all community-based assets including inventory, personal property, land, buildings and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

**The Seller is extremely sensitive to confidentiality in this matter.** Consequently, offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which proposal is pursued.

## THE SELLER WOULD LIKE TO ADHERE TO THE PROCESS OUTLINED BELOW:



**Please note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Communities should be contacted directly under any circumstances. Under no circumstances are tours or "mystery shopping" of the Communities allowed without Ziegler and Eskaton's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

# TRANSACTION STRENGTHS

## Geographic Concentration

The Portfolio properties are located in the greater Sacramento area, the state capital of California. The Sacramento metropolitan area has been one of the fastest growing urban regions in the U.S. and holds the Central Valley and Sierra Nevada regions of the state. Sacramento is one of the world's most important agricultural areas and is home to Lake Tahoe, and several ski and nature resorts. The Facilities are easily accessible by interstate and state highways. The geographic locations allows for economies of scale in terms of staffing and management oversight.

## Value-add potential

Consolidated occupancy for the trailing twelve-month period ending September 30, 2022 for the Portfolio was 70%. The Portfolio averaged 90% occupancy from 2017-2019 prior to COVID, and a prospective purchaser could benefit from the Portfolio's value-add potential.

## Bolstered Revenues through Medi-Cal Rate Enhancement

California's Medi-Cal program establishes the methodology used to develop the rates paid to Medi-Cal managed care organizations. In general, for any given rate-setting year, DHCS and its actuary employ a combination of plan-specific utilization and risk adjusted county average utilization to inform each plan's rates. The Medi-Cal reimbursement rates have increased across the portfolio from the 2019 to 2022 cost report years with the average across the Portfolio increasing from \$260.14 to \$326.07, respectively (see table to the right). For note, there is a lag involved in the process; the rates are based on data from about 24 months prior to the beginning of the rate year.

MEDI-CAL RATES				
Cost Report Year				
Effective	2019	2020	2021	2022
Fair Oaks	\$245.03	\$278.55	\$313.27	\$300.83
Greenhaven	\$244.60	\$266.60	\$293.07	\$304.90
Manzanita	\$290.80	\$327.51	\$361.27	\$372.48
Average	\$260.14	\$290.89	\$322.54	\$326.07



# OVERVIEW OF CARE AND SERVICES

The Portfolio's primary function is to offer continuous nursing, medical, and other health and social services on a 24-hour basis, under physician-directed care and RN supervisor. The Facilities serve patients who are not in the acute phase of illness, or requiring services in a hospital, but instead require primary, restorative, or skilled nursing services on an inpatient or custodial care basis with the goal being to restore patients' degree of self-care in essential daily living.

CMS STAR RATINGS				
Facility	Overall	Health	Staffing	Quality
Fair Oaks	4	2	5	4
Greenhaven	5	4	4	5
Manzanita	5	4	5	5
Average	4.7	3.3	4.7	4.7

## Clinical Services

- 24-hour Nursing Care
- 24-hour Physician On-Call
- Short Term Rehabilitation
- Respite
- Long Term Care
- IV Administration
- Pain Management
- Post-Surgical Care
- Respiratory Therapy
- Wound Care / Wound Vac
- Cardiac & Diabetic Rehab Focus
- Transitional CARE Nurse Practitioner
- Stroke Recovery
- Hospice / Palliative Care
- 7 Day/Week Admissions
- HIV/AIDS Management

## Rehabilitation Services

- Cardiac: CHF, LVAD, Life Vest, & Pacemaker
- Physical, Occupational, & Speech Therapies
- Orthopedic Recovery Program
- Neurological Recovery Program
- Restorative Therapy
- Pulmonary Rehabilitation
- Recreational Therapy
- Joint Replacement Therapy
- Dedicated Rehab Unit
- Arthritis Pain Management

## Support & Ancillary Services

- Care Transitions
- Social Service Support
- On-Site Podiatry, Dental, & Optometry Services
- Bereavement Accommodations
- 24-Hour Pharmacy
- TVs & Satellite / Cable Available
- Multi-Denominational Weekly Religious Services
- Dining
- Beauty Shop
- Volunteer Program

## Social Services

- Dental, Vision, Podiatry, Audiology
- Dementia Assessment
- Psychosocial & Psychiatric Evals.
- Individual Therapy
- Transportation Arrangements
- Appointment Accompanying

ESKATON\_001817

## II. KEY CONSIDERATIONS







# TRANSACTION STRUCTURE

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring strategic alternatives for the Portfolio. Strategic alternatives include, but are not limited to divesting the Portfolio's assets. The Seller is looking to divest its three skilled nursing properties to focus on its senior housing properties. The Seller has authorized Ziegler to approach select provider/investor groups and solicit proposals to acquire the Portfolio's assets. **TIMING AND EXECUTION CERTAINTY ARE IMPORTANT TO THE SELLER.**

Prospective purchasers should assume "assets" include all Portfolio-based assets including inventory, personal property, land, buildings, and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits, and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

The Seller is extremely sensitive to confidentiality in this matter. Consequently, the offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which (if any) proposal is pursued.

The Seller would like to adhere to the process outlined below:

1. Distribute Offering Memorandum, Provide Access to the Data Room
2. Initial Proposals Submitted
3. Review of Initial Proposals
4. Portfolio Tour(s) <sup>1</sup>
5. Final Proposal(s) Submitted and Reviewed
6. Proposal Selected, Final Negotiations, Due Diligence, and Signed Purchase and Sale Agreement

**Note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Portfolio should be contacted directly under any circumstances. Under no circumstances are tours or mystery shopping of the Portfolio allowed without Ziegler and Seller's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

*1. Portfolio Tour(s) subject to Seller approval.*

## DISCLAIMER

The Seller and Ziegler expressly reserve the right, without giving reasons, at any time and in any respect, to amend, modify or terminate these procedures or to negotiate with any party with respect to a transaction involving the Portfolio. The Seller will not have an obligation to accept any offer, whether or not it represents the highest value. The Seller expressly reserves the right, in their sole and absolute discretion, to reject any or all offers without giving any reasons therefor. The Seller also expressly reserves the right, without giving reasons therefor, at any time and in any respect, to terminate discussions with any or all potential purchasers.

Interested parties are encouraged to promptly review the Offering Memorandum and, if interested, prepare proposals as quickly as is practicable. The Seller would like to receive initial proposals no later than **December 16, 2022.**

Please note that the Seller has elected not to assign a specific timetable for the various phases (except for submission of initial proposals) as they may elect to accelerate the process for proposal(s) that are particularly compelling. Written preliminary proposals should include:

- A non-binding estimate of the cash acquisition value, as well as a brief description of the transaction structure;
- An indication of the source(s) of financing contemplated for the potential acquisition, including the proposed debt and equity structure, the availability of the proposed capital structure, and any contingencies with respect thereto;
- A specific list of additional information required to complete the investigation of the Portfolio;
- A list of corporate, shareholder or regulatory approvals required to consummate the transaction (if any);
- The name of outside advisors (including legal representation) you have engaged or plan to engage (if any) to assist you in evaluating and documenting this transaction;
- A discussion of your organization's historical operating track record in California (including a list of properties operated in the state), as well as any other state(s) you operate in;
- A discussion of how your organization arrived at the suggested value of the Portfolio; and
- A preliminary timetable required to consummate the transaction.

ESKATON\_001820

# KEY CONSIDERATIONS

## Implementation of New Technology

Greenhaven partnered with SafelyYou, an innovative artificial technology (AI) system designed to detect and reduce fall risk for older adults; becoming the first SNF in California to be approved by the Department of Health Services to pilot and integrate this program.



## Geographic Efficiencies

The tight geographic proximity of the Communities allows for significant economies of scale in terms of staffing and management oversight.



## 24-hour Care

The Communities offer around-the-clock nursing care as well as a 24-hour on-call physician.



## Located in the Capital of California

The Communities are located in the greater Sacramento area. Sacramento is the state capital of California, and a growing urban region.



## Continual Cap-Ex Reinvestments

Eskaton continually reinvests capital into its property, plant, and equipment. Since 2019, the annualized average capital expenditure per bed is over \$1,900 per bed across the portfolio.



## Strong CMS Star Ratings

The communities average a 4.7 CMS star rating, with Green Haven and Manzanita rated 5 overall, and Fair Oaks rated 4.



## Proximity to Healthcare

Each community is located within a 10 mile radius to nearby hospitals and healthcare centers.



EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

**III. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
FAIR OAKS**





EXECUTIVE  
SUMMARY

KEY  
CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET  
ANALYSIS

FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS

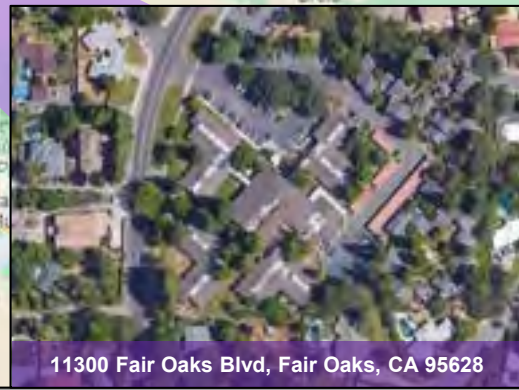
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# FAIR OAKS - LOCATION

## LOCATION: FAIR OAKS, CALIFORNIA

The community is located 16 miles northeast of Sacramento near the town center of Fair Oaks, California. In close proximity to the library, parks and additional marketplaces. The campus is surrounded by mature trees and conveniently located 23 miles from the Sacramento International Airport.



11300 Fair Oaks Blvd, Fair Oaks, CA 95628



# FAIR OAKS - NEIGHBORHOOD



- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS**
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

ESKATON\_001825



# FAIR OAKS – AERIAL OVERVIEW



Parking lot owned by Eskaton (separate parcel)

Fair Oaks Campus

Eskaton Care Center Fair Oaks

Fair Oaks Blvd

Google



# FAIR OAKS – COMMUNITY SUMMARY & OPERATIONAL ANALYSIS

FAIR OAKS | 149 LICENSED BEDS | 148 OPERATING BEDS | FAIR OAKS, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23301420480000
Address	11300 FAIR OAKS BLVD
Postal City, Zip	FAIR OAKS 95628
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 233, Page 014

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-435
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$981,434
Improvement Value	\$11,397,268
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,378,702
Other Exemption	(\$12,378,702)
Net Assessed Value	\$0
FY 2022 Property Tax	\$556.80

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	3.00 acres
Last sale date	5/31/1989

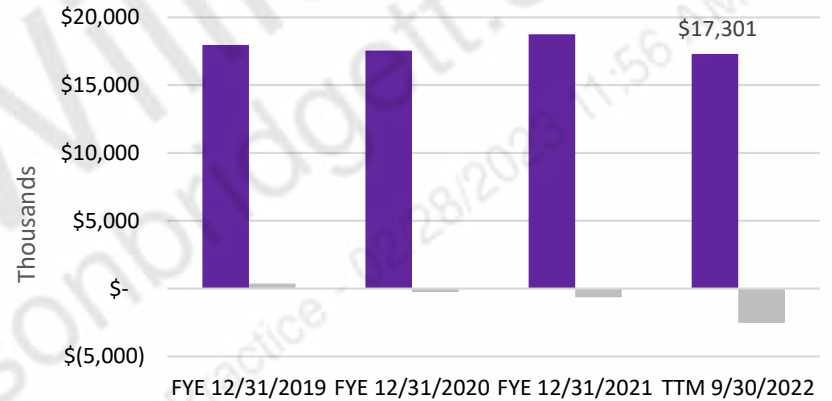
### PROPERTY BUILDING INFORMATION

Gross Building Area	57465 sq ft
Net Rentable Area	57465 sq ft
Ground Floor Area	57465 sq ft
Year Built	1983
Effective Year	1983
Stories	1
Quality Class	Average

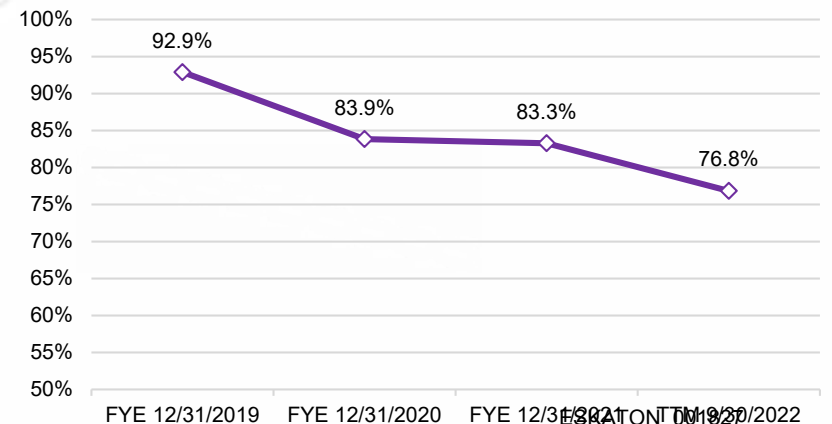
## Operations Analysis



### Historical Revenue & EBITDA\* Trends



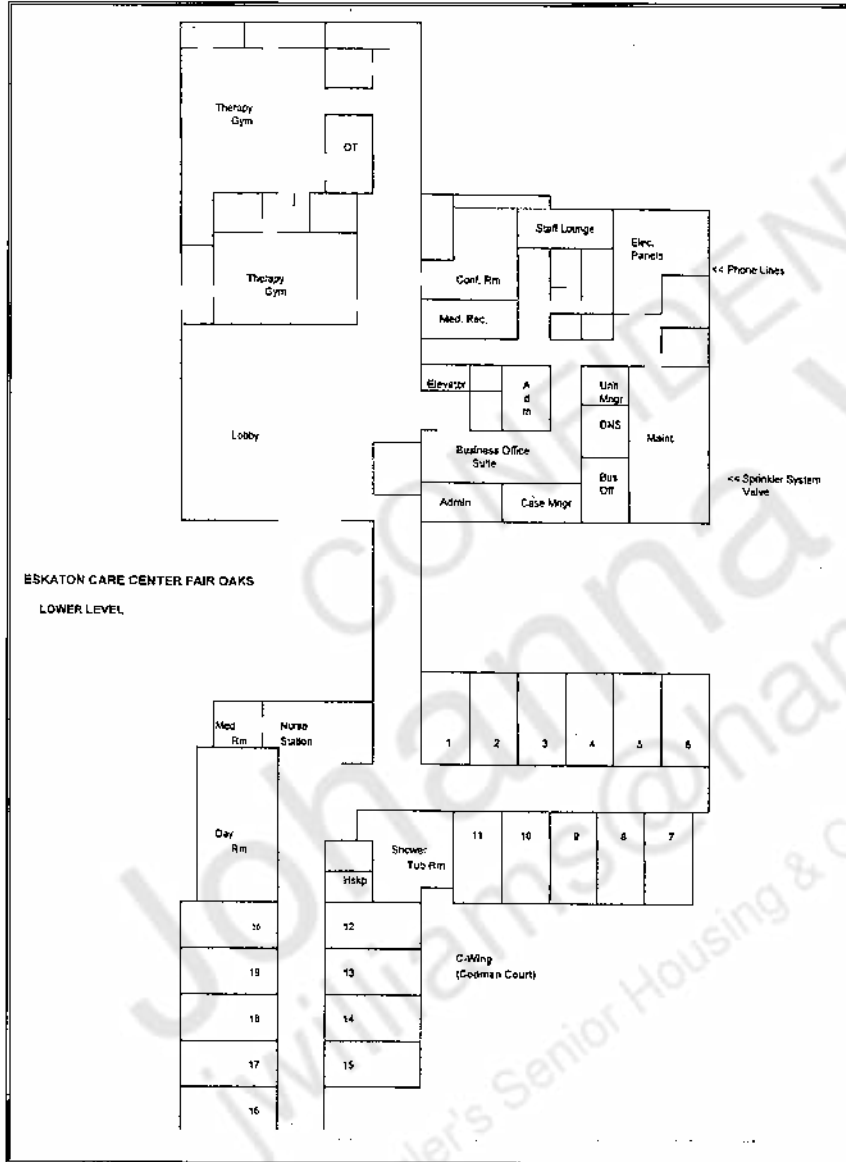
### Occupancy Trends



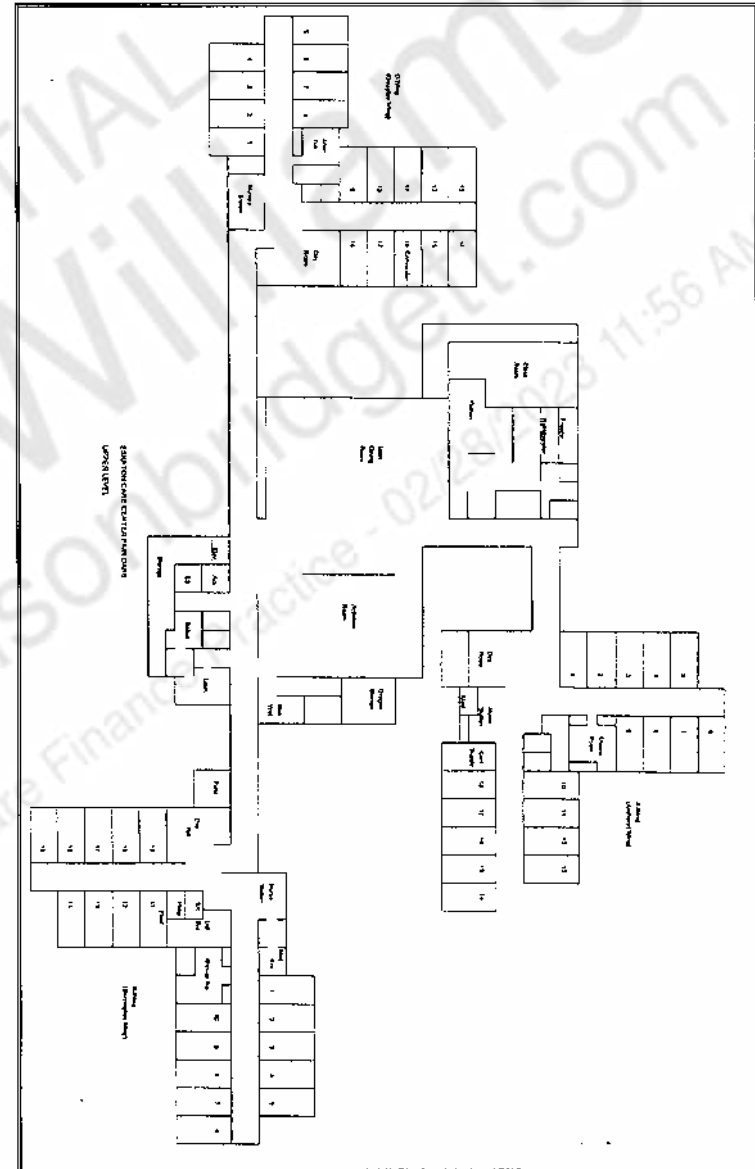
\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
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# FAIR OAKS - BUILDING SITE PLAN



Lower Wing

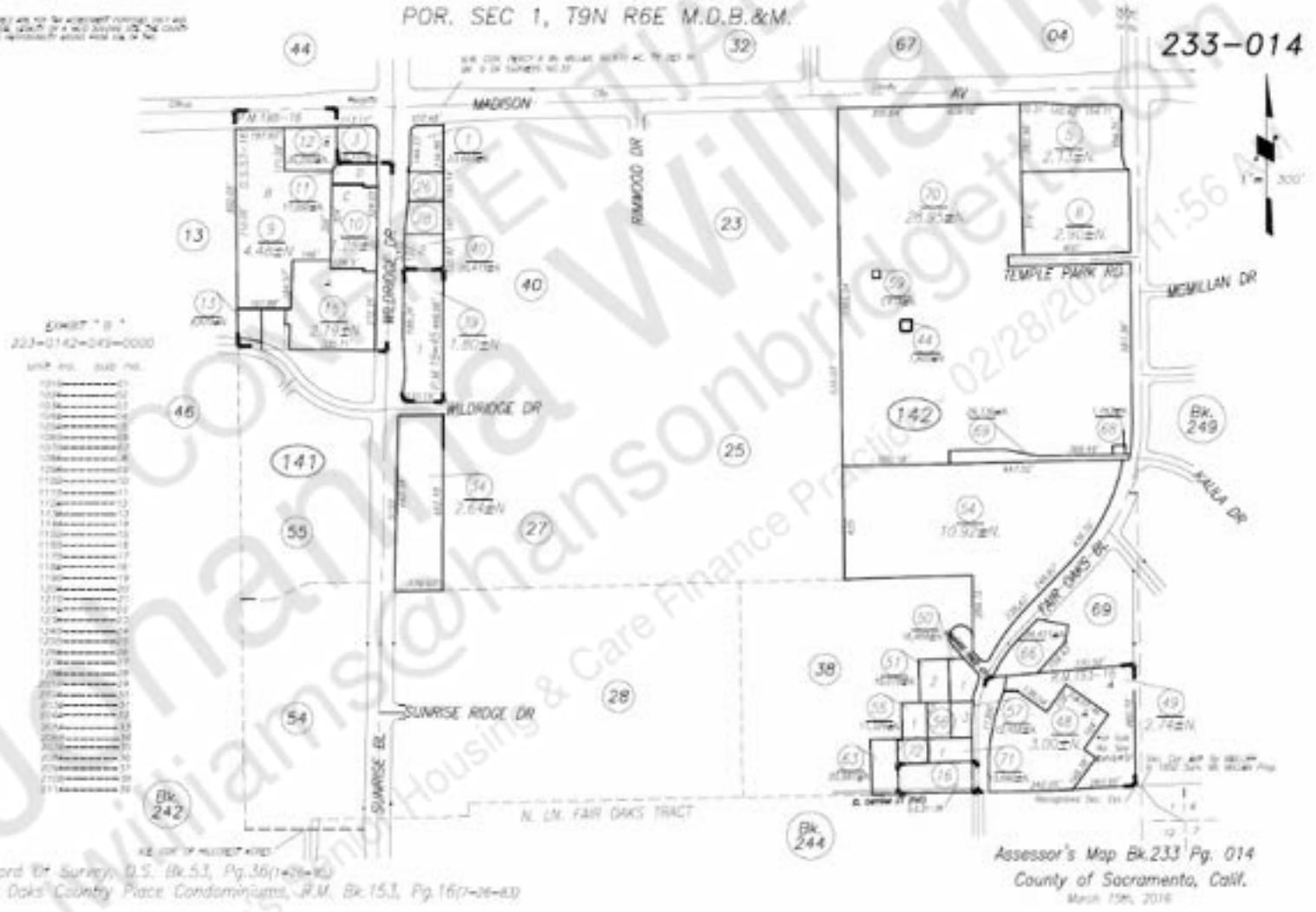


Upper Wing

ESKATON\_001828

# FAIR OAKS - SITE MAP

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 IN ANY MANNER AND THIS MAP IS A WORK PRODUCT OF THE COUNTY  
 OF SACRAMENTO. ANY REPRODUCTION OF THIS MAP WITHOUT THE WRITTEN  
 PERMISSION OF THE COUNTY OF SACRAMENTO IS PROHIBITED.



Record of Survey, D.S. (Bk. 53, Pg. 36) (1-26-82)  
 Fair Oaks County Place Condominiums, P.M. (Bk. 153, Pg. 16) (1-26-82)

ESKATON\_001829

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**IV. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
GREENHAVEN**







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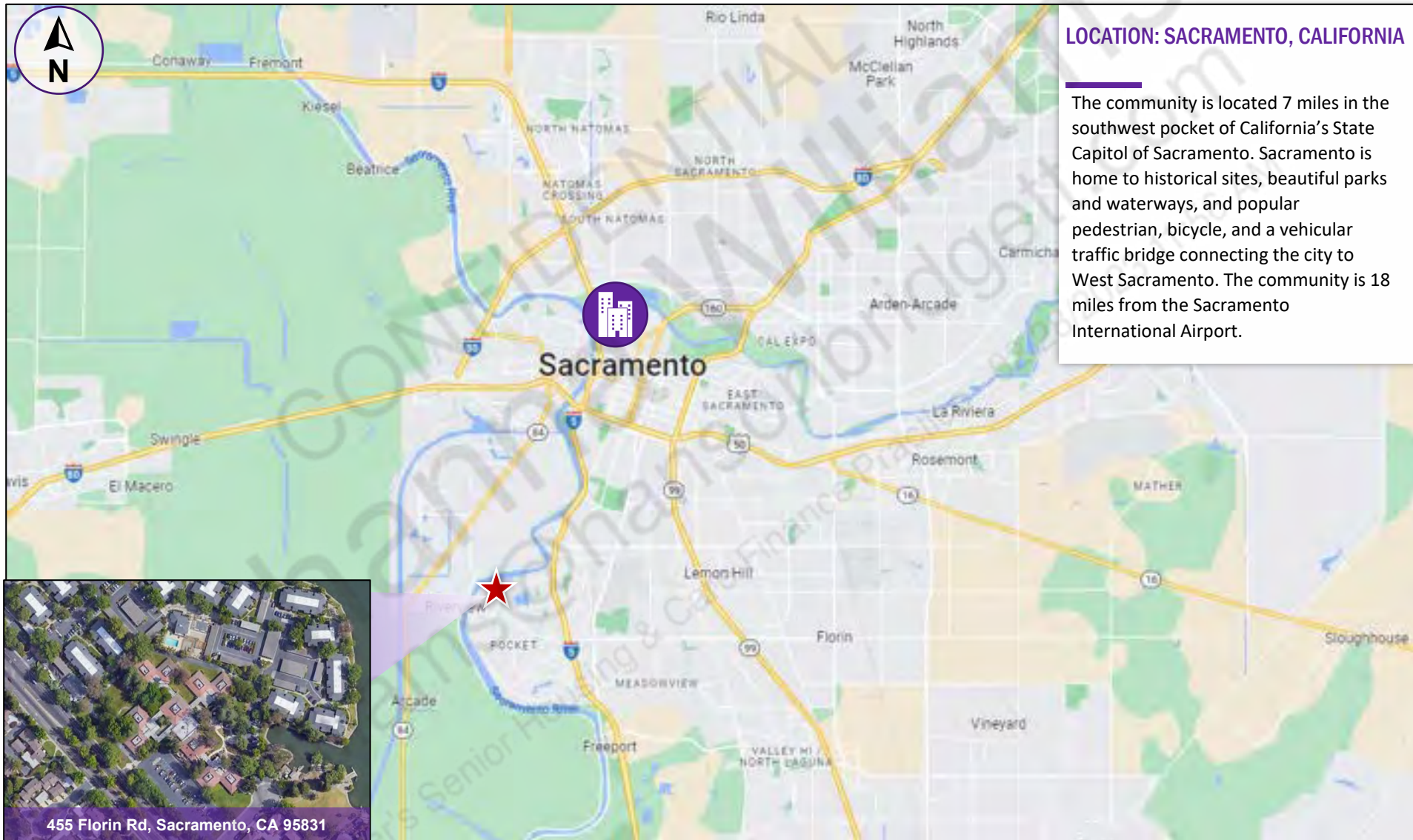
MARKET  
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ESKATON\_001831

# GREENHAVEN - LOCATION



ESKATON\_001832



# GREENHAVEN - NEIGHBORHOOD



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ESKATON\_001833



# GREENHAVEN - AERIAL OVERVIEW



ESKATON\_001834



# GREENHAVEN – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

GREENHAVEN | 148 LICENSED BEDS | 148 OPERATING BEDS | SACRAMENTO, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	03007300020000
Address	455 FLORIN RD
Postal City, Zip	SACRAMENTO 95831
Jurisdiction	City of Sacramento
County Supervisor District	Patrick Kennedy - District 2
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 030, Page 073

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	03-165
Jurisdiction Used on Most Recent Tax Roll	SACRAMENTO
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$2,028,323
Improvement Value	\$10,371,620
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,399,943
Other Exemption	(\$12,399,943)
Net Assessed Value	\$0
FY 2022 Property Tax	\$10,420.68

### LAND INFORMATION

Zoning	R-2A - MULTI-FAMILY RESIDENTIAL 17 UNITS / ACRE
Approx. Parcel Area	4.92 acres
Last sale date	5/31/1989

### PROPERTY BUILDING INFORMATION

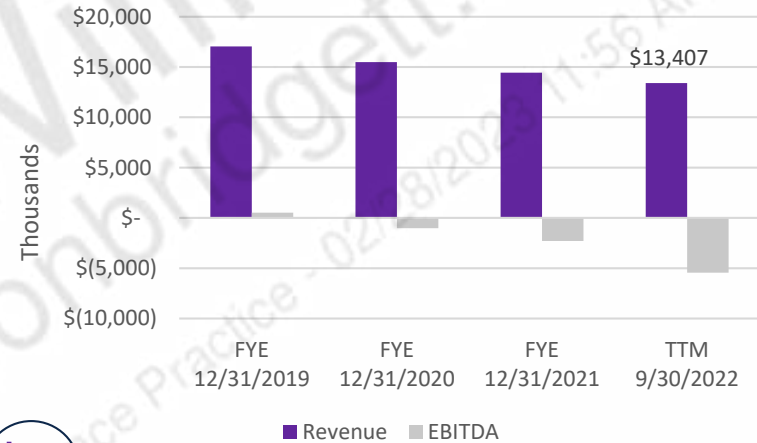
Gross Building Area	49488 sq ft
Net Rentable Area	46044 sq ft
Ground Floor Area	49488 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Average

\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

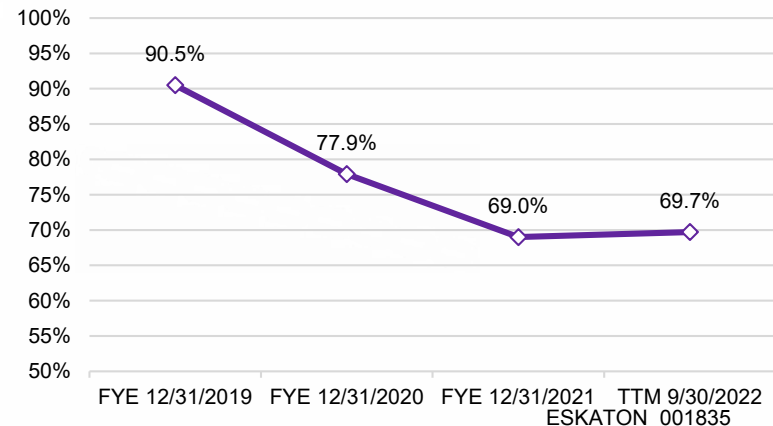
## Operations Analysis



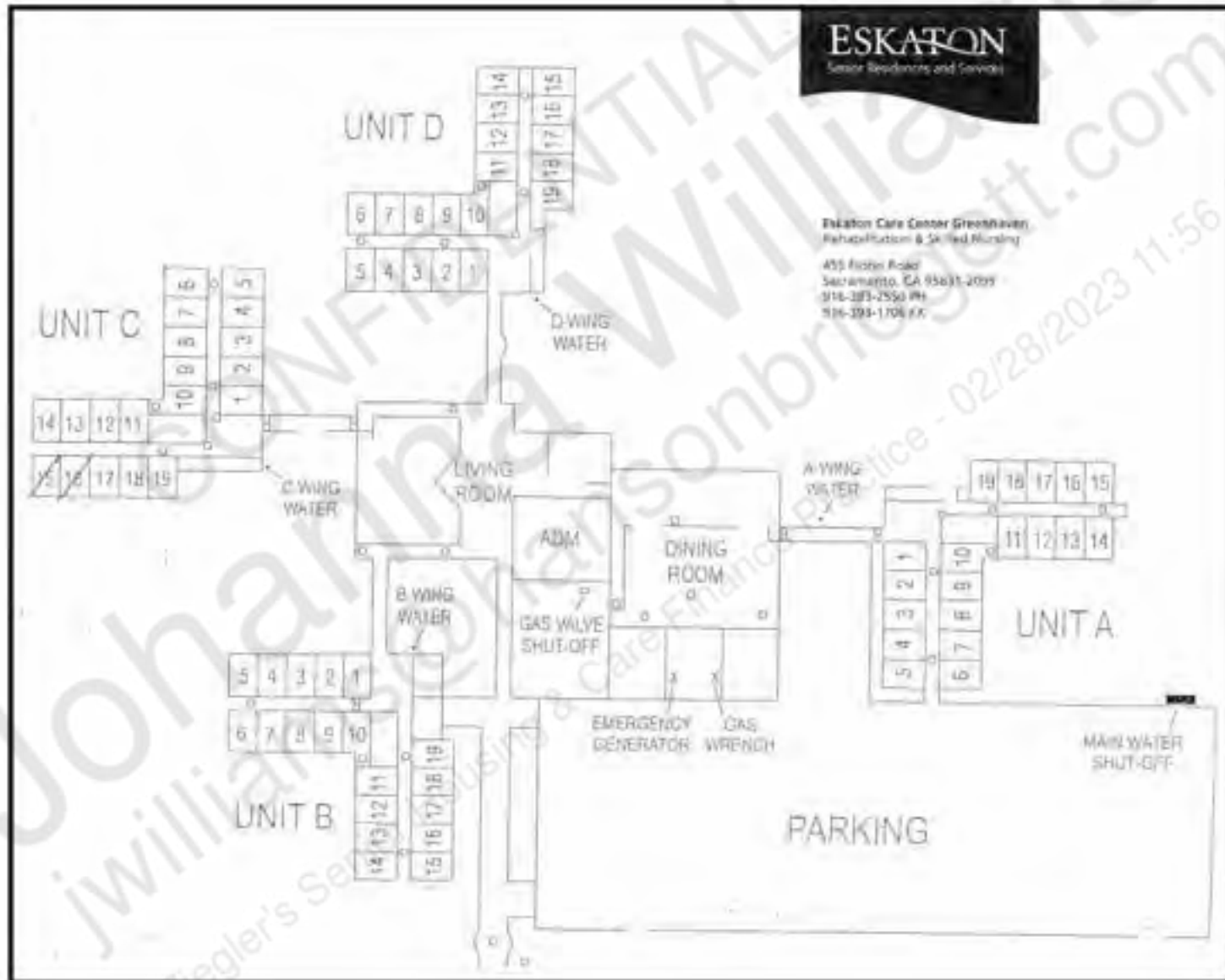
### Historical Revenue & EBITDA\* Trends



### Occupancy Trends



# GREENHAVEN - BUILDING SITE PLAN



ESKATON\_001836

# GREENHAVEN - SITE MAP

OR. SEC 33 & 34, T.8N.,R.4E., M.D.B. & M.

030-73



1 Bignasco, R.M. Bk.346, Pg.6 (1-10-2006)  
 2 cel Map P.M. Bk.37 Pg.39  
 3 cel Map P.M. Bk.32 Pg.17

CITY OF SACRAMENTO  
 Assessor's Map Bk.030  
 County of Sacramento,

ESKATON\_001837



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**V. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
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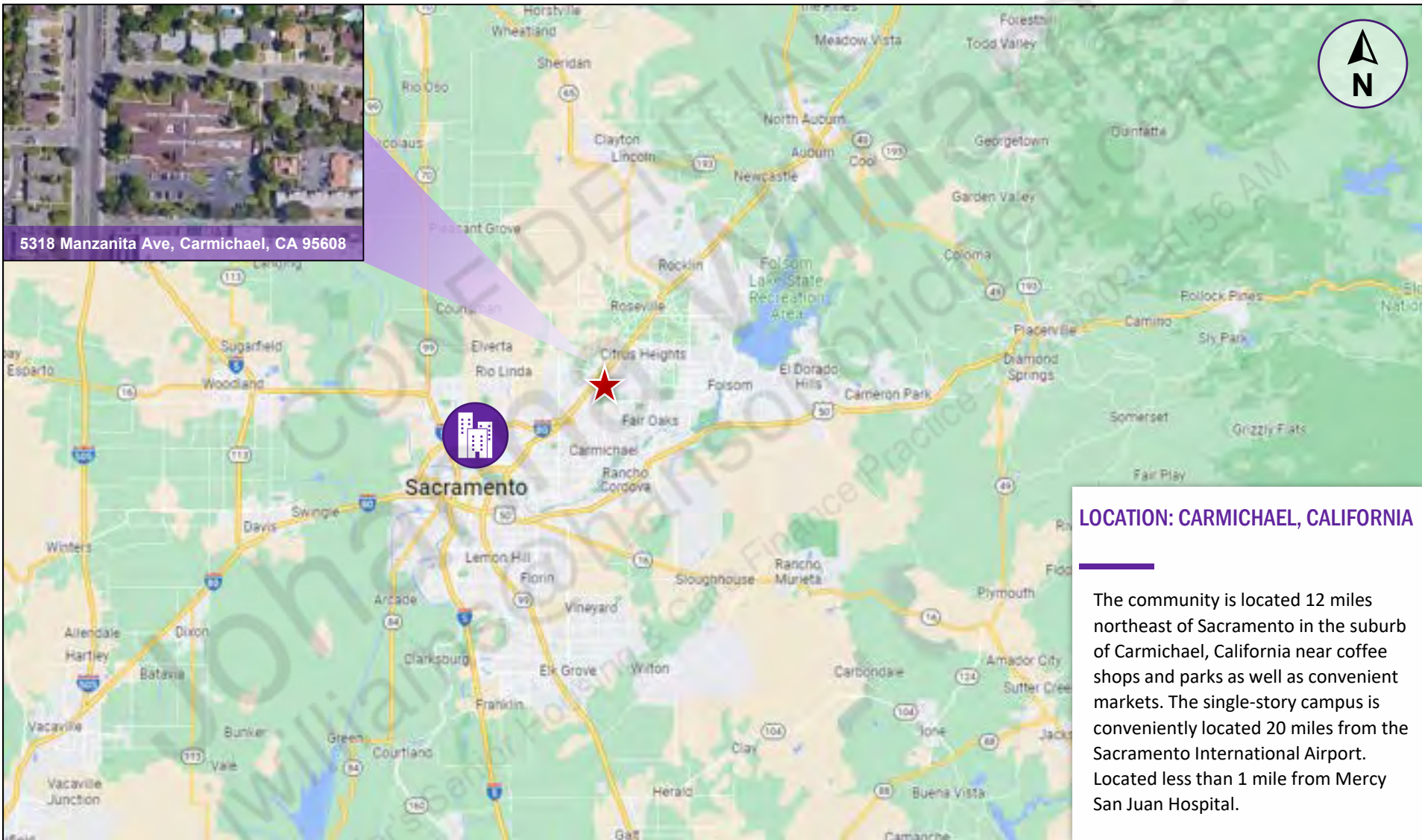
ESKATON\_001839



# MANZANITA - LOCATION



5318 Manzanita Ave, Carmichael, CA 95608



## LOCATION: CARMICHAEL, CALIFORNIA

The community is located 12 miles northeast of Sacramento in the suburb of Carmichael, California near coffee shops and parks as well as convenient markets. The single-story campus is conveniently located 20 miles from the Sacramento International Airport. Located less than 1 mile from Mercy San Juan Hospital.

ESKATON\_001840



# MANZANITA - NEIGHBORHOOD



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ESKATON\_001841



# MANZANITA - AERIAL OVERVIEW



ESKATON\_001842



# MANZANITA – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

MANZANITA | 99 LICENSED BEDS | 95 OPERATING BEDS | CARMICHAEL, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23200740070000
Address	5318 MANZANITA AVE
Postal City, Zip	CARMICHAEL 95608
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 232, Page 007

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-058
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$159,860
Improvement Value	\$2,884,783
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$3,044,643
Other Exemption	(\$3,044,643)
Net Assessed Value	\$0
FY 2022 Property Tax	\$110.11

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	2.81 acres
Last sale date	12/5/1984

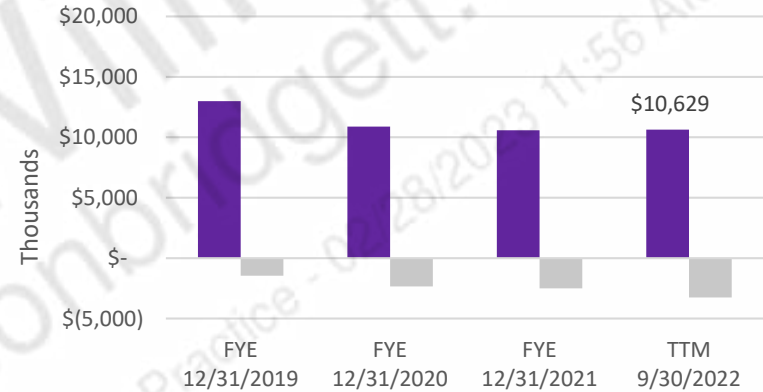
### PROPERTY BUILDING INFORMATION

Gross Building Area	29,559 sq ft
Net Rentable Area	29,559 sq ft
Ground Floor Area	29,559 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Good

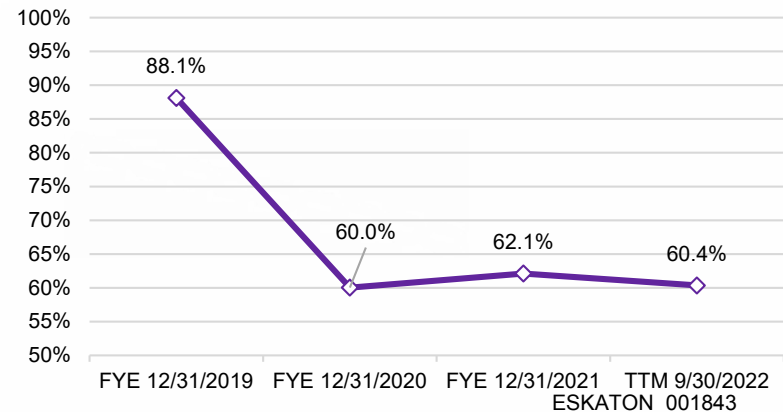
## Operations Analysis



### Historical Revenue & EBITDA\* Trends

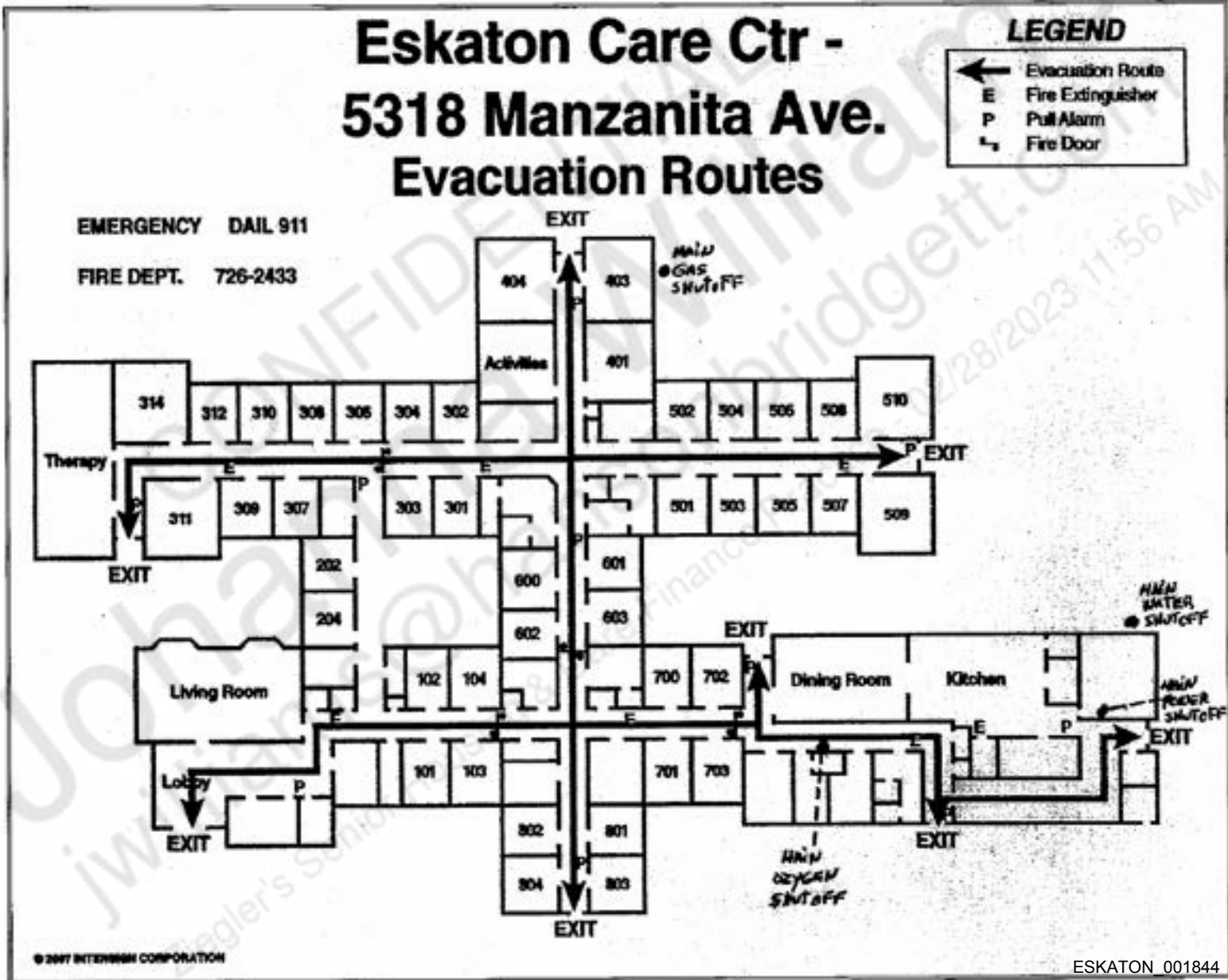


### Occupancy Trends



\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

# MANZANITA - BUILDING SITE PLAN



# MANZANITA - SITE MAP



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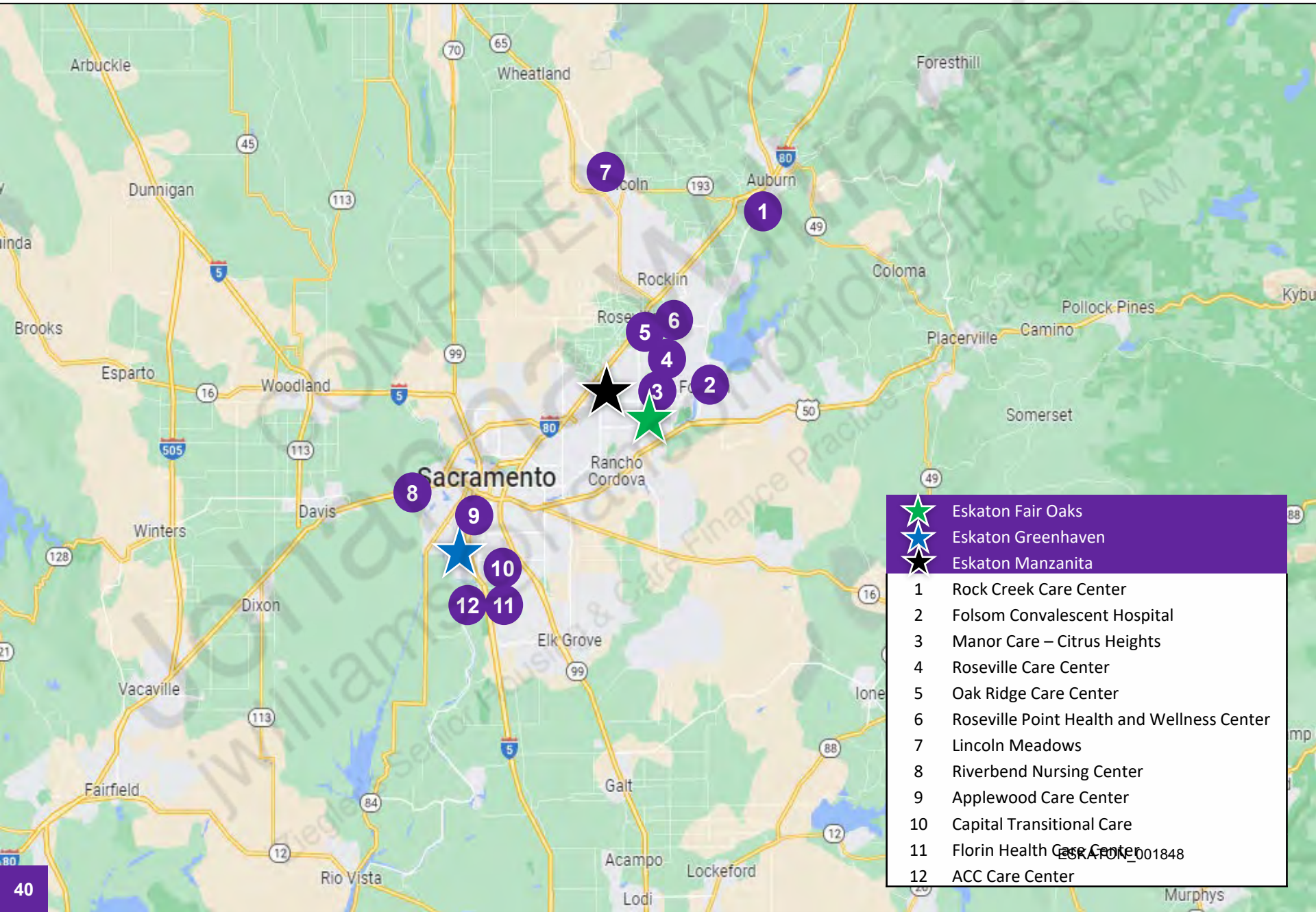
## VI. MARKET ANALYSIS AND COMPETITION OVERVIEW







# COMPETITION MAP



# COMPETITION OVERVIEW



EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA







MARKET ANALYSIS

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	1	2	3	4	5	6
						
<b>Property Name</b>	Rock Creek Care Center	Folsom Convalescent Hospital	ManorCare – Citrus Heights	Roseville Care Center	Oak Ridge Care Center	Roseville Point Health and Wellness Center
<b>Year Built</b>	1964	1970	1988	1968	1963	1970
<b>Community Type</b>	SNF	SNF	SNF	SNF	SNF	SNF
<b>Operator</b>	Plum Healthcare Group LLC	-	ProMedica	Plum Healthcare Group LLC	-	Core Healthcare
<b>SNF Beds</b>	84	99	149	180	66	98

	7	8	9	10	11	12
						
<b>Property Name</b>	Lincoln Meadows	Riverbend Nursing Center	Applewood Post-Acure	Capital Transitional Care	Florin Health Care Center	ACC Care Center
<b>Year Built</b>	1987	1968	1970	1965	1970	1987
<b>Community Type</b>	SNF	SNF	SNF	SNF	SNF	SNF
<b>Operator</b>	Plum Healthcare Group LLC	Omnicare	Meridian Healthcare Management	Covenant Care	Ricky Martin & Brian Boeher	ACC Senior Services
<b>SNF Beds</b>	97	99	48	121	121	99

ESKATON\_001849



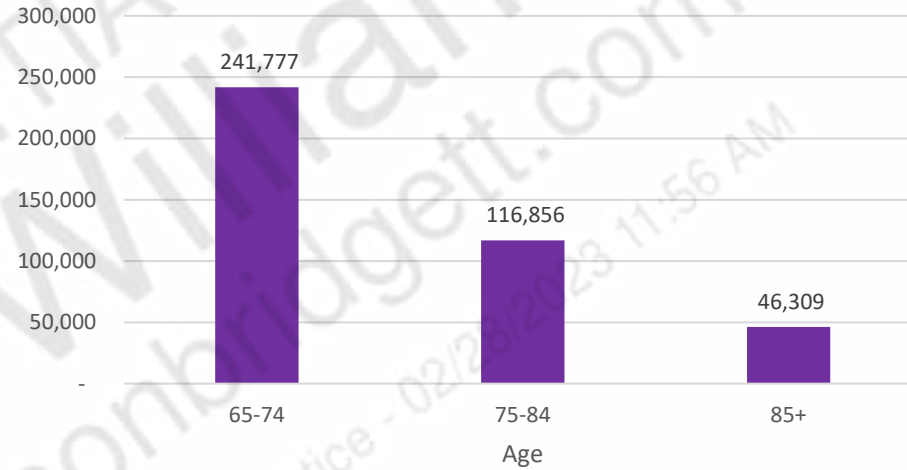




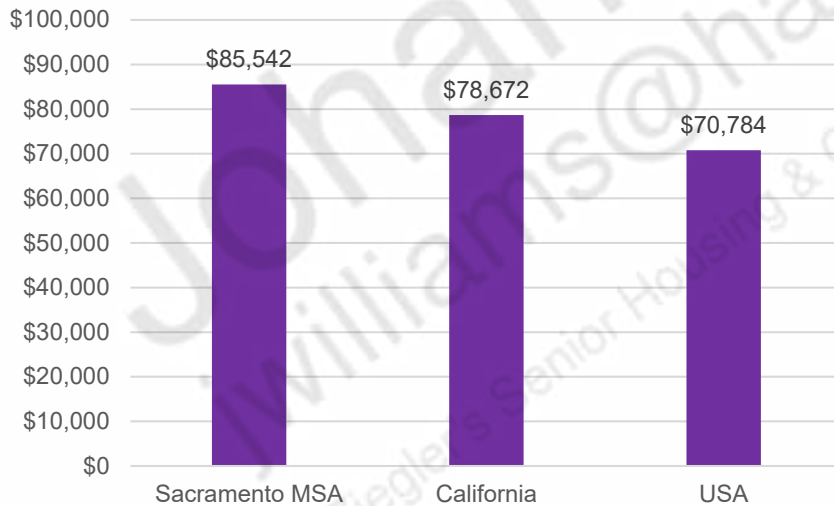
# MARKET ANALYSIS – SACRAMENTO METROPOLITAN STATISTICAL AREA

Sacramento County covers 984 square miles and is home to the California state capital, 1.4 million residents and seven cities. The population of Sacramento County's unincorporated area is 564,657. If it were a city, it would be the largest in the greater Sacramento region and the 5th largest in the state. More than 2.4 million people live in the six-county Sacramento region. The area is the 20<sup>th</sup> largest media market in the country.

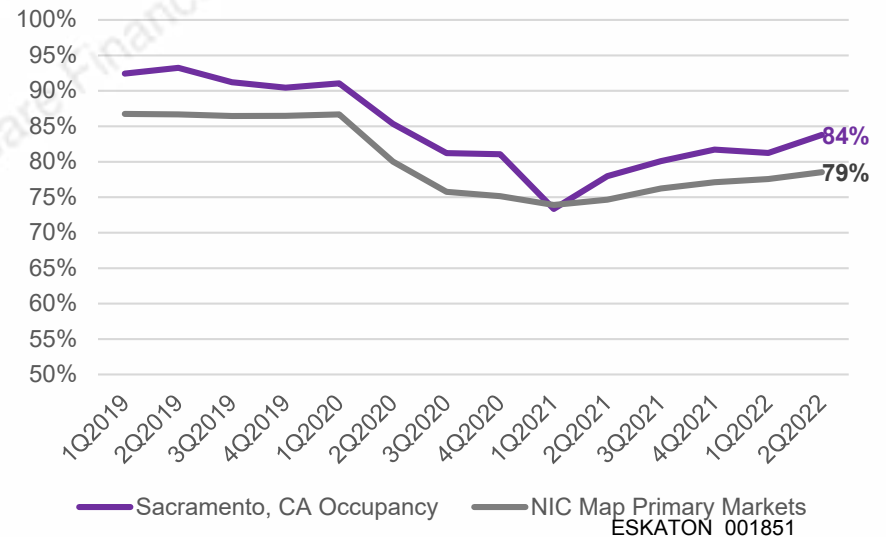
### Population



### Median Household Income



### Skilled Nursing Occupancy



**VII. FINANCIAL  
PERFORMANCE**







MANZANITA LOBBY



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# CONSOLIDATED PORTFOLIO – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	127,057		108,325		103,806		100,098	
Operating SNF Beds	383		391		391		391	
Overall SNF Occupancy %	90.9%		75.7%		72.7%		70.1%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	48,250,625	379.76	44,173,339	407.79	44,070,366	424.55	41,290,317	412.50
Other Operating Revenues	176,425	1.39	102,171	0.94	61,013	0.59	47,123	0.47
COVID Revenues Adjustment	-	-	(2,884,589)	(26.63)	(82,406)	(0.79)	-	-
<b>Total Operating Revenue</b>	<b>\$ 48,427,050</b>	<b>\$ 381.14</b>	<b>\$ 41,390,921</b>	<b>\$ 382.10</b>	<b>\$ 44,048,973</b>	<b>\$ 424.34</b>	<b>\$ 41,337,440</b>	<b>\$ 412.97</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 25,153,649	\$ 197.97	\$ 24,379,504	\$ 225.06	\$ 23,871,678	\$ 229.96	\$ 25,300,777	\$ 252.76
Employee Benefits	8,157,437	64.20	8,658,547	79.93	7,833,561	75.46	8,182,354	81.74
Registry	1,216,744	9.58	1,183,480	10.93	4,204,868	40.51	6,537,382	65.31
Professional Fees	325,286	2.56	277,507	2.56	225,872	2.18	237,700	2.37
Supplies	2,296,983	18.08	2,705,292	24.97	2,405,295	23.17	2,322,098	23.20
Purchased Services	777,680	6.12	771,246	7.12	1,025,835	9.88	1,054,558	10.54
Ancillary Costs	2,976,689	23.43	1,905,048	17.59	2,148,303	20.70	2,069,639	20.68
Utilities	959,757	7.55	982,827	9.07	1,025,915	9.88	1,021,174	10.20
Insurance & Other	3,554,705	27.98	3,456,079	31.90	3,603,891	34.72	3,759,574	37.56
COVID Expenses Adjustment	-	-	(2,579,515)	(23.81)	(3,403,328)	(32.79)	-	-
<b>Total Operating Expenses</b>	<b>\$ 45,418,930</b>	<b>\$ 357.47</b>	<b>\$ 41,740,015</b>	<b>\$ 385.32</b>	<b>\$ 42,941,890</b>	<b>\$ 413.67</b>	<b>\$ 50,485,256</b>	<b>\$ 504.36</b>
<b>EBITDAM</b>	<b>\$ 3,008,120</b>	<b>\$ 23.68</b>	<b>\$ (349,094)</b>	<b>\$ (3.22)</b>	<b>\$ 1,107,083</b>	<b>\$ 10.66</b>	<b>\$ (9,147,816)</b>	<b>\$ (91.39)</b>
<i>EBITDAM Margin %</i>	6.2%		-0.8%		2.5%		-22.1%	
5% Management Fee	2,421,353	19.06	2,069,546	19.10	2,202,449	21.22	2,066,872	20.65
<b>EBITDA</b>	<b>\$ 586,768</b>	<b>\$ 4.62</b>	<b>\$ (2,418,640)</b>	<b>\$ (22.33)</b>	<b>\$ (1,095,366)</b>	<b>\$ (10.55)</b>	<b>\$ (11,214,688)</b>	<b>\$ (112.04)</b>
<i>EBITDA Margin %</i>	1.2%		-5.8%		-2.5%		-27.1%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 754,442	5.94	\$ 810,055	7.48	\$ 824,628	7.94	812,921	8.12
Amortization	\$ 19,464	0.15	\$ 17,702	0.16	\$ 37,248	0.36	35,247	0.35
Bad Debts	\$ 255,264	2.01	\$ 220,694	2.04	\$ 137,372	1.32	119,737	1.20
COVID Revenues	\$ -	-	\$ (2,884,589)	(26.63)	\$ (82,406)	(0.79)	-	-
COVID Expenses	\$ -	-	\$ 2,579,515	23.81	\$ 3,403,328	32.79	-	-
Interest Expense	\$ 220,904	1.74	\$ 125,330	1.16	\$ 80,318	0.77	97,813	0.98
Loss (Gain) on Early Repayment of Debt	\$ -	-	\$ -	-	\$ -	-	121,064	1.21
Legal Fees	\$ -	-	\$ -	-	\$ -	-	-	-
Other Financing Fees	\$ 3,910	0.03	\$ 3,443	0.03	\$ 3,910	0.04	3,910	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 1,430,984</b>	<b>\$ 11.26</b>	<b>\$ 1,007,932</b>	<b>\$ 9.30</b>	<b>\$ 4,630,258</b>	<b>\$ 44.60</b>	<b>\$ 1,190,692</b>	<b>\$ 11.90</b>
<b>Net Income</b>	<b>\$ (844,217)</b>	<b>\$ (6.64)</b>	<b>\$ (3,426,572)</b>	<b>\$ (31.63)</b>	<b>\$ (5,725,624)</b>	<b>\$ (55.16)</b>	<b>\$ (12,405,380)</b>	<b>\$ (123.93)</b>
<i>Net Income Margin %</i>	-1.7%		-8.3%		-13.0%		-30.0%	

ESKATON\_001854

# FAIR OAKS – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCUPANCY</b>								
Total SNF Patient Days	50,186		45,421		44,988		41,509	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	92.9%		83.9%		83.3%		76.8%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	18,154,921	361.75	17,694,354	389.56	18,815,462	418.23	17,294,484	416.64
Other Operating Revenues	30,819	0.61	6,288	0.14	15,665	0.35	6,650	0.16
COVID Revenues Adjustment	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
<b>Total Operating Revenue</b>	<b>\$ 18,185,740</b>	<b>\$ 362.37</b>	<b>\$ 16,620,438</b>	<b>\$ 365.92</b>	<b>\$ 18,801,619</b>	<b>\$ 417.93</b>	<b>\$ 17,301,134</b>	<b>\$ 416.80</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 9,145,647	\$ 182.24	\$ 9,064,176	\$ 199.56	\$ 9,329,043	\$ 207.37	\$ 9,763,572	\$ 235.22
Employee Benefits	2,892,337	57.63	3,103,377	68.32	3,014,661	67.01	3,096,625	74.60
Registry	417,315	8.32	644,904	14.20	1,980,116	44.01	2,192,697	52.82
Professional Fees	150,654	3.00	98,162	2.16	65,339	1.45	86,558	2.09
Supplies	923,524	18.40	1,134,529	24.98	978,051	21.74	896,781	21.60
Purchased Services	293,678	5.85	285,764	6.29	405,047	9.00	400,621	9.65
Ancillary Costs	933,133	18.59	607,145	13.37	788,917	17.54	757,986	18.26
Utilities	346,032	6.89	368,813	8.12	366,400	8.14	351,348	8.46
Insurance & Other	1,353,323	26.97	1,331,503	29.31	1,380,691	30.69	1,420,154	34.21
COVID Expenses Adjustment	-	-	(1,262,252)	(27.79)	(2,169,283)	(48.22)	-	-
<b>Total Operating Expenses</b>	<b>\$ 16,455,643</b>	<b>\$ 327.89</b>	<b>\$ 15,376,121</b>	<b>\$ 338.52</b>	<b>\$ 16,138,982</b>	<b>\$ 358.74</b>	<b>\$ 18,966,342</b>	<b>\$ 456.92</b>
<b>EBITDAM</b>	<b>\$ 1,730,097</b>	<b>\$ 34.47</b>	<b>\$ 1,244,317</b>	<b>\$ 27.40</b>	<b>\$ 2,662,637</b>	<b>\$ 59.19</b>	<b>\$ (1,665,208)</b>	<b>\$ (40.12)</b>
EBITDAM Margin %	9.5%		7.5%		14.2%		-9.6%	
5% Management Fee	909,287	18.12	831,022	18.30	940,081	20.90	865,057	20.84
<b>EBITDA</b>	<b>\$ 820,810</b>	<b>\$ 16.36</b>	<b>\$ 413,295</b>	<b>\$ 9.10</b>	<b>\$ 1,722,556</b>	<b>\$ 38.29</b>	<b>\$ (2,530,265)</b>	<b>\$ (60.96)</b>
EBITDA Margin %	4.5%		2.5%		9.2%		-14.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 272,925	5.44	\$ 292,447	6.44	\$ 284,338	6.32	\$ 301,882	7.27
Amortization	7,896	0.16	7,181	0.16	15,108	0.34	14,296	0.34
Bad Debts	225,000	4.48	151,067	3.33	75,070	1.67	35,070	0.84
COVID Revenues	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
COVID Expenses	-	-	1,262,252	27.79	2,169,283	48.22	-	-
Interest Expense	89,591	1.79	50,831	1.12	32,574	0.72	39,668	0.96
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	49,099	1.18
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,585	0.03	1,396	0.03	1,585	0.04	1,585	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 596,997</b>	<b>\$ 11.90</b>	<b>\$ 684,970</b>	<b>\$ 15.08</b>	<b>\$ 2,548,450</b>	<b>\$ 56.65</b>	<b>\$ 441,600</b>	<b>\$ 10.64</b>
<b>Net Income</b>	<b>\$ 223,813</b>	<b>\$ 4.46</b>	<b>\$ (271,675)</b>	<b>\$ (5.98)</b>	<b>\$ (825,894)</b>	<b>\$ (18.36)</b>	<b>\$ (2,971,865)</b>	<b>\$ (71.60)</b>
Net Income Margin %	1.2%		-1.6%		-4.4%		-17.2%	

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# GREENHAVEN – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	48,892		42,086		37,277		37,661	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	90.5%		77.9%		69.0%		69.7%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	17,031,453	348.35	15,503,208	368.37	14,494,800	388.84	13,400,241	355.81
Other Operating Revenues	47,962	0.98	47,914	1.14	6,552	0.18	7,095	0.19
COVID Revenues Adjustment	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
<b>Total Operating Revenue</b>	<b>\$ 17,079,415</b>	<b>\$ 349.33</b>	<b>\$ 14,491,487</b>	<b>\$ 344.33</b>	<b>\$ 14,471,023</b>	<b>\$ 388.20</b>	<b>\$ 13,407,336</b>	<b>\$ 356.00</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 8,857,215	\$ 181.16	\$ 8,856,698	\$ 210.44	\$ 8,110,345	\$ 217.57	\$ 8,506,026	\$ 225.86
Employee Benefits	2,825,689	57.79	3,015,920	71.66	2,604,462	69.87	2,783,181	73.90
Registry	102,877	2.10	141,382	3.36	1,627,931	43.67	3,326,523	88.33
Professional Fees	67,246	1.38	61,371	1.46	51,628	1.38	53,553	1.42
Supplies	687,233	14.06	820,136	19.49	808,309	21.68	851,389	22.61
Purchased Services	246,639	5.04	292,479	6.95	340,374	9.13	379,052	10.06
Ancillary Costs	990,085	20.25	589,892	14.02	630,746	16.92	591,030	15.69
Utilities	308,083	6.30	305,887	7.27	316,883	8.50	338,462	8.99
Insurance & Other	1,369,452	28.01	1,311,247	31.16	1,302,712	34.95	1,343,819	35.68
COVID Expenses Adjustment	-	-	(605,076)	(14.38)	(1,900,736)	(50.99)	-	-
<b>Total Operating Expenses</b>	<b>\$ 15,454,519</b>	<b>\$ 316.10</b>	<b>\$ 14,789,936</b>	<b>\$ 351.42</b>	<b>\$ 13,892,654</b>	<b>\$ 372.69</b>	<b>\$ 18,173,035</b>	<b>\$ 482.54</b>
<b>EBITDAM</b>	<b>\$ 1,624,896</b>	<b>\$ 33.23</b>	<b>\$ (298,449)</b>	<b>\$ (7.09)</b>	<b>\$ 578,369</b>	<b>\$ 15.52</b>	<b>\$ (4,765,699)</b>	<b>\$ (126.54)</b>
EBITDAM Margin %	9.5%		-2.1%		4.0%		-35.5%	
5% Management Fee	853,971	17.47	724,574	17.22	723,551	19.41	670,367	17.80
<b>EBITDA</b>	<b>\$ 770,925</b>	<b>\$ 15.77</b>	<b>\$ (1,023,023)</b>	<b>\$ (24.31)</b>	<b>\$ (145,182)</b>	<b>\$ (3.89)</b>	<b>\$ (5,436,066)</b>	<b>\$ (144.34)</b>
EBITDA Margin %	4.5%		-7.1%		-1.0%		-40.5%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 310,223	6.35	\$ 339,723	8.07	\$ 345,771	9.28	\$ 320,591	8.51
Amortization	9,420	0.19	8,567	0.20	18,024	0.48	17,056	0.45
Bad Debts	30,264	0.62	69,627	1.65	62,302	1.67	(14,122)	(0.37)
COVID Revenues	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
COVID Expenses	-	-	605,076	14.38	1,900,736	50.99	-	-
Interest Expense	106,882	2.19	60,639	1.44	38,862	1.04	47,327	1.26
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	58,576	1.56
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,892	0.04	1,666	0.04	1,892	0.05	1,892	0.05
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 458,681</b>	<b>\$ 9.38</b>	<b>\$ 25,663</b>	<b>\$ 0.61</b>	<b>\$ 2,337,258</b>	<b>\$ 62.70</b>	<b>\$ 431,320</b>	<b>\$ 11.45</b>
<b>Net Income</b>	<b>\$ 312,244</b>	<b>\$ 6.39</b>	<b>\$ (1,048,686)</b>	<b>\$ (24.92)</b>	<b>\$ (2,482,440)</b>	<b>\$ (66.59)</b>	<b>\$ (5,867,386)</b>	<b>\$ (155.79)</b>
Net Income Margin %	1.8%		-7.2%		-17.2%		-43.8%	

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# MANZANITA – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	27,979		20,818		21,541		20,928	
Operating SNF Beds	87		95		95		95	
Overall SNF Occupancy %	88.1%		60.0%		62.1%		60.4%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	13,064,251	466.93	10,975,777	527.23	10,760,104	499.52	10,595,592	506.29
Other Operating Revenues	97,644	3.49	47,969	2.30	38,796	1.80	33,378	1.59
COVID Revenues Adjustment	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
<b>Total Operating Revenue</b>	<b>\$ 13,161,895</b>	<b>\$ 470.42</b>	<b>\$ 10,278,996</b>	<b>\$ 493.76</b>	<b>\$ 10,776,331</b>	<b>\$ 500.27</b>	<b>\$ 10,628,970</b>	<b>\$ 507.88</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 7,150,787	\$ 255.58	\$ 6,458,630	\$ 310.24	\$ 6,432,290	\$ 298.61	\$ 7,031,179	\$ 335.97
Employee Benefits	2,439,411	87.19	2,539,250	121.97	2,214,438	102.80	2,302,548	110.02
Registry	696,552	24.90	397,194	19.08	596,821	27.71	1,018,162	48.65
Professional Fees	107,386	3.84	117,974	5.67	108,905	5.06	97,589	4.66
Supplies	686,226	24.53	750,627	36.06	618,935	28.73	573,928	27.42
Purchased Services	237,363	8.48	193,003	9.27	280,414	13.02	274,885	13.13
Ancillary Costs	1,053,471	37.65	708,011	34.01	728,640	33.83	720,623	34.43
Utilities	305,642	10.92	308,127	14.80	342,632	15.91	331,364	15.83
Insurance & Other	831,930	29.73	813,329	39.07	920,488	42.73	995,601	47.57
COVID Expenses Adjustment	-	-	(712,187)	(34.21)	666,691	30.95	-	-
<b>Total Operating Expenses</b>	<b>\$ 13,508,768</b>	<b>\$ 482.82</b>	<b>\$ 11,573,958</b>	<b>\$ 555.96</b>	<b>\$ 12,910,254</b>	<b>\$ 599.33</b>	<b>\$ 13,345,879</b>	<b>\$ 637.70</b>
<b>EBITDAM</b>	<b>\$ (346,873)</b>	<b>\$ (12.40)</b>	<b>\$ (1,294,962)</b>	<b>\$ (62.20)</b>	<b>\$ (2,133,923)</b>	<b>\$ (99.06)</b>	<b>\$ (2,716,909)</b>	<b>\$ (129.82)</b>
<i>EBITDAM Margin %</i>	-2.6%		-12.6%		-19.8%		-25.6%	
5% Management Fee	658,095	23.52	513,950	24.69	538,817	25.01	531,449	25.39
<b>EBITDA</b>	<b>\$ (1,004,968)</b>	<b>\$ (35.92)</b>	<b>\$ (1,808,912)</b>	<b>\$ (86.89)</b>	<b>\$ (2,672,740)</b>	<b>\$ (124.08)</b>	<b>\$ (3,248,358)</b>	<b>\$ (155.22)</b>
<i>EBITDA Margin %</i>	-7.6%		-17.6%		-24.8%		-30.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 171,294	6.12	\$ 177,885	8.54	\$ 194,519	9.03	\$ 190,448	9.10
Amortization	2,148	0.08	1,954	0.09	4,116	0.19	3,895	0.19
Bad Debts	177,000	6.33	135,782	6.52	225,860	10.49	98,789	4.72
COVID Revenues	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
COVID Expenses	-	-	712,187	34.21	(666,691)	(30.95)	-	-
Interest Expense	24,431	0.87	13,860	0.67	8,882	0.41	10,818	0.52
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	13,389	0.64
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	433	0.02	381	0.02	433	0.02	433	0.02
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 375,306</b>	<b>\$ 13.41</b>	<b>\$ 297,299</b>	<b>\$ 14.28</b>	<b>\$ (255,450)</b>	<b>\$ (11.86)</b>	<b>\$ 317,772</b>	<b>\$ 15.18</b>
<b>Net Income</b>	<b>\$ (1,380,274)</b>	<b>\$ (49.33)</b>	<b>\$ (2,106,211)</b>	<b>\$ (101.17)</b>	<b>\$ (2,417,290)</b>	<b>\$ (112.22)</b>	<b>\$ (3,566,130)</b>	<b>\$ (170.40)</b>
<i>Net Income Margin %</i>	-10.5%		-20.5%		-22.4%		-33.6%	

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# PAYOR MIX

Source Period Days in Period	Actual FYE 12/31/2019 365	Actual FYE 12/31/2020 366	Actual FYE 12/31/2021 365	Actual TTM 9/30/2022 365
<b><u>PAYOR MIX - Fair Oaks</u></b>				
Private Pay	10.3%	8.4%	7.6%	10.2%
Complex Care	0.0%	2.8%	0.6%	0.0%
Other Managed Care	18.4%	11.9%	18.7%	18.5%
Medicare	4.6%	4.1%	5.6%	5.2%
Medi-Cal	62.4%	68.8%	64.6%	62.2%
Hospice/Respite	4.4%	4.0%	2.9%	3.9%
<b>Subtotal - Fair Oaks</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Greenhaven</u></b>				
Private Pay	5.4%	4.9%	3.5%	3.4%
Complex Care	0.0%	0.0%	0.0%	0.0%
Other Managed Care	15.6%	10.8%	15.1%	11.1%
Medicare	5.8%	4.5%	4.4%	3.3%
Medi-Cal	70.0%	77.3%	73.1%	79.8%
Hospice/Respite	3.1%	2.6%	3.9%	2.4%
<b>Subtotal - Greenhaven</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Manzanita</u></b>				
Private Pay	6.4%	4.9%	5.1%	5.4%
Complex Care	7.6%	7.6%	4.1%	1.6%
Other Managed Care	24.3%	19.3%	21.7%	20.6%
Medicare	4.9%	6.8%	8.2%	12.5%
Medi-Cal	53.1%	58.7%	58.8%	57.0%
Hospice/Respite	3.7%	2.8%	2.1%	2.9%
<b>Subtotal - Manzanita</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Consolidated</u></b>				
Private Pay	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	3.7%	3.2%	3.1%	3.1%
<b>Total - Consolidated</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

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# ADDITIONAL FINANCIAL CONSIDERATIONS

This section highlights certain opportunities, programs, charges, and accounting practices that are unique to the Portfolio and its current operating structure. A new operator may find costs discussed herein to be redundant or may have alternative service providers and is urged to apply its own operating cost structure when evaluating the opportunity.

## PPD

**PPD**, or **Per Patient Day**, is calculated by dividing each revenue and expense line item by the number of patient days in that period. Patient days represent the number of patient beds occupied each day in a period.

## COVID Revenues and Expenses

The FY 2020 and 2021 financials were adjusted to remove COVID related revenues and expenses. COVID Revenues represent Provider Relief Funds received by Eskaton Properties, Inc. and allocated to each property. COVID Expenses include health care emergency expenses related to personnel costs, benefits costs, operations, supplies, and equipment.

## Treatment of Management Fees

The financials have been adjusted to assume a 5% management fee on each property. A prospective purchaser should reach their own conclusions regarding management fee assumptions.

## Property Taxes

The Seller is a not-for-profit entity so the Portfolio does not pay market rate property taxes. As such, the Portfolio's records may not properly reflect the real estate taxes a new for-profit purchaser may experience. A prospective purchaser should reach their own conclusions regarding property tax estimates.



## VII. OTHER CONSIDERATIONS







EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

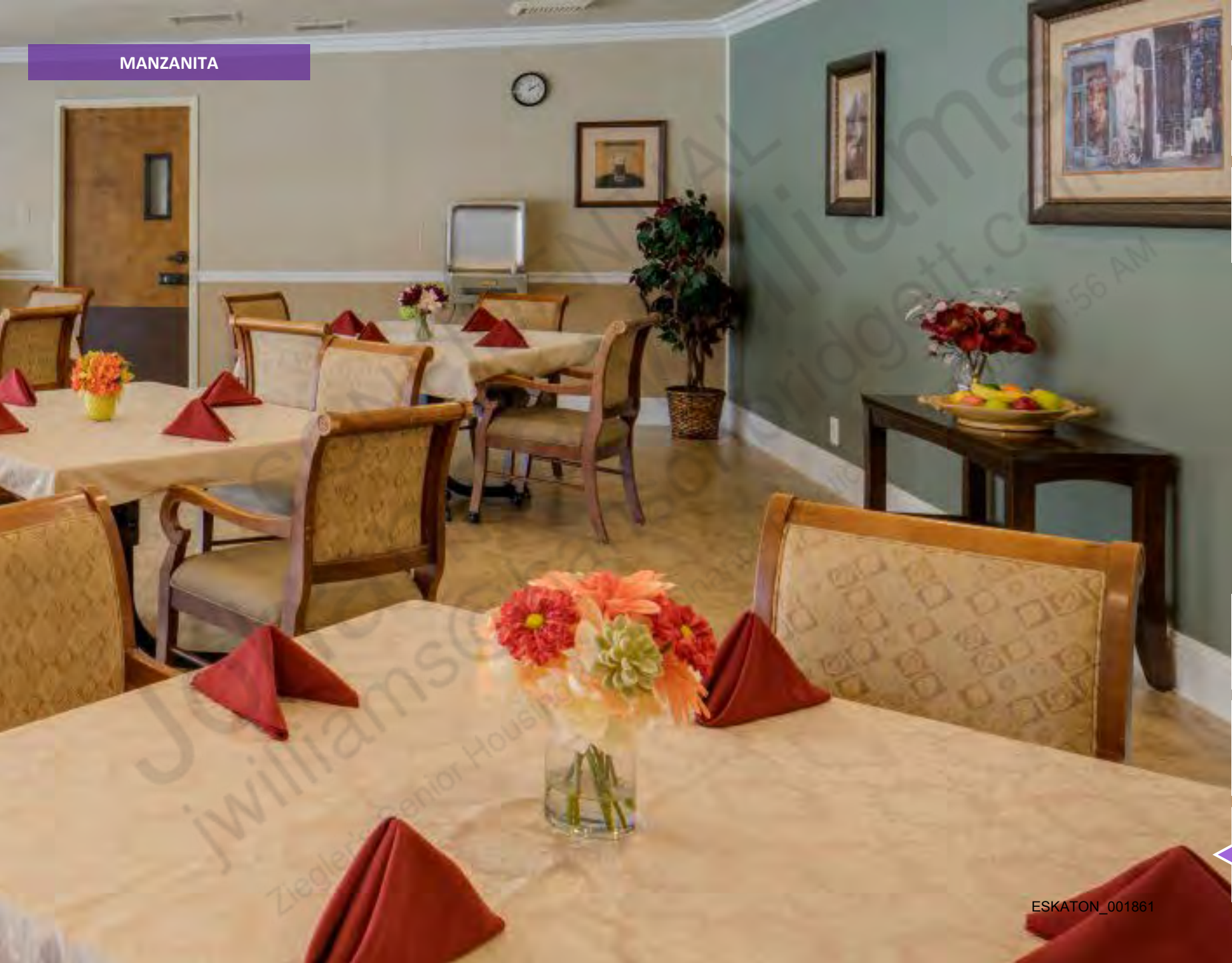
MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

MANZANITA



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# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

Skilled nursing facilities in California are licensed by the California Department of Public Health's (CDPH), Certificates and Licenses Division. The Department of Health Care Services (DHCS) administers the state's Medi-Cal reimbursement system. California's Medi-Cal program is a cost-based, facility-specific reimbursement system. Medi-Cal reimburses nursing facilities for improved wages and staffing based on the actual cost of care derived from the facility's cost reports.

## Medi-Cal Rate Calculation System

A nursing facility's per diem reimbursement rate is the sum of its six cost components:

- 1. Labor** – includes direct resident care labor and indirect resident care labor. Direct care labor includes wages associated with routine nursing, social services, activities and other direct care personnel. Indirect care labor includes wages associated with staff supporting the delivery of patient care including housekeeping, laundry/linen, dietary, medical records, in-service education, and plant operations.
- 2. Indirect Care Non-Labor** – includes the non-labor costs related to services supporting the delivery of resident care.
- 3. Administrative** – includes allowable administrative and general expenses of operating the facility, including a facility's allocated expenditures related to allowable home office costs. This component also includes allowable property insurance costs and excludes expenditures associated with caregiver training, facility license fees, and medical records. However, legal and consulting costs for cases not found in favor of facilities are not considered allowable expenses.
- 4. Capital** – based on a fair rental value system (FRVS), which reimburses a facility's property costs. The FRVS is used in lieu of actual cost and/or lease payments on land, buildings, fixed equipment, and major moveable equipment used in providing resident care.
- 5. Direct Pass-Through** – comprised of Medi-Cal's proportional costs for property taxes, facility license fees, liability insurance projected on the prior year's costs, caregiver training, and new state or federal mandates.
- 6. Professional Liability Insurance** – includes professional liability insurance costs.

# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

## Quality Assurance Fee (QAF)

California utilizes a QAF to obtain additional reimbursement for, and to support quality improvement efforts in, licensed skilled nursing facilities. The QAF was established under the Medicaid Long-Term Care Reimbursement Act, Assembly Bill 1629 (AB 1629). The DHCS possesses two different QAF rates: (1) a rate for nursing facilities with  $\geq 100,000$  total resident days and (2) a rate for nursing facilities with  $< 100,000$  total resident days. The DHCS calculates the total QAF charge by multiplying the appropriate assessment fee by the total resident days. The QAF was reauthorized by the California Legislature until July 31, 2015. As part of AB 1629, the QAF was extended for five additional years. An Assembly Bill (ABx4 5) adopted under California's 2009 State Budget in July 2009 expanded the QAF calculation to include Medicare revenue. The resulting revenue is not passed through to the Medi-Cal reimbursement rate. The table below details the per diem QAF from 2018-2022:

Rate Year	Less Than 100,000 Bed Days	More Than 100,000 Bed Days
2018-19 (Aug-Jul)	\$15.72	\$14.46
2019-20 (Aug-Jul)	\$15.68	\$14.80
2020 (Aug-Dec)	\$15.68	\$14.80
2021 (Jan-Dec)	\$15.19	\$14.54
2022 (Jan-Dec)	\$16.96	\$16.08

The QAF is paid by each provider on a monthly basis to the DHCS for deposit into the state treasury. For each facility assessed, the QAF is reimbursed for the Medi-Cal portion of its fee (the per diem rate assigned to the facility multiplied by Medi-Cal patient days).

## COVID-19 Adjustment

Due to the Coronavirus disease (COVID-19) outbreak, a Public Health Emergency (PHE) was declared for the United States on January 31, 2020, and a national emergency was declared under the Stafford Act on March 13, 2020. In response to the COVID-19 outbreak, the Department will temporarily provide an additional 10% reimbursement for LTC per diem rates. The Department received federal approval of State Plan Amendment (SPA) 20-0024, effective March 1, 2020, which authorizes temporary additional reimbursement for eligible LTC facilities during the emergency period related to the COVID-19 outbreak. Effective August 1, 2022, the COVID-19 increased amounts will remain unchanged and will be added to the per diem rates that are effective August 1, 2022.

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# EMPLOYEES AND LABOR

The table below summarizes FTEs and annualized wages by position at each community. There is currently no union presence at the Communities.

Average Wage by Position	Fair Oaks				Greenhaven				Manzanita			
	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual
Executive Director	1	\$ 215,000	1	\$ 245,000	1	\$ 234,000	1	\$ 217,000	1	\$ 193,000	0.9	\$ 196,000
Director of Nursing	1	\$ 192,000	1	\$ 198,000	1	\$ 175,000	1	\$ 180,000	0.9	\$ 124,000	1	\$ 137,000
Rehabilitation	1	\$ 172,000	1	\$ 181,000	1	\$ 156,000	1	\$ 153,000	1	\$ 130,000	1	\$ 115,000
Speech Language Pathology	1.1	\$ 102,000	1	\$ 129,000	1	\$ 116,000	1.3	\$ 117,000	0.5	\$ 114,000	0.7	\$ 110,000
Occupational Therapy	9.6	\$ 104,000	8.3	\$ 106,000	4.1	\$ 102,000	4.1	\$ 105,000	2.2	\$ 98,000	2.8	\$ 98,000
Registered Nurse	12.6	\$ 105,000	11.9	\$ 110,000	9	\$ 92,000	5.4	\$ 107,000	9.4	\$ 105,000	9.5	\$ 114,000
Physical Therapy	9.9	\$ 71,000	9	\$ 71,000	8	\$ 84,000	7.9	\$ 87,000	5.7	\$ 94,000	5	\$ 95,000
Licensed Vocational Nurse	24	\$ 81,000	20.5	\$ 88,000	24.6	\$ 76,000	21.3	\$ 87,000	19.9	\$ 81,000	18.1	\$ 89,000
Environmental Services	0.9	\$ 69,000	0.6	\$ 70,000	1	\$ 70,000	0.9	\$ 70,000	1	\$ 76,000	1	-
Dietary and Nutrition	7.9	\$ 53,000	6.9	\$ 56,000	9.9	\$ 50,000	9.7	\$ 55,000	6.2	\$ 42,000	4.9	\$ 43,000
Administrative Staff	19.9	\$ 40,000	18.6	\$ 43,000	18.2	\$ 45,000	16.7	\$ 49,000	14.2	\$ 43,000	14	\$ 45,000
Certified Nurse Assistant	44.8	\$ 42,000	47.1	\$ 50,000	51.4	\$ 39,000	48	\$ 48,000	25.1	\$ 42,000	26.2	\$ 50,000
Housekeeping	10	\$ 34,000	9.7	\$ 35,000	10.8	\$ 38,000	11.1	\$ 40,000	10.7	\$ 34,000	10.7	\$ 38,000
Food and Dining	6.6	\$ 41,000	7.5	\$ 44,000	2.7	\$ 36,000	2.8	\$ 41,000	4.7	\$ 48,000	6.3	\$ 38,000
Social Services	1	\$ 75,000	1	\$ 76,000	1	\$ 36,000	0.9	\$ 43,000	1.5	\$ 70,000	1.5	\$ 74,000
Nursing Assistant NATP	1.7	\$ 32,000	4.3	\$ 35,000	0.4	\$ 31,000	3.9	\$ 35,000	3.5	\$ 31,000	5.7	-
<b>Approximate FTEs</b>	<b>153</b>		<b>149.4</b>		<b>145.1</b>		<b>137</b>		<b>107.5</b>		<b>109.3</b>	
<b>Approximate FTEs x Wage (rounded)</b>		<b>\$ 1,428,000</b>		<b>\$ 1,537,000</b>		<b>\$ 1,380,000</b>		<b>\$ 1,434,000</b>		<b>\$ 1,325,000</b>		<b>\$ 1,242,000</b>

Note: Annual wages assume a 2,080 hour work-year. Actual hours may vary by position. Annual Wages rounded to nearest \$1,000.

ESKATON\_001864



# CAPITAL EXPENDITURES 2019-2022

The table below summarizes Capital Expenditures at the Communities for fiscal years 2019-2021, and 2022 year to date. Recent improvements include New HVAC in resident rooms at Fair Oaks; a sewer line replacement, new commercial dishwasher, and new resident doors at Greenhaven; and a repaired flat roof with a new overlay at Manzanita.

FY 2019	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 114,425	\$ -	\$ -	\$ 7,946	\$ 149,153	\$ 8,233	\$ 25,483	\$ 10,765	\$ 316,004
Greenhaven	\$ 162,926	\$ -	\$ -	\$ 3,175	\$ 25,779	\$ -	\$ 20,760	\$ 16,370	\$ 229,010
Manzanita	\$ 19,991	\$ 6,146	\$ -	\$ -	\$ 10,395	\$ -	\$ 103,185	\$ -	\$ 139,717
<b>Subtotal</b>	<b>\$ 297,342</b>	<b>\$ 6,146</b>	<b>\$ -</b>	<b>\$ 11,121</b>	<b>\$ 185,327</b>	<b>\$ 8,233</b>	<b>\$ 149,428</b>	<b>\$ 27,135</b>	<b>\$ 684,731</b>

FY 2020	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 321,859	\$ 16,191	\$ 7,591	\$ -	\$ -	\$ -	\$ 22,546	\$ -	\$ 368,188
Greenhaven	\$ 71,495	\$ 30,549	\$ -	\$ -	\$ 92,941	\$ 25,195	\$ 57,102	\$ -	\$ 277,281
Manzanita	\$ 148,586	\$ 11,561	\$ -	\$ -	\$ 7,263	\$ -	\$ 23,801	\$ -	\$ 191,210
<b>Subtotal</b>	<b>\$ 541,939</b>	<b>\$ 58,301</b>	<b>\$ 7,591</b>	<b>\$ -</b>	<b>\$ 100,203</b>	<b>\$ 25,195</b>	<b>\$ 103,449</b>	<b>\$ -</b>	<b>\$ 836,678</b>

FY 2021	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 95,316	\$ 8,814	\$ 8,580	\$ -	\$ 39,192	\$ -	\$ 8,659	\$ -	\$ 160,561
Greenhaven	\$ 70,595	\$ 28,054	\$ -	\$ 10,350	\$ 39,520	\$ 6,250	\$ 64,657	\$ 8,814	\$ 228,239
Manzanita	\$ 101,177	\$ 5,564	\$ -	\$ -	\$ 20,529	\$ -	\$ 18,699	\$ -	\$ 145,970
<b>Subtotal</b>	<b>\$ 267,089</b>	<b>\$ 42,431</b>	<b>\$ 8,580</b>	<b>\$ 10,350</b>	<b>\$ 99,242</b>	<b>\$ 6,250</b>	<b>\$ 92,015</b>	<b>\$ 8,814</b>	<b>\$ 534,771</b>

YTD 9/30/2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 342,484	\$ -	\$ -	\$ -	\$ 43,523	\$ 41,824	\$ 57,968	\$ 1,346	\$ 487,144
Greenhaven	\$ 21,988	\$ 8,281	\$ 9,177	\$ -	\$ 56,432	\$ -	\$ 174,063	\$ -	\$ 269,941
Manzanita	\$ -	\$ -	\$ -	\$ -	\$ 6,402	\$ -	\$ -	\$ -	\$ 6,402
<b>Subtotal</b>	<b>\$ 364,472</b>	<b>\$ 8,281</b>	<b>\$ 9,177</b>	<b>\$ -</b>	<b>\$ 106,357</b>	<b>\$ 41,824</b>	<b>\$ 232,030</b>	<b>\$ 1,346</b>	<b>\$ 763,487</b>

2019-2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 874,085	\$ 25,004	\$ 16,171	\$ 7,946	\$ 231,867	\$ 50,057	\$ 114,656	\$ 12,111	\$ 1,331,897
Greenhaven	\$ 327,004	\$ 66,884	\$ 9,177	\$ 13,525	\$ 214,672	\$ 31,445	\$ 316,582	\$ 25,183	\$ 1,004,471
Manzanita	\$ 269,753	\$ 23,271	\$ -	\$ -	\$ 44,589	\$ -	\$ 145,685	\$ -	\$ 483,299
<b>Total</b>	<b>\$ 1,470,842</b>	<b>\$ 115,159</b>	<b>\$ 25,348</b>	<b>\$ 21,471</b>	<b>\$ 491,129</b>	<b>\$ 81,502</b>	<b>\$ 576,923</b>	<b>\$ 37,299</b>	<b>\$ 2,819,667</b>



## TRANSACTION CONTACTS

### **Dan Revie**

*Managing Director*

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**SECTION 999.5(d)(2)(D)**

**3) Fair Oaks Appraisal dated July 30, 2013.**

APPRAISAL OF  
**ESTAKON CARE CENTER FAIR OAKS**

An Existing Nursing Facility

At  
11300 Fair Oaks Blvd.,  
Fair Oaks, CA 95628

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

Home Page Address  
<http://www.aaronbrownassociates.com>

As Of  
July 30, 2013



**AARON BROWN & ASSOCIATES, INC.**

2765 12th Street S.E. • P.O. Box 1344

Salem, Oregon 97302-4344

503.363.5969 • Fax 503.363.5988

August 14, 2013

A.B. & Assoc. File No. 13-1173

Project No.13-009401-19-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Fair Oaks, a 149 bed nursing home as if operated for profit, at 11300 Fair Oaks Blvd. Fair Oaks, CA 95628 hereafter referred to as the "property."

Dear Mr. Cuesta:

As requested, we have estimated the market value of the above "property." The accompanying report summarizes our research, analysis, and conclusions.

Value components of tangible real estate (as if vacant); stabilized operation (stabilized occupancy and in-place staffing/management), personal property (movable furnishings, fixtures, and equipment), are segregated.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 30, 2013.

**NINETEEN MILLION DOLLARS**

**\$19,000,000**

Tangible Real Estate	\$13,000,000
Going Concern	\$ 5,700,000
Personal Property	<u>\$ 300,000</u>
Total	\$19,000,000

This report and its field data are in our files. The appraisal is in conformance with Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification. It is a complete appraisal in a self-contained format. The Cost Approach is excluded as it does not provide a reliable value indicator.

Value estimates are contingent upon the report definitions, assumptions, limiting conditions, and certification. Readers unfamiliar with elderly care properties must review the addenda **“Elderly Care Industry Market Overview.”**

Submitted By,



Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014



Scott Jarmer  
Appraiser  
California License No. 30000746  
Expires May 31, 2014

Dan Wilch  
Appraiser  
California License No. AG045030  
Expires December 31, 2013

## RECONCILIATION OF APPLICABLE APPROACHES TO VALUE

The “property” market value, as indicated by the two applicable approaches, is:

Direct Comparison (Market) Approach	\$19,500,000
Income Capitalization Approach	\$19,000,000

### Direct Sales Comparison Approach

The Direct Sales Comparison Approach is most applicable when there is a developed and active sales market, properties are readily interchangeable, and significant adjustments are not necessary. It is least applicable for special purpose properties, inactive markets with few brokers, and when major adjustments are necessary.

Nursing home facilities are quasi-special purpose in character. They are developed for the needs of a specific operator. Although there are similarities between nursing home facilities, the specific modus operandi of a particular owner influences design and operation. Stabilized operation influences value and sales price. Few facilities successfully operated sell. Sales tend to reflect distressed properties or properties operating below expected return for capital investment. Although there are a few brokers specializing in congregate care properties nationwide (Marcus & Millichap), there is not a true active market place.

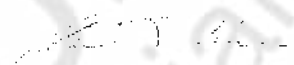
Sales (even distressed) are relatively rare and great distance is necessary for comparable data. The comparables differ not only in location but improvement and operational characteristics. It is necessary to use income and expense data to relate comparables to the “property.”


Use of economic data in comparative analysis weakens the Direct Sales Comparison Approach and makes it dependent on numbers in the Income Capitalization Approach. Due to the significant differences between the subject and comparables, the Sale Comparison provides only a “rough” estimate of value. It is useful primarily to acquaint the reader with sales data background. It is not relied on for the final value.


## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, Scott Jarmer and Dan Wilch certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 30, 2013. Scott Jarmer gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI, and Dan Wilch. Aaron J. Brown, MAI, and Scott Jarmer did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, we, Dan Wilch, Aaron J. Brown, MAI, and Scott Jarmer have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

  
Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

  
Scott Jarmer  
Appraiser  
California License No 3000746  
Expires May 31, 2014

  
Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

**SECTION 999.5(d)(2)(D)**

**4) Greenhaven Appraisal dated July 30, 2013.**

**APPRAISAL OF**  
**ESKATON CARE CENTER GREENHAVEN**  
An Existing Nursing Facility

At  
455 Florin Rd.,  
Sacramento, CA 95831

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

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As Of  
July 29, 2013





AARON BROWN & ASSOCIATES, INC.  
2765 Elm Street S.E. • P.O. Box 4344  
Salem, Oregon 97302-4344  
503.362.5000 • Fax 503.363.5988

August 14, 2013

A.B. & Assoc. File No. 13-1168  
Project No 13-009401-03-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Greenhaven, a 148 bed nursing home as-if operated for profit at 455 Florin Rd., Sacramento, CA 95831 hereafter referred to as the "property."

Dear Mr. Cuesta:

As requested, we have estimated the market value of the above "property." The accompanying report summarizes our research, analysis, and conclusions.

Value components of tangible real estate (as if vacant); stabilized operation (stabilized occupancy and in-place staffing/management), personal property (movable furnishings, fixtures, and equipment), are segregated.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 29, 2013.

**SEVENTEEN MILLION ONE HUNDRED THOUSAND DOLLARS**

**\$17,100,000**

<b>As Is Value Allocation</b>		
Tangible Real Estate	\$ 11,670,000	68.2%
Stabilized Operation	\$ 5,130,000	30.0%
Personal Property	\$ 300,000	1.8%
<b>Total</b>	<b>\$ 17,100,000</b>	<b>100%</b>

This report and its field data are in our files. The appraisal is in conformance with Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification. It is in a summary format. The Cost Approach is excluded as it does not provide a reliable value indicator.

Value estimates are contingent upon the report definitions, assumptions, limiting conditions, and certification. Readers unfamiliar with elderly care properties must review the addenda **“Elderly Care Industry Market Overview.”**

Submitted By,



Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Dan Wilch  
Appraiser  
California License No. AG040530  
Expires December 31, 2013

## RECONCILIATION OF THREE APPROACHES TO VALUE

The “property” market value, as indicated by the three approaches, is:

Cost Approach	Not Applicable
Direct Comparison (Market) Approach	\$17,400,000
Income Capitalization Approach	\$17,100,000

### Cost Approach

The Cost Approach provides a reasonable value indication value if development cost and land value are readily derived, there is no intangible value, and the improvements are new, are of modern design, and are fully utilized. It is least applicable when development cost and land value are difficult to estimate, when there is substantial intangible and/or entitlement value, and when the improvements are subject to significant physical depreciation and/or functional/economic obsolescence. The Cost Approach’s weakness is it does not directly estimate value, it estimates replacement cost less depreciation. Its strength is it categorizes the specific value components of the “property.”

As a quasi-special purpose property built for an owner/operator, development cost are specific to the owner making improvement construction cost and land value more difficult to estimate. There is often enhanced entitlement value with property specific development approval that allows greater unit density on a range of underlying land zoning. Extended absorption from opening to stabilized operation, the importance of successful marketing and high staff hiring/training expense results in substantial intangible going-concern value which is difficult to estimate. The “property” improvements are older. They are outdated and atypical in design. There is minimal net income in the residential care operation. As a quasi-special purpose property that includes entitlement and/or going-concern intangible value, due to these issues, the Cost Approach is not a reliable indicator of value and was not performed. Depreciation is a significant factor.

### Direct Sales Comparison Approach

The Direct Sales Comparison or Market Approach is most applicable when there is a developed and active sales market, properties are readily interchangeable, and significant adjustments are not necessary for comparison. It is least applicable for special purpose properties, inactive markets with few brokers, and when major adjustments are necessary.

Elderly care facilities are quasi-special purpose in character. They are developed for the needs of a specific operator. Although there are commonalities between elderly care facilities, the specific modus operandi of a particular owner influences design. Stabilized operation influences value and sales price. Few facilities successfully operated sell. Sales tend to reflect distressed properties or properties operating below expected return for capital investment. The few successfully operated facility sales tend to be sale lease backs (often with option to re-purchase), not true sales in which the transaction is a financing vehicle or the investors and buying into the larger operating entity and not the property sold. Although there are a few brokers specializing in elderly care properties (Marcus & Millichap, nationwide) there is not a true active market place.

Sales (even distressed) are relatively rare and great distance is necessary for comparable data. The comparables differ not only in location but improvement and operational characteristics. It is necessary to use income and expense data to relate comparables to the "property." This weakens the Direct Sales Comparison Approach and makes it dependent on numbers in the Income Capitalization Approach. It provides only a "rough" estimate of value. It is useful primarily to acquaint the reader with sales data background. It is not relied on for the final value.

#### **Income Capitalization Approach**

Elderly care properties sell based on income producing capability. Net income determines price between buyers and sellers. It is the approach used to value this property type.

There is adequate market data to estimate the "property" effective gross income, vacancy and expenses. Net income is converted into value by a direct capitalization rate using sales data and industry norms. The Income Capitalization Approach provides the best indication of value. Its value conclusion is relied upon.

With primary emphasis on the Income Capitalization Approach, the concluded value of the "property" with stabilized operation as-if operated for-profit as of July 29, 2013, is:


**SEVENTEEN MILLION ONE HUNDRED THOUSAND DOLLARS**

**\$17,100,000**

## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, and Dan Wilch certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 29, 2013, and gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI. Aaron J. Brown, MAI, did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, I, Aaron J. Brown, MAI, have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

  
Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

**SECTION 999.5(d)(2)(D)**

**5) Manzanita Appraisal dated July 30, 2013.**

**APPRAISAL OF**  
**ESKATON CARE CENTER MANZANITA**  
An Existing Nursing Facility

At  
5318 Manzanita Avenue  
Carmichael, CA 95608

Prepared For  
US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

Appraised By  
Aaron Brown & Associates, Inc.  
P.O. Box 4344  
2765 12th Street SE  
Salem, Oregon 97302  
Phone: (503) 363-5969

E-Mail Address  
aaron@aaronbrownassociates.com

Home Page Address  
<http://www.aaronbrownassociates.com>

As Of  
July 30, 2013



AARON BROWN & ASSOCIATES, INC.  
2705 12th Street S.E. • P.O. Box 4544  
Salem, Oregon 97302-4544  
503.763.5999 • Fax 503.368.5998

August 13, 2013

A.B. & Assoc. File No. 13-1165  
Project No. 13-009401-18-1

US Bank  
Herb Cuesta  
4100 Newport Place, Suite 110  
Newport Beach, CA 92660

RE: Appraisal of the fee simple interest in Eskaton Care Center Manzanita, a 99-licensed bed nursing home as if operated for profit at, 5318 Manzanita Ave., Carmichael, CA 95608 hereafter referred to as the "property."

Dear Mr. Cuesta:

Per your engagement letter/contract in the Addenda, we estimated market values of the above "property" and this report summarizes our research, analysis, and conclusions.

Tangible real estate (as if vacant); personal property (movable furnishings, fixtures, and equipment); and intangible stabilized operation values are segregated after reconciled total market value is concluded.

**As-Is Market Value Conclusion**

This is the as-is market value of the "property" on July 30, 2013 as-if operated for-profit.

**SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS**

**\$7,500,000**

As-Is Value Allocation		
Tangible Real Estate	\$ 5,050,000	67.3%
Stabilized Operation	\$ 2,250,000	30%
Personal Property	\$ 200,000	2.7%
<b>Total</b>	<b>\$ 7,500,000</b>	<b>100%</b>



This report and its field data are in our files. It conforms to Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), requirements of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice (USPAP), and State Appraisal Certification with a copy and support data retained in our files. It is a complete appraisal in a summary format. The Cost Approach is excluded as an unreliable value indicator.

Value estimates and the segregation of reconciled total value are contingent on report definitions, assumptions, limiting conditions, and certification. An extraordinary assumption and hypothetical condition are on page 6. Readers unfamiliar with elderly care properties must review the addenda "**Elderly Care Industry Market Overview.**"

Submitted By,

Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires: February 17, 2014

Ian Ivey  
Appraiser  
California License No. 30000742  
Expires: October 31, 2015

Dan Wilch  
Appraiser  
California License No. AG045030  
Expires December 31, 2013

## RECONCILIATION OF THREE APPROACHES TO VALUE

The "property" market value, as indicated by the three approaches, is:

Cost Approach	Not Applicable
Direct Comparison (Market) Approach	\$7,450,000
Income Capitalization Approach	\$7,500,000

The Cost Approach is most effective when improvements are new or nearly new and fully utilized for their designed intent without substantial going-concern or stabilized operation value. The appraised facility represents a middle-aged project that includes functional and/or economic obsolescence as well as physical depreciation.

The Cost Approach is not readily sensitive to market forces which determine supply and demand factors. While replacement cost new will determine what it will cost to build, it does not provide an indication as to worth. Due to its weaknesses, the Cost Approach is not used.

The Direct Sales Comparison Approach reflects price paid for a property. It is subject to demand and supply factors that determine value. It has weaknesses, however, due to the many adjustments necessary in relating the comparable sales to the subject property. These adjustments include locational, physical, and income characteristic differences. Due to the many adjustments necessary, the Direct Sales Comparison Approach provides only a rough estimate of value.

The Income Capitalization Approach values property based on its future income potential. It reflects current economic conditions in the market place and is the method most commonly utilized by informed buyers and sellers to determine price paid. This approach relied upon a rental survey that included facilities of similar operational and locational characteristics. Projected expenses were based upon expense comparables, industry averages, and historical subject data. The net income that resulted was capitalized into value based on a direct capitalization rate that was tethered to industry expectations. This approach, therefore, is influenced by market factors and is the method by which skilled care nursing properties are typically sold and purchased.

Giving primary emphasis to the Income Capitalization Approach to value the nursing home operations, the market value of the fee simple interest in the appraised property as of July 30, 2013 is:

**SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS**

**\$7,500,000**

## CERTIFICATION OF APPRAISER

We, Aaron J. Brown, MAI, Dan Wilch, and Ian Ivey certify that except as otherwise noted in this appraisal report:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan and engagement in this assignment was not contingent upon developing or reporting predetermined results. Aaron Brown and Associates has performed one other assignment involving the subject property in the last 3 years on February 9, 2011. It is in our files as assignment No. 11-1018.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the Code of Professional Ethics of the Appraisal Institute.
- \* Dan Wilch made a personal inspection of the property that is the subject of this report on July 30, 2013. Ian Ivey, gathered the data, analyzed it and wrote the report subject to the desk review by Aaron J. Brown, MAI, and Dan Wilch. Aaron J. Brown, MAI, and Ian Ivey, did not inspect the property or the rent comparables.
- \* No one provided significant professional assistance to the persons signing this report.
- \* This appraisal meets the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is also subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
- \* As of the date of this report, we, Ian Ivey, Aaron J. Brown, MAI, and Dan Wilch have completed the requirements of the continuing education program of the Appraisal Institute, and the State of California Appraisal Board.
- \* As of the date of this report, we, Aaron J. Brown, MAI, and, Dan Wilch, and Ian Ivey, have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- \* Neither all nor part of the contents of this report shall be disseminated to the public through the advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of this appraiser.

Aaron J. Brown, MAI  
President  
California License No. AG029450  
Expires February 17, 2014

Ian Ivey  
Appraiser  
California License No. 3000742  
Expires: October 31, 2013

Dan Wilch  
Appraiser  
California License No AG045030  
Expires December 31, 2013

**SECTION 999.5(d)(2)(E)**

- (E) For joint venture transactions, all asset contribution agreements and related valuations, all limited liability corporation or limited liability partnership operating agreements, management contracts, and put option agreements.**

(Not Applicable)

**SECTION 999.5(d)(3)**

**INUREMENT AND SELF-DEALING**

**(d)(3)(A)**

- (A) Copies of any documents or writings of any kind that relate or refer to any personal financial benefit that a proposed affiliation between applicant and the transferee would confer on any officer, director, employee, doctor, medical group or other entity affiliated with applicant or any family member of any such person as identified in Corporations Code section 5227(b)(2).**

Eskaton represents that no officer, director, employee, doctor, medical group, or other entity affiliated with Eskaton, or any family member of any such person as identified in Corporations Code section 5227(b)(2), will derive a personal financial benefit from the proposed sale of Fair Oaks, Greenhaven, or Manzanita to IEP. No documents or writings exist pertaining to any such purported benefits.

**SECTION 999.5(d)(3)(B)**

- (B) The identity of each and every officer, trustee or director of applicant (or any family member of such persons as identified in Corporations Code section 5227(b)(2)) or any affiliate of applicant who or which has any personal financial interest in any company, firm, partnership, or business entity (other than salary and directors/trustees' fees) currently doing business with applicant, any affiliate of applicant, or the transferee or any affiliate of the transferee.**

Eskaton represents that no officer, director, or other affiliate of Eskaton, or any family member of any such person as identified in Corporations Code section 5227(b)(2), has any personal financial interest in any company, firm, partnership, or business entity (other than salary and any directors/trustees' fees) currently doing business with IEP, or any affiliate of IEP.

**SECTION 999.5(d)(3)(C)**

- (C) A statement describing how the board of directors of the nonprofit corporations involved in the transaction are complying with the provisions of Health and Safety Code sections 1260 and 1260.1.**

No member of the board of directors of Eskaton who negotiated the terms and conditions of the sale of Fair Oaks, Greenhaven, and Manzanita or transfer of their assets, has received or will receive, directly or indirectly, any salary, compensation, payment, or other form of remuneration from IEP following the close of the sale or other transfer of assets.

Each person who is a member of management of Eskaton and who has presented information or opinions to the Eskaton board regarding the sale of the three SNFs or other transfer of their assets that are relied upon, or considered by, any of the board members in making decisions regarding the sale or transfer, will not work for, or receive any form of remuneration from, IEP in the future.

**SECTION 999.5(d)(4)**

**CHARITABLE USE OF ASSETS**

**(d)(4)(A)**

**(A) The applicant's articles of incorporation and all amendments thereto and current bylaws, any charitable trust restrictions, and any other information necessary to define the charitable trust purpose of the applicant's assets.**

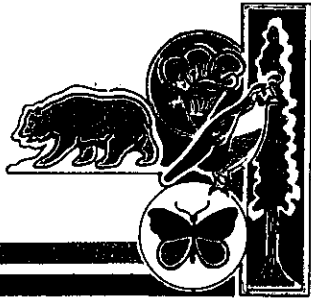
1. Current set of Articles of Incorporation and Bylaws for Eskaton Properties, Inc.

Eskaton does not maintain any donor restricted funds.



## **SECTION 999.5(d)(4)**

**1) Current set of Articles of Incorporation and Bylaws for Eskaton Properties, Inc.**



# State of California

OFFICE OF THE SECRETARY OF STATE

A392699

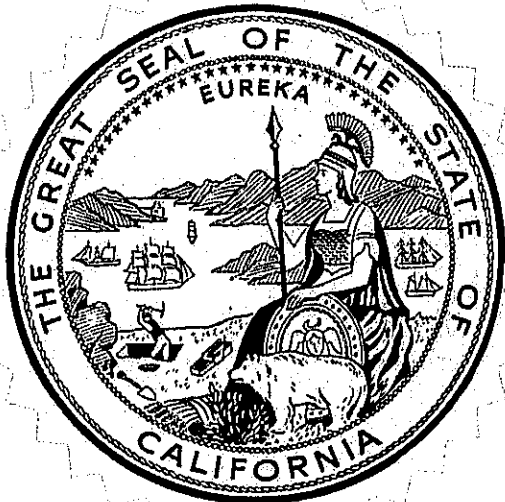
## CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute  
this certificate and affix the Great  
Seal of the State of California this

SEP 14 1990



*March Fong Eu*

Secretary of State

A392699

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California

SEP. 14 1990

MARCH FONG EU, Secretary of State

JOHN H. BREAUX and MICHAEL A. MANLEY certify that:

1. They are the president and secretary, respectively, of ESKATON, a California nonprofit public benefit corporation.

2. Article VI of the articles of incorporation of this corporation is amended to read as follows:

ARTICLE VI


The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after the payment of, or provision for the payment of, all debts and liabilities of this corporation, shall be distributed to Alta Bates Corporation if it is then in existence and organized and operated exclusively for charitable purposes and exempt under Section 501(c)(3) of the Internal Revenue Code, but if not then in existence or so organized and operated or exempt, to another organization which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

4. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

5. The foregoing amendment of articles of incorporation has been duly approved by the required vote of the member.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 9/13/90

  
\_\_\_\_\_  
JOHN H. BREAUX, President

  
\_\_\_\_\_  
MICHAEL A. MANLEY, Secretary

# BYLAWS OF ESKATON

## ARTICLE I

### NAME AND PURPOSE

The name of the Corporation and the purpose for which the Corporation is organized and is being operated are set forth in its Articles of Incorporation.

## ARTICLE II

### OFFICES

#### SECTION 1. Offices.

The principal office for the transaction of the business of the Corporation shall be in the County of Sacramento, State of California. The Corporation may also maintain such other office or offices, either within or without the State of California as the Board of Directors may from time to time establish. The Board of Directors may change the location of the principal office of the Corporation.

## ARTICLE III

### MEMBERSHIP

#### SECTION 1. Classes of Membership.

The Corporation shall have one class of Members only, designated as "Corporate Members", and the voting and other rights, interests and privileges of each Member shall be equal.

#### SECTION 2. Qualifications of Corporate Members.

The Corporate Membership shall consist of not less than thirty (30) nor more than two hundred and fifty (250) Members, approximately one-third (1/3) being elected each year for three-year terms by a majority vote of the existing Members. Members shall be selected from persons qualified by reason of their ability, experience and interests in the mission and activities of the Corporation. No more than twenty percent (20%) of the total number of incumbent Members shall be current employees of the Corporation. Initial Members of the Corporation shall be appointed to membership,

for their respective terms, by the Board of Directors of the Corporation as soon as is practicable following adoption of these Bylaws.

### SECTION 3. Evidence and Alienability of Membership.

No membership of any class in this Corporation shall be transferable by operation of law or otherwise, and a membership shall terminate upon the resignation, death or incompetency of the Member, or by vote of the majority of the Members of this Corporation. Provided, however, the membership of a Member shall not be terminated by the vote of the majority of the Members unless said Member shall first be given (1) not less than fifteen (15) days written notice of termination of membership and the reasons therefore; and (2) an opportunity to be heard orally or in writing not less than five (5) days before the effective date of termination by a majority of the Members. No membership certificates shall be required to be issued to any Member, but the Board of Directors may, in its discretion, approve and issue to Members such evidence of membership as the Board of Directors may deem appropriate.

### SECTION 4. Property Rights.

No dividends shall be declared or paid to any Member of the Corporation, it being expressly understood that the Corporation is not formed for profit and does not contemplate pecuniary gain, profit or dividends for the Members thereof and is a Corporation organized and operated exclusively for charitable purposes, no part of the net earnings of which shall inure to the benefit of any private individual or Member. Upon the dissolution of the Corporation, all of its business, properties and assets shall go and be set over to and be used for the objects and purposes set forth in the Articles of Incorporation.

### SECTION 5. Dues and Assessments.

There shall be no membership fees, dues or assessments of Members.

### SECTION 6. Place of Meetings.

All meetings of the Corporate Members shall be held at the principal office of the Corporation or at such other place within the State of California as may be designated for that purpose from time to time by the President or by the Board of Directors.

### SECTION 7. Annual Meeting.

The Annual Meeting of the Corporate Membership shall be held during the month of May each year. Notice of the Annual Meeting shall state the place, date and

time of the Meeting and those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the Members, but any proper matter may be presented at the Meeting for such action.

SECTION 8. Special Meetings.

Special meetings of Members may be called by the President or Chair of the Board or by a majority of the Board of Directors, or by written request of five percent (5%) or more of the Members. No business shall be transacted at a special meeting other than as stated in the purposes set forth in the notice of such special meeting.

SECTION 9. Notice of Annual and Special Meetings.

Each notice of a special meeting shall be in writing and shall state the time, place and purpose of the meeting. Notice of annual and special meetings shall be mailed to each Member, pursuant to law, at such Member's address appearing on the records of the Corporation at least ten (10) and not more than ninety (90) days prior to the time of holding such meeting. Notice of annual and special meetings may also be given by electronic transmission in accordance with California Corporations Code Section 20 and 5511(b). Notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is sent.

SECTION 10. Validation of Transactions.

The transactions of the Corporate Members at any meeting, however called or noticed, shall be as valid as though duly held after regular call and notice if a quorum be present, and if, either before or after the meeting, each Corporate Member not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 11. Action by Consent of Corporate Members.

Any action which under any provision of law may be taken at a meeting of the Corporate Members may be taken without a meeting if the written ballot of every Member is solicited, if the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and if the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The written ballot shall afford an opportunity to specify a choice among approval, disapproval and abstention of each matter or group of related matters. The

written ballot shall indicate the number of responses needed to meet the quorum requirements, and with respect to ballots other than for the election of Directors, shall state the percentage of approvals necessary to pass the measure submitted. Additionally, the written ballot shall specify the time by which the ballot must be received in order to be counted.

#### SECTION 12. Quorum.

A quorum for the transaction of business at any meeting shall be twenty-five (25) of the Corporate Members. Every act or decision of a majority of the Corporate Members present at a meeting at which a quorum is present, made or done when duly assembled, shall be valid as the act of the Corporate Members. The Corporate Members present at a duly called and held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Corporate Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

In the absence of a quorum, any meeting of the Corporate Members may be adjourned from time to time by a vote of the majority of the Corporate Members who are present, but no other business may be transacted. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Members may transact any business which might have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days, or if after adjournment a new record date is set for the adjourned meeting, a notice of the adjourned meeting shall be given to every Member.

#### SECTION 13. Presiding Officer.

The Chair of the Board, Vice Chair, or President, in that order of precedence, if a Corporate Member, shall preside at the meetings of the Corporate Members, and if no such Officer is present, a presiding Officer shall be elected by the Corporate Members present.

#### SECTION 14. Voting Rights of Corporate Members.

Each Corporate Member shall be entitled to one vote on all matters before the Membership.

SECTION 15. Manner of Voting.

Proxy voting shall be permitted, and procedures contained in Section 11 of Article III of these Bylaws ("Action by Consent of Corporate Members") shall be utilized in the solicitation and administration of written proxy ballots. The membership, for the purpose of voting, shall consist of the Members of the Corporation as disclosed by the books of the Corporation immediately prior to the taking of such vote.

SECTION 16. Duties of Members.

In addition to any other duties and responsibilities which may be imposed by law, or by these Bylaws upon them, Members of the Corporation shall have and perform the following specific responsibilities and duties:

- a. Receive and review annual reports of corporate operations;
- b. Review, not less than annually, the goals of the Corporation;
- c. Elect new Members of the Corporation, as necessary, for the welfare of the Corporation, and elect members of the Board of Directors;
- d. Serve on special committees which may be from time to time established by the membership, by the Board of Directors, or by the President.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. Responsibility.

Except as otherwise provided by the Articles of Incorporation or by the Bylaws, governance of the affairs of this Corporation shall be vested in a Board of Directors, hereinafter sometimes referred to as the Board.



SECTION 2. Number.

There shall be no less than seven (7), nor more than fifteen (15) voting members of the Board with the exact number fixed by the Board.

SECTION 3. Qualifications and Election.

The President shall be an ex officio Member of the Board with the power to vote. The ex officio Director shall serve by reason of official capacity, and the resignation or removal of such person from the office of President shall automatically terminate such person's membership on the Board. The remainder of the Board shall be Directors-at-large, appointed by the Members. Directors shall be selected for their willingness and ability to participate effectively in fulfilling the Board's responsibilities.

SECTION 4. Nominations.

Candidates for election as Directors-at-large shall be nominated by the Development Committee of this Corporation.

SECTION 5. Term.

Except as otherwise provided herein, a Director-at-large shall hold office for a term of three (3) years or until his or her successor has been elected or appointed. Directors-at-large may be re-elected to membership on the Board except that no such Director shall serve more than three (3) consecutive full terms of office unless such Director has been chosen to act as Chair or Vice Chair, at which time such Director may serve for two (2) additional years for each position of Vice Chair, Chair and past Chair, or a maximum of six (6) additional years from the date of the initial election to one of the "Chair" positions. A one (1) year absence from the Board must occur before such Director is again eligible for election to the Board.

SECTION 6. Staggered Terms.

Directors' terms of office shall be established in such a manner that approximately one-third (1/3) of such Directors' terms expire each year. In the event of a change in the number of Directors, the staggering of terms shall be preserved.

SECTION 7. Vacancies. A vacancy on the Board of Directors, whether by death, removal or resignation, shall be filled by the remaining Members of the Board, even though less than a quorum. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

## ARTICLE V

### MEETINGS OF THE DIRECTORS

#### SECTION 1. Place of Meetings.

All meetings of the Board shall be held at the office of the Corporation or at such other place as may be designated for that purpose from time to time by the President of the Corporation.

#### SECTION 2. Organization Meetings.

As soon as reasonably practical, and within thirty (30) days after the annual election of Directors, the Directors shall meet for the purpose of organizing the Board, the election of Officers and the transaction of such other business as may come before the meeting. Notice of the date, time and place of any such organization meeting may be given at the meeting at which the election for new Director(s) was held.

#### SECTION 3. Regular Meetings.

Regular meetings of the Board shall be held at least quarterly. Failure of a Member of the Board to attend fifty percent (50%) of all regular meetings shall be cause for removal.

#### SECTION 4. Special Meetings.

Special meetings of the Board for any purpose(s) may be called at any time by the President, and upon the written request of one-third (1/3) of the Board of Directors, called by the President or, upon his failure to promptly do so, by the Chair or the Vice Chair of the Corporation.

#### SECTION 5. Notice of Regular and Special Meetings.

Regular and special meetings may be held on four days' notice by first class mail, postage prepaid, or on forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail or other electronic means.

#### SECTION 6. Validation of Meeting.

The transactions of the Board at any meeting, however called or noticed, or wherever held, shall be as valid as though had at a meeting held after call and notice

if a quorum be present and if, either before or after the meeting, each Director not present signs a written waiver of notice or a consent to the holding of such meeting, an approval of the minutes thereof, or who attends the meeting without protesting the lack of notice to that Director either before or at the commencement of the meeting. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

#### SECTION 7. Quorum.

A majority of the authorized Directors shall constitute a quorum. Every act or decision of a majority of the Directors present at a meeting at which a quorum is present, made or done when duly assembled, shall be valid as the act of the Board.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the law, the Articles of Incorporation of the Corporation, or the Bylaws.

In the absence of a quorum, a majority of the Directors present may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

#### SECTION 8. Use of Telecommunication.

Directors may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Corporation, so long as all Members participating in such meeting can hear one another. Such participation constitutes presence in person at such meeting if both of the following apply:

- a. Each Member participating in the meeting can communicate with all the other Members concurrently.
- b. Each Member is provided the means of participating in all matters before the Board, including without limitation, the capacity to propose or to interpose, an objection to a specific action to be taken by the Corporation.

#### SECTION 9. Action Without Meeting.

Any action required or permitted to be taken by the Board under any provision of law, the Articles of Incorporation, or these Bylaws may be taken without a

meeting if all Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by a unanimous written consent of the Board of Directors without a meeting, and that the Bylaws of the Corporation authorize its Directors to so act.

## ARTICLE VI

### OFFICERS

#### SECTION 1. Officers.

The Officers of this Corporation shall consist of a President, a Secretary, and a Chief Financial Officer, and may include an Assistant Secretary.

#### SECTION 2. Election of Officers.

The Officers of the Corporation shall be elected annually by the Board of Directors and each shall hold his or her office until he or she shall resign, shall be removed, shall otherwise become disqualified to serve, or his or her successor shall be elected and qualified.

#### SECTION 3. Removal of Officers.

Any Officer may be removed from his or her office, either with or without cause by a majority of the Directors then in office at any regular or special meeting of the Board. Should a vacancy occur in an office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office to any other Officer or to any Director until such time as a successor for said office has been elected and qualified.

#### SECTION 4. President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chair or the Vice Chair of the Board, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and Officers

of the Corporation. The President shall act as the representative of the Corporation to the public, as well as to governmental or voluntary organizations, make policy proposals to the Board of Directors, and have responsibilities for long range planning. In the absence of the Chair and the Vice Chair of the Board, he or she shall preside at all meetings of the Board of Directors. The President shall act as the duly authorized representative of the Board of Directors in all matters in which the Board of Directors has not formally designated some other person to so act. He or she should be ex officio and shall have the general powers and duties of management usually vested in the office of the president of a Corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. In the absence or disability of the Chair and the Vice Chair of the Board, the President shall perform all of the duties of the Chair of the Board, except as otherwise provided in these Bylaws, and when so acting shall have all of the powers and be subject to all of the restrictions upon the Chair of the Board.

SECTION 5.            Secretary.

The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order of all meetings of the Directors and of the Corporate Member, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, and the names of those present at Directors' meetings. The Secretary shall give or cause to be given notice of all the meetings of the Corporate Member and of the Board of Directors required by these Bylaws or by law to be given and have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Secretary shall not serve concurrently as the President or Chair of the Board.

SECTION 6.            Assistant Secretary.

The Assistant Secretary, should there be any, shall, in the absence or disability of the Secretary perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

SECTION 7.            Chief Financial Officer.

The Chief Financial Officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Directors. He or she shall disburse the funds of the

Corporation as shall be ordered by the Board of Directors, shall render to the President and the Directors, whenever they shall request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Chief Financial Officer shall not serve concurrently as the President or Chair of the Board.

## ARTICLE VII

### **THIS ARTICLE INTENTIONALLY LEFT BLANK**

## ARTICLE VIII

### LIABILITIES AND INDEMNITY

#### SECTION 1. Agents, Proceedings, and Expenses.

For the purposes of this Article, "agent" means any person who is or was a Director, Officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a Director, Officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic Corporation which was a predecessor Corporation of this Corporation or of another enterprise at the request of such predecessor Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or 5(c) of this Article.

#### SECTION 2. Actions Other than by the Corporation.

This Corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation) by reason of the fact that such person is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did

not act in good faith and in a manner which the person reasonably believed to be in the best interests of this Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

### SECTION 3. Actions By The Corporation.

This Corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that that person is or was an agent of this Corporation against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- a. in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this Corporation in the performance of that person's duty to this Corporation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- b. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval or;
- c. of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

### SECTION 4. Successful Defense by Agent.

To the extent that an agent of this Corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

#### SECTION 5. Required Approval.

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this Corporation only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article, by:

- a. a majority of a quorum consisting of Directors who are not parties to the proceeding;
- b. approval by the affirmative vote of a majority of the members of this Corporation entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of holders of a majority of the outstanding members entitled to vote; or
- c. the court in which the proceeding is or was pending, on application made by this Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Corporation.

#### SECTION 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

#### SECTION 7. Other Contractual Rights.

Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and Officers of this Corporation or any subsidiary hereof may be entitled by contract or otherwise.



#### SECTION 8. Limitations.

No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5(c), in any circumstance where it appears:

- a. that it would be inconsistent with a provision of the articles, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- b. that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### SECTION 9. Insurance.

Upon and in the event of a determination by the Board of Directors of this Corporation to purchase such insurance, this Corporation shall purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this Article.

#### SECTION 10. Fiduciaries of Corporate Employee Benefit Plan.

This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Corporation as defined in Section 1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

#### SECTION 11. Liabilities.

Directors and Officers shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

## ARTICLE IX

### GENERAL PROVISIONS

#### SECTION 1. Voting Shares.

The Corporation may vote any and all shares held by it in other Corporations by such Officer, agent or proxy as the Board of Directors may appoint, or in default of any such appointment, by the President or the Chief Financial Officer and, in such case, such Officers, or any of them, may likewise appoint a proxy to vote said shares.

#### SECTION 2. Checks and Instruments.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

#### SECTION 3. Execution of Contracts.

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances and unless so authorized by the Board of Directors no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

#### SECTION 4. Annual Statements.

The Board of Directors shall cause an annual statement of transactions with interested persons and of indemnifications to be transmitted to the Members of this Corporation no later than one hundred fifty (150) days after the close of the fiscal year. Such annual statement shall be prepared in conformity with the requirements of the California Corporations Code.

#### SECTION 5. Annual Report.

The Board of Directors shall cause an annual report to be transmitted to the Members of this Corporation no later than one hundred fifty (150) days after the

close of the fiscal or calendar year. Such annual report shall be prepared in conformity with the requirements of the California Corporations Code.

#### SECTION 6. Property.

The property of the Corporation is irrevocably dedicated to charitable purposes and upon the liquidation, dissolution or abandonment of the Corporation, after providing for the debts and obligations thereof, the remaining assets will not inure to the benefit of any private person, but will be distributed to a nonprofit fund, foundation or Corporation which is organized and operated exclusively for charitable purposes, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as designated by its articles of incorporation. Such nonprofit fund, foundation or Corporation shall be ESKATON or an affiliate thereof that qualifies as a distributee pursuant to the provisions of this section.

#### SECTION 7. Discrimination.

In the conduct of its affairs, the Corporation, its Officers and employees, and other persons or entities acting on its behalf, shall not discriminate on the basis of race, color, religion, sex, age, or national origin.

### ARTICLE X

#### AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed and new Bylaws may be adopted by the Members of this Corporation. These Bylaws may also be amended or repealed and new Bylaws may be adopted by the Board of Directors, provided however, that a bylaw fixing the number of Directors, a bylaw creating proxy rights, and a bylaw which materially and adversely affects the rights of the Members of this Corporation as to voting or transfer of memberships may not be amended, repealed or adopted without the approval of the Members of this Corporation.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing bylaws of ESKATON have been duly amended and adopted by the Board of Directors of said Corporation at a meeting of said Board held on February 23, 2012.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Corporation, has signed this Certificate this 23<sup>rd</sup> day of February , 2012.



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Betsy Donovan, Secretary



**SECTION 999.5(d)(4)(B)**

- (B) Applicant's plan for use of the net proceeds after the close of the proposed transaction together with a statement explaining how the proposed plan is as consistent as possible with existing charitable purposes and complies with all applicable charitable trusts that govern use of applicant's assets. The plan must include any proposed amendments to the articles of incorporation or bylaws of the applicant or any entity related to the applicant that will control any of the proceeds from the proposed transfer.**

Eskaton will reinvest the proceeds of the sale in expansion of services for seniors consistent with its mission. While no specific plans have been made it is expected Eskaton will focus on improvement of existing facilities as well as potential affiliation, construction, expansion, or acquisition within Eskaton's existing scope of services (i.e., CCRC, RCFE, independent living, affordable housing, or home and community-based services) for older adults. Other options complementary to those services may be considered as well. No amendments to the articles of incorporation or bylaws are expected. The proceeds will be controlled by Eskaton Properties, Inc., which is the present owner of the facilities being sold.

**SECTION 999.5(d)(5)**

**IMPACTS ON HEALTH CARE SERVICES**

**(d)(5)(A)**

- (A) A copy of the two most recent “community needs assessments” prepared by applicant for any health facility or facility that provides similar health care services that is the subject of the agreement or transaction.**

Eskaton offers home care services and operates a single continuing care retirement community (“CCRC”) under the regulatory jurisdiction of the California Department of Social Services, the California Department of Public Health, the California Department of Health Care Services, and the United States Department of Health and Human Services. As a result, Eskaton is currently governed by the Continuing Care Contract Statutes, the statutes and regulations applicable to RCFEs, SNFs, home care service providers, and the Medicare and Medi-Cal laws. None of these laws require a CCRC, RCFE, or SNF to complete a community needs assessment and Eskaton has not done so.

## SECTION 999.5(d)(5)(B)

- (B) A description of all charity care provided in the last five years by each health facility or facility that provides similar health care services that is the subject of the agreement or transaction. This description shall include annual total charity care spending; inpatient, outpatient and emergency room charity care spending; a description of how the amount of charity care spending was calculated; annual charity care inpatient discharges, outpatient visits, and emergency visits; a description of the types of charity care services provided annually; and a description of the policies, procedures, and eligibility requirements for the provision of charity care.**

Eskaton Fair Oaks, Greenhaven, and Manzanita are not hospitals. Therefore, any questions regarding inpatient, outpatient, and emergency room charitable care are not applicable.

Eskaton does not provide charity care or subsidies to the residents at Fair Oaks, Greenhaven or Manzanita. If for any reason Eskaton is unable to collect the revenue associated with the provision of services or the care provided, those services are considered uncollectable and written off as bad debt. However, bad debt is not considered charity care.



## SECTION 999.5(d)(5)(C)

- (C) **A description of all services provided by each health facility or facility that provides similar health care services that is the subject of the agreement or transaction in the past five years to Medi-Cal patients, county indigent patients, and any other class of patients. This description shall include but not be limited to the type and volume of services provided, the payors for the services provided, the demographic characteristics of and zip code data for the patients served by the health facility or facility that provides similar health care services, and the costs and revenues for the services provided.**

The three facilities being sold all provide skilled nursing services as described in the Health and Safety Code.

The following are attached to this Section:

1. Statistics Report of Payor Mix for Fair Oaks, Greenhaven, and Manzanita dated December 2022.
2. Eskaton Fair Oaks Patient Census Data dated February 22, 2023. Please note that confidential patient information has been redacted.
3. Eskaton Greenhaven Patient Census Data dated March 23, 2023. Please note that confidential patient information has been redacted.
4. Eskaton Manzanita Patient Census Data dated March 23, 2023. Please note that confidential patient information has been redacted.
5. Eskaton 5 Year Patient Census Data dated March 6, 2023.
6. Medi-Cal Cost Report data for Fair Oaks dated December 31, 2021. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.
7. Medi-Cal Cost Report data for Fair Oaks dated December 31, 2020. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.
8. Medi-Cal Cost Report data for Greenhaven dated December 31, 2021. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.
9. Medi-Cal Cost Report data for Greenhaven dated December 31, 2020. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.
10. Medi-Cal Cost Report data for Manzanita dated December 31, 2021. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.

11. Medi-Cal Cost Report data for Manzanita dated December 31, 2020. Please note that information not related to Fair Oaks, Greenhaven, or Manzanita has been redacted.
12. Medicare Cost Report data for Fair Oaks dated December 31, 2021.
13. Medicare Cost Report data for Fair Oaks dated December 31, 2020.
14. Medicare Cost Report data for Greenhaven dated December 31, 2021.
15. Medicare Cost Report data for Greenhaven dated December 31, 2020.
16. Medicare Cost Report data for Manzanita dated December 31, 2021.
17. Medicare Cost Report data for Manzanita dated December 31, 2020.

**SECTION 999.5(d)(5)(C)**

**1) Statistics Report of Payor Mix for Fair Oaks, Greenhaven,  
and Manzanita dated December 2022**

**ESKATON CARE CENTERS**  
**STATISTICS REPORT**  
December 2022

	Eskaton Care Center MANZANITA			Eskaton Care Center FAIR OAKS			Eskaton Care Center GREENHAVEN			TOTAL Care Centers		
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>
<b>PATIENT DAYS</b>												
Private Pay	132	93	39	396	186	210	89	217	(128)	617	496	121
Complex Care	0	217	(217)	0	0	0	0	0	0	0	217	(217)
Other Managed Care	665	527	138	684	775	(91)	271	713	(442)	1,620	2,015	(395)
Medicare	252	124	128	141	310	(169)	124	310	(186)	517	744	(227)
Medi-Cal	1,176	1,581	(405)	2,290	2,790	(500)	2,374	2,697	(323)	5,840	7,068	(1,228)
Pace/Hospice/Respite	117	62	55	217	62	155	68	155	(87)	402	279	123
<b>TOTAL</b>	<b>2,342</b>	<b>2,604</b>	<b>(262)</b>	<b>3,728</b>	<b>4,123</b>	<b>(395)</b>	<b>2,926</b>	<b>4,092</b>	<b>(1,166)</b>	<b>8,996</b>	<b>10,819</b>	<b>(1,823)</b>
<b>AVERAGE DAILY CENSUS</b>	<b>75.5</b>	<b>84.0</b>	<b>(8.5)</b>	<b>120.3</b>	<b>133.0</b>	<b>(12.7)</b>	<b>94.4</b>	<b>132.0</b>	<b>(37.6)</b>	<b>290.2</b>	<b>349.0</b>	<b>(58.8)</b>
<b>% OCCUPANCY</b>	<b>79.5%</b>	<b>88.4%</b>	<b>-8.9%</b>	<b>81.3%</b>	<b>89.9%</b>	<b>-8.6%</b>	<b>63.8%</b>	<b>89.2%</b>	<b>-25.4%</b>	<b>74.2%</b>	<b>89.3%</b>	<b>-15.1%</b>
<b>PATIENT MIX</b>												
Private	5.6%	3.6%	2.1%	10.6%	4.5%	6.1%	3.0%	5.3%	-2.3%	6.9%	4.6%	2.3%
Complex Care	0.0%	8.3%	-8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%	-2.0%
Managed Care	28.4%	20.2%	8.2%	18.3%	18.8%	-0.4%	9.3%	17.4%	-8.2%	18.0%	18.6%	-0.6%
Medicare	10.8%	4.8%	6.0%	3.8%	7.5%	-3.7%	4.2%	7.6%	-3.3%	5.7%	6.9%	-1.1%
Medi-Cal	50.2%	60.7%	-10.5%	61.4%	67.7%	-6.2%	81.1%	65.9%	15.2%	64.9%	65.3%	-0.4%
Pace/Hospice/Respite	5.0%	2.4%	2.6%	5.8%	1.5%	4.3%	2.3%	3.8%	-1.5%	4.5%	2.6%	1.9%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>
<b>ADMISSIONS</b>	61			45			21			127		
<b>DISCHARGES</b>	43			55			32			130		
<b>LABOR</b>												
Average FTE's (worked hrs)	94.25	121.05	(26.80)	132.37	166.96	(34.59)	131.49	158.96	(27.47)	358.12	446.97	(88.85)
New Hires	14			14			14			42		
Terminations	16			9			1			26		

**ESKATON CARE CENTERS**  
**STATISTICS REPORT**  
YTD through December 2022

	Eskaton Care Center MANZANITA			Eskaton Care Center FAIR OAKS			Eskaton Care Center GREENHAVEN			TOTAL Care Centers		
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>
<b>PATIENT DAYS</b>												
Private	1,145	1,095	50	4,775	2,190	2,585	1,164	2,555	(1,391)	7,084	5,840	1,244
Complex Care	254	2,555	(2,301)	187	0	187	0	0	0	441	2,555	(2,114)
Managed Care	4,404	5,658	(1,254)	8,006	8,581	(575)	4,311	7,428	(3,117)	16,721	21,667	(4,946)
Medicare	3,054	1,370	1,684	1,966	3,257	(1,291)	1,251	3,017	(1,766)	6,271	7,644	(1,373)
Medi-Cal	11,646	16,889	(5,243)	24,991	32,850	(7,859)	29,825	30,907	(1,082)	66,462	80,646	(14,184)
Pace/Hospice/Respite	946	671	275	1,958	730	1,228	798	1,825	(1,027)	3,702	3,226	476
<b>TOTAL</b>	<b>21,449</b>	<b>28,238</b>	<b>(6,789)</b>	<b>41,883</b>	<b>47,608</b>	<b>(5,725)</b>	<b>37,349</b>	<b>45,732</b>	<b>(8,383)</b>	<b>100,681</b>	<b>121,578</b>	<b>(20,897)</b>
<b>AVERAGE DAILY CENSUS</b>	<b>58.8</b>	<b>77.4</b>	<b>(18.6)</b>	<b>114.7</b>	<b>130.4</b>	<b>(15.7)</b>	<b>102.3</b>	<b>125.3</b>	<b>(23.0)</b>	<b>275.8</b>	<b>333.1</b>	<b>(57.2)</b>
<b>% OCCUPANCY</b>	<b>61.9%</b>	<b>81.4%</b>	<b>-19.5%</b>	<b>77.5%</b>	<b>88.1%</b>	<b>-10.6%</b>	<b>69.1%</b>	<b>84.7%</b>	<b>-15.6%</b>	<b>70.5%</b>	<b>85.2%</b>	<b>-14.7%</b>
<b>PATIENT MIX</b>												
Private	5.3%	3.9%	1.5%	11.4%	4.6%	6.8%	3.1%	5.6%	-2.5%	7.0%	4.8%	2.2%
Complex Care	1.2%	9.0%	-7.9%	0.4%	0.0%	0.4%	0.0%	0.0%	0.0%	0.4%	2.1%	-1.7%
Managed Care	20.5%	20.0%	0.5%	19.1%	18.0%	1.1%	11.5%	16.2%	-4.7%	16.6%	17.8%	-1.2%
Medicare	14.2%	4.9%	9.4%	4.7%	6.8%	-2.1%	3.3%	6.6%	-3.2%	6.2%	6.3%	-0.1%
Medi-Cal	54.3%	59.8%	-5.5%	59.7%	69.0%	-9.3%	79.9%	67.6%	12.3%	66.0%	66.3%	-0.3%
Pace/Hospice/Respite	4.4%	2.4%	2.0%	4.7%	1.5%	3.2%	2.1%	4.0%	-1.9%	3.7%	2.7%	1.0%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>
<b>BEGINNING BALANCES</b>	48			111			100			259		
<b>ADMISSIONS</b>	515			606			334			1,455		
<b>DISCHARGES</b>	486			600			341			1,427		
<b>ENDING BALANCES</b>	77			117			93			287		
<b>LABOR</b>												
Average FTE's (worked hrs)	92.94	115.32	(22.38)	124.93	166.96	(42.03)	119.92	157.56	(37.64)	337.79	439.84	(102.05)
New Hires	72			103			94			269		
Terminations	60			89			71			220		

**SECTION 999.5(d)(5)(C)**

**2) Eskaton Fair Oaks Patient Census Data dated February 22, 2023.**

**Please note that patient identifying information has been redacted.**

### Resident Information Query

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	12/03/2020	Transfer from Other	Urgent	Medicare Part A	12/14/2020	U07.1
	Medicare Part A	06/06/2022	Transfer from a Hospital	Urgent	Medicare Part A	06/30/2022	S72.002D
	Medicare Part A	12/07/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/20/2019	E87.1
	Medicare Part A	07/02/2020	Transfer from a Hospital	Urgent	Medicare Part A	07/15/2020	U07.1
	Medi-cal	09/09/2020	Transfer from a SNF	Elective	Medi-cal	12/15/2020	I10
	Medicare Part A	05/08/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/24/2018	L03.113
	Medicare Part A	05/25/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/10/2021	S52.125D
	Medi-cal	01/18/2014	Transfer from a Hospital	Elective	Medi-cal		K92.2
	Medicare Part A	11/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/06/2019	R78.81
	Medicare Part A	01/07/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/22/2018	R53.1
	Medicare Part A	04/25/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/05/2019	I50.9
	Medicare Part A	01/24/2022	Transfer from a Hospital	Elective	Medicare Part A	02/18/2022	Z47.89
	Medi-cal	09/08/2015	Transfer from a Hospital	Urgent	Medi-cal	10/13/2020	Z47.89
	Medicare Part A	05/23/2018	Transfer from a Hospital	Elective	Medicare Part A	06/01/2018	G89.18
	Medicare Part A	11/16/2020	Transfer from a Hospital	Urgent	Medicare Part A	12/03/2020	U07.1
	Medicare Part A	05/20/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/27/2018	M00.9
	Medi-cal	11/14/2018	Transfer from a Hospital	Urgent	Medi-cal	01/18/2019	R53.1
	Medicare Part A	04/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/27/2020	I63.9
	Medicare Part A	12/03/2020	Transfer from Other	Urgent	Medicare Part A	12/07/2020	U07.1
	Medicare Part A	01/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	02/01/2019	
	Medi-cal	07/28/2021	Transfer from a Hospital	Urgent	Medi-cal	11/07/2021	I69.398
	Medicare Part A	04/24/2020	Transfer from a Hospital	Urgent	Medicare Part A	05/12/2020	U07.1
	Medi-cal	12/18/2019	Transfer from a Hospital	Urgent	Medi-cal	01/06/2020	S32.010D
	Medicare Part A	10/23/2020	Transfer from a Hospital	Urgent	Medicare Part A	11/02/2020	U07.1
	Medicare Part A	11/14/2020	Transfer from a Hospital	Elective	Medicare Part A	11/14/2020	U07.1
	Medicare Part A	12/10/2021	Transfer from a SNF	Urgent	Medicare Part A	01/05/2022	G92.8
	Medicare Part A	07/02/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/10/2021	Z48.815
	Medi-cal	10/10/2019	Transfer from a Hospital	Urgent	Medi-cal	11/15/2019	I24.8
	Medicare Part A	07/08/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/28/2022	T84.53XD
	Medi-cal	07/18/2012	Transfer from a Hospital	Urgent	Medi-cal	07/27/2018	I10
	Medicare Part A	02/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	02/26/2021	R53.1
	Medi-cal	11/24/2018	Transfer from a Hospital	Urgent	Medi-cal	08/17/2019	S72.002D
	Medi-cal	03/01/2017	Transfer from a Hospital	Urgent	Medi-cal	11/16/2019	S32.059G
	Medi-cal	07/14/2015	Transfer from a Hospital	Urgent	Medi-cal		I69.90
	Medicare Part A	10/08/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	10/29/2020	L03.115
	Medicare Part A	06/14/2022	Transfer from a Hospital	Urgent	Medicare Part A	06/18/2022	M97.11XD
	Medicare Part A	11/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/07/2022	Z47.89
	Medicare Part A	02/24/2022	Transfer from a Hospital	Elective	Medicare Part A	03/17/2022	Z47.1
	Medicare Part A	11/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	11/25/2020	U07.1
	Medicare Part A	11/01/2020	Transfer from a Hospital	Urgent	Medicare Part A	11/05/2020	S32.511D
	Medi-cal	04/08/2017	Transfer from Other	Elective	Medi-cal	12/16/2020	F01.51
	Medicare Part A	10/14/2020	Transfer from a Hospital	Urgent	Medicare Part A	10/30/2020	I63.411
	Medicare Part A	05/02/2021	Transfer from a Hospital	Elective	Medicare Part A	05/12/2021	Z47.89
	Medicare Part A	05/28/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/12/2021	M19.011
	Medicare Part A	05/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/07/2021	L03.011
	Medi-cal	07/02/2018	Transfer from a Hospital	Urgent	Medi-cal	03/16/2019	M00.9
	Medi-cal	09/03/2022	Transfer from a Hospital	Urgent	Medi-cal		N39.0
	Medicare Part A	10/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	10/22/2021	N17.9
	Medicare Part A	04/14/2021	Transfer from a Hospital	Urgent	Medicare Part A	04/19/2021	I50.9

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medi-cal	03/10/2019	Transfer from a Hospital	Urgent	Medi-cal	04/12/2019	B02.9
	Medi-cal	08/28/2020	Transfer from a SNF	Elective	Medi-cal	09/03/2020	U07.1
	Medicare Part A	05/06/2022	Transfer from a Hospital	Elective	Medicare Part A	05/24/2022	S12.000D
	Medicare Part A	05/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/19/2018	J18.9
	Medicare Part A	06/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	07/15/2020	U07.1
	Medicare Part A	10/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	11/08/2022	L03.116
	Medi-cal	05/06/2018	Transfer from a Hospital	Urgent	Medi-cal		G20
	Medi-cal	01/06/2020	Transfer from a Hospital	Elective	Medi-cal		R41.82
	Medicare Part A	01/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	02/08/2018	J11.00
	Medicare Part A	12/06/2019	Transfer from a Hospital	Elective	Medicare Part A	01/08/2020	Z48.811
	Medicare Part A	01/14/2021	Transfer from a Hospital	Urgent	Medicare Part A	01/29/2021	I70.201
	Medicare Part A	08/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	08/24/2022	N39.0
	Medicare Part A	01/11/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	01/31/2022	I50.43
	Medi-cal	06/08/2015	Transfer from Other	Elective	Medi-cal	08/01/2020	I10
	Medi-cal	11/09/2015	Transfer from a Hospital	Urgent	Medi-cal	11/09/2021	I63.50
	Medi-cal	11/15/2018	Transfer from a Hospital	Urgent	Medi-cal	02/26/2021	S72.001D
	Medicare Part A	08/06/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/26/2021	Z48.813
	Medicare Part A	04/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/19/2021	Z47.89
	Medicare Part A	07/06/2022	Transfer from a Hospital	Elective	Medicare Part A	08/01/2022	Z47.81
	Medicare Part A	04/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/17/2019	J96.20
	Medicare Part A	02/21/2022	Transfer from a Hospital	Elective	Medicare Part A	03/09/2022	N39.0
	Medi-cal	04/09/2018	Transfer from a Hospital	Elective	Medi-cal	11/30/2018	J44.9
	Medicare Part A	05/19/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/10/2019	N39.0
	Medicare Part A	03/18/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/01/2022	J96.01
	Medicare Part A	04/26/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/09/2021	E11.621
	Medicare Part A	07/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/09/2021	Z47.89
	Medi-cal	12/06/2019	Transfer from a Hospital	Urgent	Medi-cal	01/15/2020	L97.529
	Medi-cal	10/16/2019	Transfer from a Hospital	Elective	Medi-cal	03/02/2020	K63.2
	Medi-cal	04/25/2022	Transfer from a Hospital	Urgent	Medi-cal	12/10/2022	B96.81
	Medicare Part A	10/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/08/2019	J44.1
	Medi-cal	01/14/2018	Transfer from a Hospital	Urgent	Medi-cal	01/15/2018	N18.5
	Medi-cal	12/16/2019	Transfer from a Hospital	Urgent	Medi-cal	03/10/2020	Z47.89
	Medicare Part A	08/18/2020	Transfer from a Hospital	Urgent	Medicare Part A	09/07/2020	U07.1
	Medi-cal	02/01/2019	Transfer from a Hospital	Urgent	Medi-cal	08/02/2019	R53.1
	Medicare Part A	06/30/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/22/2022	Z47.1
	Medi-cal	04/16/2021	Transfer from a Hospital	Urgent	Medi-cal	04/24/2021	Z47.89
	Medicare Part A	09/09/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/22/2018	M19.011
	Medicare Part A	08/02/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/11/2021	E87.2
	Medi-cal	08/28/2018	Transfer from a Hospital	Urgent	Medi-cal	11/12/2018	G06.1
	Medi-cal	03/10/2021	Transfer from a Hospital	Urgent	Medi-cal		A41.9
	Medicare Part A	03/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/08/2020	Z48.812
	Medicare Part A	11/23/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/12/2022	S32.018D
	Medi-cal	11/24/2017	Transfer from a Hospital	Elective	Medi-cal	02/20/2018	M19.90
	Medicare Part A	05/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/29/2018	C34.90
	Medicare Part A	04/19/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/01/2021	J18.9
	Medicare Part A	04/06/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/24/2020	J18.1
	Medicare Part A	03/09/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/13/2020	Z48.815
	Medicare Part A	06/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/17/2018	J96.20
	Medicare Part A	07/20/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/29/2021	A41.9
	Medi-cal	02/15/2019	Transfer from a Hospital	Urgent	Medi-cal	04/02/2019	R41.82
	Medicare Part A	06/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/02/2018	M80.052A
	Medicare Part A	09/06/2021	Transfer from a Hospital	Elective	Medicare Part A	09/18/2021	M25.561
	Medi-cal	07/18/2019	Transfer from a Hospital	Urgent	Medi-cal	09/01/2020	I21.4



Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medi-cal	03/25/2021	Transfer from a Hospital	Urgent	Medi-cal	04/09/2021	A41.9
	edicare Part A	08/24/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/03/2021	Z47.1
	edi-cal	05/10/2018	Transfer from a Hospital	Urgent	Medi-cal		I24.8
	edicare Part A	09/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/24/2019	S42.342D
	edi-cal	09/06/2020	Transfer from a SNF	Elective	Medi-cal	02/24/2021	I25.10
	edicare Part A	06/25/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/01/2021	S22.080D
	edicare Part A	09/13/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/26/2019	K92.2
	edicare Part A	05/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/30/2018	J18.9
	edi-cal	08/14/2020	Transfer from a Hospital	Urgent	Medi-cal		R53.1
	edi-cal	09/08/2022	Transfer from a Hospital	Urgent	Medi-cal		I63.9
	edicare Part A	05/07/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/21/2021	G93.49
	edi-cal	10/27/2022	Transfer from a Hospital	Urgent	Medi-cal		N39.0
	edi-cal	04/18/2022	Transfer from a Hospital	Information Not Avail	Medi-cal		S82.145D
	edicare Part A	08/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/26/2018	S72.91XD
	edicare Part A	11/28/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/11/2019	M48.061
	edicare Part A	09/25/2021	Transfer from a Hospital	Information Not Avail	Medicare Part A	10/07/2021	G93.40
	edicare Part A	02/26/2020	Transfer from Other	Urgent	Medicare Part A	03/11/2020	Z48.815
	edi-cal	06/22/2021	Transfer from a Hospital	Urgent	Medi-cal		I95.9
	edicare Part A	08/06/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/25/2018	I25.10
	edicare Part A	05/24/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/04/2021	R55
	edicare Part A	08/16/2022	Transfer from a Hospital	Urgent	Medicare Part A	08/22/2022	Z47.81
	edicare Part A	08/14/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/30/2018	F03.90
	edi-cal	03/10/2022	Transfer from a Hospital	Urgent	Medi-cal		S12.9XXD
	edi-cal	02/05/2020	Transfer from a Hospital	Elective	Medi-cal	02/27/2020	N39.0
	edicare Part A	08/25/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/17/2021	M16.11
	edicare Part A	02/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/05/2018	S72.001D
	edi-cal	09/06/2022	Transfer from a Hospital	Urgent	Medi-cal		Z47.1
	edicare Part A	04/18/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/17/2019	S72.002D
	edi-cal	02/17/2017	Transfer from a SNF	Elective	Medi-cal	08/28/2018	S72.21XS
	edicare Part A	12/03/2020	Transfer from a Hospital	Elective	Medicare Part A	12/15/2020	U07.1
	edicare Part A	09/20/2021	Transfer from a Hospital	Urgent	Medicare Part A	10/02/2021	S82.401B
	edi-cal	03/12/2020	Transfer from a Hospital	Urgent	Medi-cal	04/21/2020	A41.9
	edicare Part A	04/30/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/01/2021	Z47.1
	edicare Part A	08/17/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/08/2021	C18.7
	edi-cal	01/10/2020	Transfer from a Hospital	Urgent	Medi-cal	12/21/2020	N39.0
	edicare Part A	09/23/2022	Transfer from a Hospital	Elective	Medicare Part A	10/06/2022	Z47.1
	edicare Part A	10/30/2018	Transfer from a Hospital	Elective	Medicare Part A	11/08/2018	Z48.811
	edicare Part A	09/12/2020	Transfer from Other	Urgent	Medicare Part A	09/28/2020	U07.1
	edicare Part A	09/12/2020	Transfer from Other	Elective	Medicare Part A	09/30/2020	U07.1
	edicare Part A	06/10/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/29/2020	M51.26
	edicare Part A	04/08/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/20/2018	J11.1
	edicare Part A	03/01/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/17/2019	S32.9XXD
	edi-cal	09/16/2020	Transfer from a Hospital	Urgent	Medi-cal		U07.1
	edicare Part A	07/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/01/2018	N30.10
	edicare Part A	09/10/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/26/2021	S12.9XXD
	edi-cal	06/07/2013	Transfer from a SNF	Elective	Medi-cal	07/06/2018	I10
	edicare Part A	08/26/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/13/2021	I63.81
	edicare Part A	07/01/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/14/2021	Z48.811
	edicare Part A	11/22/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/25/2021	Z48.811
	edicare Part A	05/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/14/2020	M99.04
	edi-cal	10/25/2019	Transfer from a Hospital	Urgent	Medi-cal	05/05/2021	G45.9
	edicare Part A	02/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	02/25/2019	K92.2
	edicare Part A	05/22/2022	Transfer from a Hospital	Urgent	Medicare Part A	06/06/2022	S82.91XD

Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
Medicare Part A	06/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/15/2019	L97.529
Medi-cal	11/10/2021	Transfer from a SNF	Elective	Medi-cal		I69.351
Medicare Part A	05/16/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/06/2019	S32.10XD
Medi-cal	05/20/2016	Transfer from a Hospital	Urgent	Medi-cal		I63.50
Medicare Part A	12/18/2021	Transfer from a Hospital	Elective	Medicare Part A	01/06/2022	I50.9
Medicare Part A	10/18/2022	Transfer from a Hospital	Urgent	Medicare Part A	11/11/2022	S42.291D
Medicare Part A	09/12/2020	Transfer from a Hospital	Elective	Medicare Part A	09/18/2020	U07.1
Medi-cal	08/09/2022	Transfer from a Hospital	Information Not Avail	Medi-cal		I44.30
Medicare Part A	01/04/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/22/2018	M48.061
Medi-cal	08/17/2022	Transfer from a Hospital	Urgent	Medi-cal		S32.19XD
Medicare Part A	11/18/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/04/2019	Z48.811
Medicare Part A	08/13/2018	Transfer from a Hospital	Elective	Medicare Part A	08/25/2018	S72.92XD
Medicare Part A	09/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/20/2018	J96.90
Medicare Part A	02/22/2018	Transfer from a Hospital	Elective	Medicare Part A	03/14/2018	K74.60
Medicare Part A	05/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	05/28/2022	J15.0
Medicare Part A	02/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/24/2020	Z47.89
Medicare Part A	01/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/29/2018	J96.01
Medicare Part A	02/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/09/2018	J96.21
Medicare Part A	07/02/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	08/10/2020	U07.1
Medicare Part A	06/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/09/2021	L03.115
Medi-cal	03/09/2022	Transfer from a Hospital	Elective	Medi-cal		Z47.81
Medicare Part A	07/23/2022	Transfer from a Hospital	Urgent	Medicare Part A	08/16/2022	S22.089D
Medicare Part A	05/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/08/2021	G93.41
Medicare Part A	12/30/2021	Transfer from a Hospital	Urgent	Medicare Part A	01/31/2022	S72.331D
Medicare Part A	12/30/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/13/2020	Z48.812
Medi-cal	11/09/2021	Transfer from a Hospital	Elective	Medi-cal		M48.061
Medicare Part A	10/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/30/2018	
Medicare Part A	08/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/15/2021	Z47.89
Medi-cal	11/28/2020	Transfer from a Hospital	Urgent	Medi-cal	12/06/2020	S73.004D
Medi-cal	08/28/2020	Transfer from Other	Information Not Avail	Medi-cal	09/03/2020	U07.1
Medicare Part A	07/23/2019	Transfer from a Hospital	Urgent	Medicare Part A	08/12/2019	S72.002D
Medicare Part A	11/17/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/24/2021	Z47.1
Medi-cal	04/18/2018	Transfer from a Hospital	Urgent	Medi-cal	05/22/2018	M97.01XD
Medicare Part A	11/12/2022	Transfer from a Hospital	Urgent	Medicare Part A	11/21/2022	I62.00
Medi-cal	04/07/2019	Transfer from a Hospital	Urgent	Medi-cal	12/11/2020	S32.009G
Medicare Part A	07/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	08/17/2020	Z47.89
Medi-cal	10/29/2021	Transfer from a SNF	Elective	Medi-cal	01/21/2022	F03.90
Medicare Part A	10/07/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/01/2019	I61.5
Medicare Part A	05/05/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/08/2019	M86.172
Medicare Part A	03/28/2022	Transfer from a Hospital	Urgent	Medicare Part A	04/10/2022	Z47.89
Medicare Part A	08/09/2022	Transfer from a Hospital	Urgent	Medicare Part A	09/09/2022	Z47.89
Medi-cal	06/03/2021	Transfer from Other	Elective	Medi-cal		U07.1
Medi-cal	12/31/2018	Transfer from a Hospital	Urgent	Medi-cal	05/28/2020	S22.008D
Medi-cal	11/12/2021	Transfer from a Hospital	Elective	Medi-cal		M54.16
Medicare Part A	03/29/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/14/2018	I21.4
Medi-cal	04/09/2018	Transfer from a Hospital	Elective	Medi-cal	11/08/2019	G30.9
Medicare Part A	06/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/02/2021	S22.018D
Medicare Part A	10/21/2018	Transfer from a Hospital	Urgent	Medicare Part A	11/03/2018	M17.11
Medicare Part A	04/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	04/29/2021	B95.61
Medicare Part A	09/17/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/12/2019	Z47.89
Medicare Part A	10/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/02/2021	N17.9
Medicare Part A	02/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/08/2019	I63.9
Medicare Part A	03/21/2021	Transfer from a SNF	Urgent	Medicare Part A	04/17/2021	S72.141D

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	06/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/13/2021	S42.201D
	Medicare Part A	10/04/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/19/2018	N30.90
	Medicare Part A	01/01/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/24/2018	S72.001D
	Medi-cal	04/10/2015	Transfer from Other	Elective	Medi-cal		I10
	Medicare Part A	03/17/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/24/2019	I26.99
	Medicare Part A	09/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/05/2018	M17.12
	Medicare Part A	06/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/19/2019	Z48.812
	Medi-cal	10/19/2015	Transfer from a Hospital	Urgent	Medi-cal	02/04/2018	S72.001D
	Medicare Part A	12/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/12/2022	Z47.89
	Medicare Part A	09/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/24/2019	R65.10
	Medi-cal	02/10/2017	Transfer from a Hospital	Urgent	Medi-cal	11/21/2018	E43
	Medi-cal	03/13/2021	Transfer from a Hospital	Urgent	Medi-cal	10/29/2021	Z47.1
	Medi-cal	08/02/2012	Transfer from a Hospital	Elective	Medi-cal	03/05/2018	I10
	Medicare Part A	06/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/25/2019	S32.810D
	Medi-cal	09/26/2019	Transfer from a Hospital	Elective	Medi-cal	10/21/2019	I69.90
	Medi-cal	06/05/2021	Transfer from a Hospital	Elective	Medi-cal		S06.360D
	Medi-cal	11/16/2021	Transfer from a Hospital	Urgent	Medi-cal		N39.0
	Medi-cal	02/01/2015	Transfer from a Hospital	Elective	Medi-cal	11/14/2020	I69.959
	Medicare Part A	06/30/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/03/2021	N39.0
	Medi-cal	04/03/2017	Transfer from a Hospital	Elective	Medi-cal	01/11/2021	G30.9
	Medicare Part A	03/07/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/23/2018	I69.959
	Medicare Part A	03/14/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/20/2022	I38
	Medicare Part A	11/05/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/24/2019	Z47.89
	Medicare Part A	01/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/12/2019	
	Medicare Part A	10/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	10/13/2021	Z48.815
	Medicare Part A	09/12/2020	Transfer from Other	Elective	Medicare Part A	09/18/2020	U07.1
	Medi-cal	05/09/2019	Transfer from a Hospital	Urgent	Medi-cal		I50.32
	Medi-cal	11/23/2009	Transfer from a Hospital	Elective	Medi-cal	01/07/2019	I10
	Medicare Part A	08/17/2020	Transfer from a Hospital	Urgent	Medicare Part A	09/05/2020	Z47.1
	Medicare Part A	03/13/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/26/2020	Z98.890
	Medicare Part A	07/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/07/2018	N39.0
	Medi-cal	04/28/2016	Transfer from a Hospital	Urgent	Medi-cal	08/08/2020	E11.40
	Medicare Part A	03/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/17/2018	G45.9
	Medicare Part A	11/07/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/29/2021	J12.89
	Medicare Part A	04/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	04/10/2021	D64.89
	Medicare Part A	03/06/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/15/2020	C15.9
	Medicare Part A	02/13/2021	Transfer from a Hospital	Urgent	Medicare Part A	03/03/2021	K85.90
	Medicare Part A	10/11/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	10/19/2022	E86.0
	Medicare Part A	03/01/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/25/2022	A04.72
	Medicare Part A	06/09/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/25/2020	E11.621
	Medi-cal	10/19/2017	Transfer from a Hospital	Urgent	Medi-cal	01/26/2018	Z96.652
	Medicare Part A	01/12/2022	Transfer from a Hospital	Urgent	Medicare Part A	02/16/2022	U07.1
	Medicare Part A	11/26/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/27/2021	Z48.811
	Medicare Part A	05/09/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/14/2018	Z48.815
	Medicare Part A	10/10/2021	Transfer from a Hospital	Urgent	Medicare Part A	10/30/2021	A41.9
	Medicare Part A	11/12/2020	Transfer from a SNF	Elective	Medicare Part A	11/25/2020	U07.1
	Medicare Part A	09/04/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/11/2021	S32.040D
	Medicare Part A	07/19/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/26/2019	N17.9
	Medi-cal	11/16/2020	Transfer from a Hospital	Urgent	Medi-cal	06/28/2021	Z47.89
	Medi-cal	07/12/2013	Transfer from a Hospital	Elective	Medi-cal	09/29/2020	N39.0
	Medicare Part A	06/08/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/09/2021	S82.101D
	Medicare Part A	01/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/31/2019	
	Medicare Part A	07/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/13/2021	A41.81

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	06/23/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/31/2019	N39.0
	Medicare Part A	05/03/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	05/13/2022	I46.9
	Medicare Part A	04/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/04/2019	S06.5X0D
	Medicare Part A	02/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	02/20/2018	M41.9
	Medicare Part A	08/06/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/13/2021	G40.909
	Medi-cal	06/21/2020	Transfer from a Hospital	Elective	Medi-cal	01/03/2021	R41.82
	Medi-cal	12/15/2017	Transfer from a Hospital	Urgent	Medi-cal	02/21/2018	S72.002D
	Medicare Part A	01/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/17/2019	
	Medicare Part A	12/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/07/2019	S72.002D
	Medi-cal	10/08/2013	Transfer from Other	Elective	Medi-cal		U07.1
	Medicare Part A	06/03/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/11/2021	I63.9
	Medi-cal	09/17/2020	Transfer from a Hospital	Elective	Medi-cal	11/12/2020	Z47.1
	Medicare Part A	10/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	11/07/2018	S22.43XD
	Medicare Part A	12/28/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	12/29/2022	G93.40
	Medicare Part A	12/03/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/22/2022	S22.079D
	Medicare Part A	11/07/2021	Transfer from a Hospital	Urgent	Medicare Part A	12/03/2021	Z47.89
	Medicare Part A	10/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/02/2019	J90
	Medicare Part A	10/13/2019	Transfer from a Hospital	Elective	Medicare Part A	10/30/2019	J44.9
	Medi-cal	10/22/2022	Transfer from Other	Elective	Medi-cal		T85.71XD
	Medicare Part A	05/18/2022	Transfer from a Hospital	Elective	Medicare Part A	05/25/2022	Z48.815
	Medi-cal	10/20/2017	Transfer from a Hospital	Urgent	Medi-cal	03/01/2019	S82.91XD
	Medicare Part A	05/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/22/2021	Z47.89
	Medicare Part A	04/26/2022	Transfer from a Hospital	Urgent	Medicare Part A	05/15/2022	Z47.89
	Medicare Part A	12/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/12/2019	S32.591D
	Medicare Part A	10/07/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/09/2019	I50.9
	Medi-cal	06/02/2015	Transfer from a Hospital	Elective	Medi-cal	11/25/2019	I50.9
	Medicare Part A	12/24/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A		Z47.1
	Medicare Part A	10/09/2022	Transfer from a Hospital	Urgent	Medicare Part A	10/18/2022	I44.2
	Medicare Part A	08/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/12/2019	Z47.1
	Medicare Part A	09/03/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/12/2021	E87.2
	Medi-cal	07/03/2018	Transfer from a Hospital	Elective	Medi-cal	08/17/2020	S82.202D
	Medicare Part A	11/17/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	12/10/2022	J11.89
	Medicare Part A	04/25/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/01/2018	K92.2
	Medi-cal	02/03/2019	Transfer from a Hospital	Urgent	Medi-cal		I61.4
	Medicare Part A	12/24/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/30/2022	Z47.1
	Medicare Part A	11/30/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/16/2019	Z47.1
	Medicare Part A	06/10/2022	Transfer from a SNF	Urgent	Medicare Part A	06/17/2022	U07.1
	Medicare Part A	04/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/27/2018	K92.2
	Medicare Part A	03/13/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/22/2019	J96.00
	Medicare Part A	07/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/27/2018	S62.92XD
	Medicare Part A	02/08/2022	Transfer from a Hospital	Urgent	Medicare Part A	03/02/2022	I16.0
	Medi-cal	09/20/2021	Transfer from a Hospital	Urgent	Medi-cal	11/08/2021	S72.141D
	Medicare Part A	04/21/2021	Transfer from a Hospital	Urgent	Medicare Part A	04/24/2021	Z47.89
	Medicare Part A	02/23/2018	Transfer from a Hospital	Elective	Medicare Part A	03/05/2018	I34.1
	Medicare Part A	05/27/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/03/2020	J96.00
	Medi-cal	12/12/2021	Transfer from a Hospital	Urgent	Medi-cal	01/21/2022	S22.20XD
	Medicare Part A	03/14/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/17/2022	I48.91
	Medicare Part A	02/05/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/25/2020	S72.8X1D
	Medi-cal	02/11/2022	Transfer from a Hospital	Elective	Medi-cal	09/23/2022	U07.1
	Medi-cal	09/28/2022	Transfer from a Hospital	Urgent	Medi-cal		F22
	Medi-cal	09/22/2022	Transfer from a Hospital	Urgent	Medi-cal		N39.0
	Medicare Part A	12/20/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/05/2019	S72.002D
	Medicare Part A	05/10/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/26/2019	S32.019D

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	10/16/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/04/2021	I63.9
	Medicare Part A	12/31/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/06/2020	M62.82
	Medi-cal	03/19/2021	Transfer from a Hospital	Urgent	Medi-cal	05/26/2021	S22.089D
	Medi-cal	04/06/2021	Transfer from a Hospital	Urgent	Medi-cal		A41.9
	Medicare Part A	10/12/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	10/20/2022	S42.201D
	Medicare Part A	12/05/2018	Transfer from a Hospital	Urgent	Medicare Part A	12/28/2018	S32.501D
	Medicare Part A	08/22/2019	Transfer from a Hospital	Information Not Avail	Medicare Part A	09/10/2019	S72.002D
	Medicare Part A	11/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/02/2019	A41.9
	Medicare Part A	09/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/27/2018	M48.04
	Medicare Part A	09/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/14/2019	I21.4
	Medi-cal	10/04/2022	Transfer from a Hospital	Elective	Medi-cal		K52.9
	Medicare Part A	07/09/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/25/2022	S22.22XD
	Medicare Part A	10/03/2022	Transfer from a Hospital	Urgent	Medicare Part A		I95.1
	Medicare Part A	08/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	10/15/2021	S22.050D
	Medi-cal	06/27/2018	Transfer from a Hospital	Urgent	Medi-cal	08/17/2018	S37.009D
	Medi-cal	08/21/2021	Transfer from a Hospital	Urgent	Medi-cal	01/21/2022	Z47.81
	Medi-cal	04/03/2020	Transfer from a Hospital	Urgent	Medi-cal	04/08/2020	E16.2
	Medicare Part A	11/18/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/03/2022	Z47.1
	Medicare Part A	09/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/15/2021	N39.0
	Medi-cal	01/19/2020	Transfer from a Hospital	Elective	Medi-cal	07/01/2020	I63.9
	Medicare Part A	04/06/2020	Transfer from a Hospital	Elective	Medicare Part A	04/18/2020	N18.4
	Medicare Part A	11/21/2018	Transfer from a Hospital	Urgent	Medicare Part A	12/11/2018	J96.20
	Medi-cal	06/22/2022	Transfer from a Hospital	Elective	Medi-cal	09/22/2022	R55
	Medi-cal	01/12/2021	Transfer from a Hospital	Urgent	Medi-cal	06/22/2022	U07.1
	Medicare Part A	01/28/2019	Transfer from a Hospital	Urgent	Medicare Part A	02/01/2019	S72.001D
	Medicare Part A	12/09/2021	Transfer from Other	Urgent	Medicare Part A	12/21/2021	N39.0
	Medicare Part A	09/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/21/2018	S72.001D
	Medi-cal	11/30/2018	Transfer from Other	Urgent	Medi-cal	08/14/2021	F02.80
	Medi-cal	12/10/2019	Transfer from a Hospital	Urgent	Medi-cal	01/13/2020	R65.10
	Medi-cal	02/27/2019	Transfer from a SNF	Elective	Medi-cal	04/16/2019	I24.9
	Medicare Part A	08/02/2018	Transfer from a Hospital	Elective	Medicare Part A	08/21/2018	J96.92
	Medi-cal	06/22/2019	Transfer from a Hospital	Urgent	Medi-cal	04/02/2021	Z51.5
	Medicare Part A	02/22/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/11/2022	K85.90
	Medicare Part A	06/23/2022	Transfer from a Hospital	Urgent	Medicare Part A	06/30/2022	K52.9
	Medicare Part A	05/13/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/01/2021	T81.42XD
	Medi-cal	01/31/2022	Transfer from a Hospital	Information Not Avail	Medi-cal	04/27/2022	G35
	Medi-cal	07/21/2018	Transfer from a Hospital	Urgent	Medi-cal	08/01/2019	N18.6
	Medicare Part A	05/31/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	06/09/2022	Z47.89
	Medicare Part A	04/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/23/2019	A41.51
	Medi-cal	11/29/2019	Transfer from a Hospital	Urgent	Medi-cal	02/25/2020	R53.1
	Medi-cal	07/29/2018	Transfer from a Hospital	Urgent	Medi-cal	08/21/2019	M81.0
	Medicare Part A	03/05/2021	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/26/2021	Z47.1
	Medicare Part A	05/17/2021	Transfer from a SNF	Urgent	Medicare Part A	06/04/2021	Z47.89
	Medi-cal	08/01/2019	Transfer from a Hospital	Urgent	Medi-cal		U07.1
	Medicare Part A	08/21/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	08/24/2022	N39.0
	Medicare Part A	04/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/03/2019	I63.9
	Medi-cal	06/15/2019	Transfer from a Hospital	Urgent	Medi-cal	02/01/2020	S32.9XXD
	Medi-cal	11/09/2020	Transfer from a Hospital	Elective	Medi-cal	11/30/2020	U07.1
	Medicare Part A	02/21/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/05/2018	I44.39
	Medicare Part A	04/08/2020	Transfer from a Hospital	Elective	Medicare Part A	05/15/2020	B96.89
	Medicare Part A	08/09/2018	Transfer from a Hospital	Elective	Medicare Part A	08/21/2018	M16.11
	Medicare Part A	07/30/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	09/02/2020	B95.7
	Medicare Part A	03/02/2022	Transfer from a Hospital	Urgent	Medicare Part A	03/17/2022	L03.114



Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medi-cal	06/05/2018	Transfer from a SNF	Urgent	Medi-cal		I62.9
	Medicare Part A	10/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	11/05/2018	S72.92XD
	Medicare Part A	03/03/2020	Transfer from a Hospital	Elective	Medicare Part A	03/15/2020	Z47.89
	Medi-cal	11/16/2021	Transfer from a Hospital	Urgent	Medi-cal	08/01/2022	U07.1
	Medicare Part A	07/06/2020	Transfer from a Hospital	Urgent	Medicare Part A	07/16/2020	S83.005D
	Medicare Part A	11/05/2020	Transfer from a Hospital	Elective	Medicare Part A	11/06/2020	U07.1
	Medicare Part A	08/26/2020	Transfer from a Hospital	Urgent	Medicare Part A	09/08/2020	Z47.1
	Medicare Part A	05/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/24/2018	S30.1XXS
	Medicare Part A	10/10/2020	Transfer from a Hospital	Urgent	Medicare Part A	10/13/2020	M48.061
	Medicare Part A	08/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	08/21/2020	U07.1
	Medicare Part A	09/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/22/2019	I72.4
	Medi-cal	09/15/2015	Transfer from a Hospital	Elective	Medi-cal	11/12/2018	R06.02
	Medicare Part A	02/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/02/2019	S32.018D
	Medi-cal	08/01/2014	Transfer from a SNF	Elective	Medi-cal	02/08/2018	G30.9
	Medicare Part A	05/13/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/21/2021	Z47.89
	Medicare Part A	01/04/2018	Transfer from Other	Urgent	Medicare Part A	01/19/2018	S72.001D
	Medicare Part A	11/24/2021	Transfer from a SNF	Information Not Avail	Medicare Part A	01/24/2022	I63.9
	Medicare Part A	05/15/2022	Transfer from a Hospital	Urgent	Medicare Part A	05/31/2022	Z48.811
	Medicare Part A	01/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/31/2018	N39.0
	Medi-cal	08/31/2021	Transfer from a Hospital	Urgent	Medi-cal		M62.82
	Medicare Part A	04/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/25/2019	M72.6
	Medicare Part A	07/01/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/19/2021	Z47.1
	Medi-cal	11/01/2018	Transfer from a Hospital	Elective	Medi-cal	12/01/2018	S72.002D
	Medi-cal	09/07/2018	Transfer from a Hospital	Urgent	Medi-cal	11/01/2018	S72.002D
	Medi-cal	06/11/2015	Transfer from a Hospital	Elective	Medi-cal	12/29/2020	N18.4
	Medicare Part A	12/22/2020	Transfer from a Hospital	Elective	Medicare Part A	12/31/2020	U07.1
	Medi-cal	06/14/2018	Transfer from a Hospital	Urgent	Medi-cal	07/10/2018	N39.0
	Medi-cal	01/23/2021	Transfer from a Hospital	Elective	Medi-cal	05/01/2021	Z47.89
	Medi-cal	06/20/2020	Transfer from a Hospital	Urgent	Medi-cal	10/25/2020	I63.9
	Medicare Part A	05/18/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/27/2021	N39.0
	Medi-cal	10/25/2020	Transfer from a Hospital	Urgent	Medi-cal	12/14/2020	M54.5
	Medicare Part A	03/28/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/19/2018	E13.69
	Medi-cal	11/18/2017	Transfer from a Hospital	Urgent	Medi-cal	05/12/2018	S72.144D
	Medicare Part A	12/07/2022	Transfer from a Hospital	Urgent	Medicare Part A	12/16/2022	S42.201D
	Medicare Part A	11/26/2019	Transfer from a SNF	Elective	Medicare Part A	12/06/2019	S22.080D
	Medicare Part A	10/14/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	10/15/2020	U07.1
	Medicare Part A	11/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/30/2019	I50.9
	Medi-cal	04/29/2019	Transfer from a Hospital	Urgent	Medi-cal		K81.9
	Medi-cal	12/29/2020	Transfer from a Hospital	Elective	Medi-cal		R53.1
	Medicare Part A	07/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/19/2021	Z47.89
	Medicare Part A	04/22/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/28/2021	I63.89
	Medicare Part A	01/12/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	01/21/2022	M62.82
	Medi-cal	11/20/2018	Transfer from a Hospital	Urgent	Medi-cal	04/01/2020	M06.9
	Medicare Part A	04/04/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/15/2022	Z48.811
	Medicare Part A	08/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/15/2018	I50.20
	Medi-cal	01/29/2011	Transfer from a Hospital	Urgent	Medi-cal		I69.959
	Medi-cal	04/25/2018	Transfer from a Hospital	Urgent	Medi-cal	05/17/2018	J69.0
	Medicare Part A	01/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	01/21/2022	Z47.1
	Medi-cal	07/09/2019	Transfer from a Hospital	Urgent	Medi-cal	10/08/2020	K65.8
	Medicare Part A	03/05/2019	Transfer from a Hospital	Urgent	Medicare Part A	03/20/2019	
	Medicare Part A	03/24/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/23/2020	I21.4
	Medi-cal	03/28/2019	Transfer from a Hospital	Urgent	Medi-cal	09/18/2019	I26.99
	Medi-cal	05/24/2021	Transfer from a Hospital	Urgent	Medi-cal	07/29/2021	S82.002D

Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
Medicare Part A	07/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/17/2018	M50.00
Medicare Part A	03/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/24/2020	Z47.89
Medicare Part A	02/18/2018	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/02/2018	S32.301D
Medi-cal	06/30/2012	Transfer from a Hospital	Elective	Medi-cal	10/07/2019	I10
Medicare Part A	02/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/08/2019	L03.314
Medicare Part A	08/18/2022	Transfer from a Hospital	Urgent	Medicare Part A	08/23/2022	Z47.1
Medicare Part A	05/21/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/09/2019	S42.211D
Medicare Part A	07/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/22/2018	N39.0
Medicare Part A	03/31/2022	Transfer from a Hospital	Urgent	Medicare Part A	04/15/2022	Z47.1
Medicare Part A	12/18/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/23/2019	Z48.811
Medi-cal	02/19/2018	Transfer from a Hospital	Urgent	Medi-cal	04/10/2018	I44.30
Medicare Part A	10/23/2022	Transfer from a Hospital	Urgent	Medicare Part A	11/02/2022	I50.30
Medicare Part A	06/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/25/2020	A41.89
Medicare Part A	04/16/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/09/2019	N39.0
Medicare Part A	01/01/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/17/2019	
Medi-cal	06/29/2020	Transfer from a Hospital	Urgent	Medi-cal		R73.9
Medi-cal	10/26/2018	Transfer from a Hospital	Urgent	Medi-cal	02/21/2019	R53.1
Medi-cal	05/29/2022	Transfer from a Hospital	Information Not Avail	Medi-cal	11/03/2022	Z47.1
Medicare Part A	03/21/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/02/2018	S06.5X0D
Medicare Part A	04/24/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/02/2019	
Medi-cal	09/10/2016	Transfer from a Hospital	Urgent	Medi-cal	09/22/2019	M25.551
Medicare Part A	11/30/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/18/2019	Z47.89
Medicare Part A	07/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/26/2018	E11.9
Medicare Part A	03/25/2022	Transfer from a Hospital	Elective	Medicare Part A	04/25/2022	Z48.815
Medicare Part A	10/05/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	11/11/2020	U07.1
Medicare Part A	07/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/10/2018	C92.30
Medi-cal	08/05/2019	Transfer from a Hospital	Urgent	Medi-cal	10/31/2019	A41.50
Medi-cal	11/06/2018	Transfer from a Hospital	Urgent	Medi-cal	10/06/2019	T81.31XD
Medicare Part A	08/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/02/2021	Z47.89
Medi-cal	01/05/2018	Transfer from a Hospital	Urgent	Medi-cal	05/31/2018	S82.401D
Medi-cal	09/03/2019	Transfer from a Hospital	Urgent	Medi-cal	05/05/2021	I63.9
Medi-cal	08/25/2018	Transfer from a Hospital	Urgent	Medi-cal	02/22/2021	S82.302D
Medicare Part A	12/26/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/11/2020	Z48.811
Medi-cal	06/04/2017	Transfer from a Hospital	Urgent	Medi-cal	05/05/2018	I63.9
Medicare Part A	01/08/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/28/2018	S32.019G
Medi-cal	11/16/2017	Transfer from a Hospital	Urgent	Medi-cal	08/31/2019	I69.10
Medicare Part A	02/25/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/14/2020	Z47.89
Medi-cal	03/19/2022	Transfer from a Hospital	Urgent	Medi-cal		A41.9
Medicare Part A	10/02/2020	Transfer from a Hospital	Urgent	Medicare Part A	10/09/2020	K91.30
Medi-cal	06/15/2019	Transfer from a Hospital	Urgent	Medi-cal	08/05/2019	C79.51
Medicare Part A	05/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/29/2018	M17.10
Medicare Part A	09/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	11/05/2018	S32.000G
Medicare Part A	08/19/2022	Transfer from a Hospital	Urgent	Medicare Part A	09/04/2022	I48.91
Medicare Part A	09/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/27/2018	I48.91
Medicare Part A	09/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/25/2018	I62.9
Medi-cal	04/06/2022	Transfer from a Hospital	Elective	Medi-cal	05/27/2022	Z47.1
Medicare Part A	08/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/28/2018	C67.5
Medicare Part A	11/28/2018	Transfer from a Hospital	Urgent	Medicare Part A	02/01/2019	I63.89
Medi-cal	09/24/2021	Transfer from a Hospital	Urgent	Medi-cal		U07.1
Medicare Part A	09/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/24/2021	S32.9XXD
Medi-cal	02/15/2017	Transfer from a Hospital	Urgent	Medi-cal		R53.1
Medicare Part A	01/30/2021	Transfer from a Hospital	Urgent	Medicare Part A	02/15/2021	M97.01XD
Medi-cal	09/09/2020	Transfer from a SNF	Elective	Medi-cal	09/21/2021	S42.302D

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	01/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/29/2019	M48.061
	Medicare Part A	04/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/04/2019	S82.831D
	Medicare Part A	04/27/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/06/2018	S22.009G
	Medicare Part A	08/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/24/2021	R55
	Medicare Part A	12/24/2022	Transfer from a Hospital	Urgent	Medicare Part A		L89.153
	Medicare Part A	08/07/2019	Transfer from a SNF	Urgent	Medicare Part A	08/26/2019	R53.1
	Medicare Part A	07/12/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/25/2022	S22.079D
	Medicare Part A	08/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/16/2018	S72.402D
	Medi-cal	11/24/2014	Transfer from a Hospital	Elective	Medi-cal	01/17/2018	J96.90
	Medicare Part A	11/01/2018	Transfer from a Hospital	Urgent	Medicare Part A	11/09/2018	S12.100D
	Medicare Part A	07/26/2020	Transfer from a Hospital	Urgent	Medicare Part A	08/11/2020	U07.1
	Medicare Part A	12/17/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/19/2019	Z48.815
	Medi-cal	02/16/2018	Transfer from a Hospital	Urgent	Medi-cal		S32.811D
	Medi-cal	02/25/2020	Transfer from a Hospital	Urgent	Medi-cal		L02.211
	Medicare Part A	03/06/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/22/2018	N39.0
	Medicare Part A	08/27/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/20/2018	Z96.652
	Medi-cal	02/13/2019	Transfer from a Hospital	Urgent	Medi-cal		S72.8X1D
	Medicare Part A	04/04/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	05/11/2022	M86.672
	Medi-cal	11/19/2019	Transfer from Other	Elective	Medi-cal	06/04/2021	F03.90
	Medicare Part A	06/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/21/2021	Z47.89
	Medi-cal	11/23/2018	Transfer from a Hospital	Urgent	Medi-cal	01/10/2019	M62.82
	Medi-cal	08/20/2020	Transfer from a Hospital	Urgent	Medi-cal		U07.1
	Medicare Part A	11/26/2021	Transfer from a Hospital	Urgent	Medicare Part A	12/23/2021	J18.9
	Medi-cal	10/26/2017	Transfer from a SNF	Urgent	Medi-cal		U07.1
	Medi-cal	11/05/2019	Transfer from a SNF	Elective	Medi-cal	02/24/2020	N18.6
	Medicare Part A	09/14/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/18/2018	I35.0
	Medi-cal	07/07/2017	Transfer from a Hospital	Urgent	Medi-cal		G83.4
	Medicare Part A	01/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	01/20/2020	M54.5
	Medicare Part A	12/08/2021	Transfer from a Hospital	Urgent	Medicare Part A	12/17/2021	Z47.1
	Medicare Part A	07/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/09/2018	S72.91XD
	Medicare Part A	04/06/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/22/2022	Z47.1
	Medi-cal	07/15/2021	Transfer from a Hospital	Urgent	Medi-cal	11/12/2021	I21.29
	Medi-cal	11/14/2019	Transfer from a Hospital	Urgent	Medi-cal	11/28/2019	J15.9
	Medi-cal	12/14/2017	Transfer from a Hospital	Urgent	Medi-cal	06/05/2019	N17.8
	Medicare Part A	12/17/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	12/24/2022	Z47.89
	Medicare Part A	01/20/2020	Transfer from a Hospital	Urgent	Medicare Part A	01/24/2020	S72.002D
	Medicare Part A	09/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/11/2018	S72.144D
	Medicare Part A	09/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/08/2018	G45.8
	Medicare Part A	07/01/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/16/2021	M19.071
	Medicare Part A	02/11/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/15/2020	I95.1
	Medi-cal	08/30/2018	Transfer from a Hospital	Urgent	Medi-cal	11/20/2018	R53.1
	Medicare Part A	05/29/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	05/31/2022	Z47.1
	Medi-cal	09/10/2021	Transfer from a SNF	Elective	Medi-cal		U07.1
	Medicare Part A	07/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/29/2022	Z47.1
	Medicare Part A	01/27/2022	Transfer from a Hospital	Urgent	Medicare Part A	02/14/2022	S32.401D
	Medicare Part A	11/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/20/2019	A40.8
	Medi-cal	08/22/2020	Transfer from a SNF	Information Not Avail	Medi-cal	09/03/2020	U07.1
	Medi-cal	07/06/2018	Transfer from a Hospital	Urgent	Medi-cal	05/22/2021	N39.0
	Medicare Part A	12/06/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/17/2019	Z47.1
	Medicare Part A	04/04/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/20/2018	R60.9
	Medi-cal	12/02/2020	Transfer from a Hospital	Elective	Medi-cal		S42.201D
	Medicare Part A	04/11/2022	Transfer from a Hospital	Elective	Medicare Part A	04/19/2022	L89.310
	Medi-cal	02/16/2022	Transfer from a Hospital	Information Not Avail	Medi-cal		I26.09



Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	06/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/18/2019	S32.599D
	Medicare Part A	09/25/2021	Transfer from a Hospital	Elective	Medicare Part A	10/14/2021	N39.0
	Medicare Part A	01/04/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/08/2018	I50.9
	Medicare Part A	07/04/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	07/26/2022	S82.202D
	Medicare Part A	02/08/2018	Transfer from a Hospital	Urgent	Medicare Part A	02/24/2018	E11.69
	Medicare Part A	07/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	08/05/2019	R58
	Medicare Part A	07/06/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/23/2021	S22.31XD
	Medicare Part A	03/16/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/15/2020	I63.9
	Medicare Part A	10/26/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/11/2021	S72.112D
	Medicare Part A	02/13/2022	Transfer from a Hospital	Urgent	Medicare Part A	03/01/2022	Z47.89
	Medicare Part A	07/21/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/26/2021	J18.9
	Medicare Part A	12/27/2022	Transfer from a Hospital	Urgent	Medicare Part A		S32.414D
	Medi-cal	12/01/2019	Transfer from a Hospital	Urgent	Medi-cal	06/15/2022	S82.101D
	Medi-cal	04/22/2022	Physician Referral	Elective	Medi-cal	05/17/2022	I50.9
	Medicare Part A	04/30/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/16/2019	I63.9
	Medicare Part A	07/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/23/2019	A48.0
	Medi-cal	10/31/2015	Transfer from Other	Urgent	Medi-cal	07/23/2019	S82.301D
	Medicare Part A	10/01/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/10/2019	E87.1
	Medicare Part A	01/09/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/18/2019	I48.91
	Medicare Part A	08/04/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/14/2021	B95.61
	Medicare Part A	07/27/2018	Transfer from Other	Urgent	Medicare Part A	08/13/2018	I49.5
	Medi-cal	12/26/2014	Transfer from a Hospital	Urgent	Medi-cal	02/11/2018	I10
	Medi-cal	04/25/2022	Physician Referral	Elective	Medi-cal		G30.1
	Medicare Part A	07/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/20/2018	S82.855D
	Medicare Part A	02/15/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/10/2022	I69.354
	Medi-cal	05/17/2016	Transfer from a Hospital	Urgent	Medi-cal	01/04/2021	M84.40XD
	Medicare Part A	10/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/11/2019	M75.51
	Medicare Part A	04/24/2020	Transfer from a Hospital	Urgent	Medicare Part A	05/30/2020	I50.9
	Medicare Part A	12/02/2018	Transfer from a Hospital	Urgent	Medicare Part A	12/19/2018	
	Medicare Part A	07/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	08/10/2019	I63.531
	Medicare Part A	05/15/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/17/2021	M48.061
	Medi-cal	07/03/2019	Transfer from a Hospital	Urgent	Medi-cal		S72.002D
	Medicare Part A	04/05/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/11/2018	M87.851
	Medicare Part A	09/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/19/2019	S72.012D
	Medicare Part A	11/04/2022	Transfer from a Hospital	Urgent	Medicare Part A	11/27/2022	K91.30
	Medicare Part A	05/17/2022	Transfer from a Hospital	Urgent	Medicare Part A	05/20/2022	M10.9
	Medicare Part A	07/20/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	07/30/2022	Z48.811
	Medicare Part A	05/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/31/2018	N39.0
	Medi-cal	02/24/2021	Transfer from a Hospital	Urgent	Medi-cal	12/23/2021	I63.9
	Medicare Part A	01/18/2020	Transfer from a Hospital	Urgent	Medicare Part A	01/31/2020	Z48.812
	Medi-cal	02/25/2017	Transfer from a SNF	Elective	Medi-cal	01/27/2018	R13.12
	Medi-cal	08/06/2018	Transfer from a SNF	Urgent	Medi-cal	01/27/2019	I50.9
	Medicare Part A	08/01/2022	Transfer from a Hospital	Urgent	Medicare Part A	08/20/2022	S22.41XD
	Medicare Part A	12/26/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/14/2019	
	Medicare Part A	12/23/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/08/2020	L03.115
	Medicare Part A	06/26/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/12/2018	R53.1
	Medicare Part A	07/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/04/2021	G93.40
	Medi-cal	07/22/2020	Transfer from a Hospital	Elective	Medi-cal	10/27/2020	Z47.81
	Medicare Part A	01/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/27/2018	S72.144D
	Medi-cal	01/05/2020	Transfer from a Hospital	Urgent	Medi-cal	04/30/2020	A86
	Medi-cal	04/15/2022	Transfer from a Hospital	Elective	Medi-cal		I69.351
	Medicare Part A	09/13/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/16/2019	I50.20
	Medi-cal	10/27/2022	Transfer from a Hospital	Urgent	Medi-cal		I44.2

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	01/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	02/10/2018	I46.9
	Medi-cal	08/28/2020	Transfer from a SNF	Elective	Medi-cal	09/04/2020	U07.1
	Medicare Part A	08/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/20/2019	I38
	Medi-cal	01/23/2017	Transfer from a Hospital	Elective	Medi-cal	01/15/2018	I10
	Medicare Part A	08/03/2020	Transfer from a Hospital	Urgent	Medicare Part A	08/16/2020	U07.1
	Medi-cal	05/05/2021	Transfer from a Hospital	Urgent	Medi-cal	09/10/2021	J96.00
	Medicare Part A	10/14/2020	Transfer from a Hospital	Urgent	Medicare Part A	10/19/2020	R57.0
	Medicare Part A	06/17/2021	Transfer from a Hospital	Elective	Medicare Part A	06/29/2021	Z47.1
	Medicare Part A	02/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/22/2020	A41.9
	Medi-cal	08/28/2020	Transfer from a SNF	Elective	Medi-cal	09/03/2020	U07.1
	Medicare Part A	01/28/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/28/2020	A41.9
	Medicare Part A	11/28/2020	Transfer from a Hospital	Elective	Medicare Part A	12/08/2020	N17.9
	Medicare Part A	05/02/2018	Transfer from a Hospital	Elective	Medicare Part A	05/03/2018	M17.0
	Medicare Part A	07/22/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/05/2021	Z47.1
	Medicare Part A	09/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/04/2019	I26.99
	Medicare Part A	02/19/2021	Transfer from a Hospital	Urgent	Medicare Part A	03/25/2021	S72.001S
	Medicare Part A	01/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/23/2018	
	Medi-cal	02/05/2020	Transfer from a Hospital	Urgent	Medi-cal	02/23/2020	N39.0
	Medicare Part A	02/27/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/18/2020	Z47.89
	Medicare Part A	03/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/17/2018	S06.330D
	Medicare Part A	06/24/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/13/2021	S32.502D
	Medi-cal	03/11/2022	Transfer from a Hospital	Urgent	Medi-cal	08/27/2022	I50.9
	Medi-cal	08/22/2018	Transfer from a SNF	Elective	Medi-cal	11/14/2021	S72.92XD
	Medicare Part A	03/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/26/2018	S06.5X0D
	Medi-cal	06/14/2006	Transfer from Other	Elective	Medi-cal	09/22/2019	N31.9
	Medicare Part A	10/23/2021	Transfer from a Hospital	Elective	Medicare Part A	10/24/2021	N39.0
	Medi-cal	07/30/2022	Transfer from a Hospital	Elective	Medi-cal		U07.1
	Medicare Part A	04/02/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/14/2020	Z47.81
	Medicare Part A	07/08/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/18/2022	Z47.89
	Medi-cal	03/21/2018	Transfer from Other	Urgent	Medi-cal	07/03/2019	I67.9
	Medi-cal	08/29/2020	Transfer from a SNF	Elective	Medi-cal	09/08/2020	U07.1
	Medicare Part A	07/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/04/2018	I69.90
	Medicare Part A	06/22/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	07/06/2022	I61.9
	Medicare Part A	05/06/2022	Transfer from a Hospital	Elective	Medicare Part A	06/04/2022	Z47.81
	Medi-cal	09/21/2020	Transfer from Other	Information Not Avail	Medi-cal		F03.90
	Medi-cal	11/23/2020	Transfer from a SNF	Urgent	Medi-cal	11/30/2020	U07.1
	Medicare Part A	05/21/2021	Transfer from a Hospital	Urgent	Medicare Part A	06/10/2021	L03.115
	Medicare Part A	04/01/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/13/2018	S22.008G
	Medicare Part A	03/17/2022	Transfer from a Hospital	Urgent	Medicare Part A	04/04/2022	I63.9
	Medi-cal	01/29/2018	Transfer from a Hospital	Urgent	Medi-cal	01/08/2022	S72.402D
	Medicare Part A	10/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	11/02/2021	S32.010D
	Medicare Part A	08/03/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/04/2021	J96.00
	Medicare Part A	03/06/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/19/2020	I21.3
	Medicare Part A	12/22/2021	Transfer from a Hospital	Urgent	Medicare Part A	01/06/2022	G45.9
	Medi-cal	09/25/2019	Transfer from a Hospital	Urgent	Medi-cal	10/04/2019	Z47.1
	Medi-cal	11/12/2019	Transfer from a SNF	Elective	Medi-cal	01/09/2021	F01.50
	Medicare Part A	12/24/2019	Transfer from a Hospital	Urgent	Medicare Part A	01/07/2020	S32.9XXD
	Medicare Part A	07/22/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	07/30/2020	U07.1
	Medicare Part A	09/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/21/2021	J96.01
	Medicare Part A	09/07/2022	Transfer from a Hospital	Urgent	Medicare Part A	10/03/2022	K57.92
	Medicare Part A	12/03/2020	Transfer from a Hospital	Urgent	Medicare Part A	12/08/2020	I50.9
	Medicare Part A	03/15/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/31/2022	Z47.89
	Medicare Part A	02/20/2021	Transfer from a Hospital	Urgent	Medicare Part A	03/15/2021	S82.899E

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	06/03/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/12/2018	K29.71
	Medicare Part A	07/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	08/11/2021	Z47.89
	Medicare Part A	05/24/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/05/2020	N30.91
	Medicare Part A	12/21/2019	Transfer from a Hospital	Urgent	Medicare Part A	12/26/2019	I72.3
	Medicare Part A	03/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	04/23/2021	F19.921
	Medicare Part A	11/13/2020	Transfer from a Hospital	Elective	Medicare Part A	11/14/2020	S22.41XD
	Medicare Part A	06/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/29/2018	R13.10
	Medicare Part A	05/02/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/23/2018	R53.1
	Medicare Part A	07/14/2021	Transfer from a Hospital	Elective	Medicare Part A	07/28/2021	J18.9
	Medicare Part A	07/05/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/05/2021	R47.01
	Medicare Part A	11/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/24/2019	G45.9
	Medicare Part A	03/08/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/25/2022	Z47.1
	Medi-cal	09/06/2020	Information Not Available	Information Not Avail	Medi-cal	09/15/2020	U07.1
	Medicare Part A	09/09/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/24/2019	A41.9
	Medi-cal	04/10/2019	Transfer from a Hospital	Urgent	Medi-cal	06/25/2019	I63.40
	Medi-cal	04/13/2019	Transfer from a Hospital	Urgent	Medi-cal	06/25/2019	S82.302D
	Medicare Part A	07/08/2022	Transfer from a Hospital	Urgent	Medicare Part A	07/10/2022	I21.4
	Medicare Part A	10/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/17/2019	I50.9
	Medicare Part A	03/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/05/2019	S82.201D
	Medi-cal	08/28/2020	Transfer from a SNF	Elective	Medi-cal	09/03/2020	U07.1
	Medicare Part A	06/06/2020	Transfer from a Hospital	Urgent	Medicare Part A	06/23/2020	U07.1
	Medi-cal	04/12/2019	Transfer from a Hospital	Urgent	Medi-cal	03/23/2022	G45.9
	Medicare Part A	09/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	09/23/2022	I35.0
	Medicare Part A	09/11/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/27/2019	A41.9
	Medi-cal	06/04/2019	Transfer from a Hospital	Urgent	Medi-cal	09/07/2019	A41.89
	Medicare Part A	12/13/2021	Transfer from a Hospital	Urgent	Medicare Part A	12/24/2021	P91.60
	Medicare Part A	09/05/2020	Transfer from a Hospital	Information Not Avail	Medicare Part A	09/21/2020	Z47.89
	Medi-cal	06/22/2015	Transfer from Other	Elective	Medi-cal		I12.9
	Medicare Part A	10/08/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/18/2018	J18.9
	Medicare Part A	07/01/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/16/2021	I50.9
	Medicare Part A	05/10/2020	Transfer from a Hospital	Urgent	Medicare Part A	05/26/2020	N39.0
	Medi-cal	03/16/2018	Transfer from a Hospital	Urgent	Medi-cal	06/29/2018	R60.9
	Medicare Part A	09/24/2019	Transfer from a Hospital	Urgent	Medicare Part A	10/02/2019	I50.31
	Medicare Part A	05/01/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/03/2018	I50.9
	Medicare Part A	05/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/25/2018	M19.012
	Medicare Part A	08/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	08/03/2019	S82.101D
	Medi-cal	10/11/2020	Transfer from a Hospital	Information Not Avail	Medi-cal	11/30/2020	Z47.1
	Medicare Part A	02/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/02/2018	K75.81
	Medi-cal	05/11/2020	Transfer from a Hospital	Urgent	Medi-cal		S06.5X0D
	Medi-cal	03/20/2020	Transfer from a Hospital	Urgent	Medi-cal	07/20/2020	R07.9
	Medicare Part A	07/26/2019	Transfer from a Hospital	Urgent	Medicare Part A	08/02/2019	M97.01XD
	Medicare Part A	05/11/2020	Transfer from a Hospital	Urgent	Medicare Part A	05/27/2020	Z48.815
	Medicare Part A	03/15/2022	Transfer from a Hospital	Elective	Medicare Part A	03/28/2022	K81.0
	Medicare Part A	05/21/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/28/2021	S81.001D
	Medi-cal	08/06/2020	Transfer from a Hospital	Elective	Medi-cal	06/13/2021	Z47.81
	Medicare Part A	05/19/2021	Transfer from a Hospital	Urgent	Medicare Part A	05/27/2021	M70.62
	Medicare Part A	11/26/2018	Transfer from a Hospital	Urgent	Medicare Part A	12/12/2018	
	Medi-cal	10/15/2022	Transfer from a Hospital	Urgent	Medi-cal		Z47.1
	Medicare Part A	07/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/29/2019	Z47.33
	Medicare Part A	09/16/2020	Transfer from Other	Information Not Avail	Medicare Part A	10/02/2020	U07.1
	Medicare Part A	10/21/2019	Transfer from a Hospital	Urgent	Medicare Part A	11/03/2019	D68.9
	Medicare Part A	03/07/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	03/22/2022	I44.30
	Medicare Part A	11/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	12/01/2018	S22.42XD

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medi-cal	10/23/2020	Transfer from a Hospital	Elective	Medi-cal	11/23/2020	S92.332D
	Medi-cal	06/11/2020	Transfer from a Hospital	Urgent	Medi-cal		S32.10XD
	Medicare Part A	05/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	07/07/2019	S06.5X0D
	Medicare Part A	09/09/2019	Transfer from a Hospital	Urgent	Medicare Part A	09/24/2019	M54.5
	Medi-cal	07/17/2021	Transfer from a Hospital	Urgent	Medi-cal		S06.4X0D
	Medicare Part A	10/11/2022	Transfer from a Hospital	Urgent	Medicare Part A	10/27/2022	S42.252D
	Medicare Part A	05/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/05/2018	I48.2
	Medicare Part A	08/17/2022	Transfer from a Hospital	Urgent	Medicare Part A	09/02/2022	G98.8
	Medi-cal	09/25/2020	Transfer from a Hospital	Urgent	Medi-cal	12/22/2020	K92.2
	Medicare Part A	06/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	08/20/2020	U07.1
	Medi-cal	04/04/2019	Transfer from a Hospital	Urgent	Medi-cal	05/07/2019	L03.115
	Medicare Part A	04/08/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	04/22/2022	J44.1
	Medicare Part A	05/17/2022	Transfer from a Hospital	Elective	Medicare Part A	05/23/2022	Z47.1
	Medi-cal	05/05/2021	Transfer from a Hospital	Urgent	Medi-cal	07/11/2022	S12.000D
	Medicare Part A	03/02/2018	Transfer from a Hospital	Urgent	Medicare Part A	03/09/2018	E11.10
	Medi-cal	07/11/2022	Transfer from a Hospital	Elective	Medi-cal		G45.9
	Medicare Part A	09/09/2020	Transfer from a Hospital	Elective	Medicare Part A	09/25/2020	U07.1
	Medi-cal	09/06/2021	Transfer from a Hospital	Urgent	Medi-cal - BC OF CAL	09/26/2021	Z47.89
	Medicare Part A	04/26/2018	Transfer from a Hospital	Urgent	Medicare Part A	05/19/2018	K57.20
	Medicare Part A	06/28/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/08/2018	L89.152
	Medicare Part A	03/20/2019	Transfer from a Hospital	Urgent	Medicare Part A	04/03/2019	A41.9
	Medicare Part A	01/30/2021	Transfer from a Hospital	Elective	Medicare Part A	02/09/2021	D64.89
	Medicare Part A	09/29/2018	Transfer from a Hospital	Urgent	Medicare Part A	10/22/2018	N18.4
	Medi-cal	01/01/2020	Transfer from a Hospital	Urgent	Medi-cal	02/29/2020	M54.32
	Medi-cal	08/30/2017	Transfer from a Hospital	Urgent	Medi-cal		G47.9
	Medicare Part A	04/09/2018	Transfer from a Hospital	Urgent	Medicare Part A	04/24/2018	S72.92XD
	Medicare Part A	06/24/2022	Transfer from a Hospital	Information Not Avail	Medicare Part A	06/29/2022	G45.9
	Medi-cal	11/08/2019	Transfer from Other	Elective	Medi-cal	01/30/2020	I10
	Medicare Part A	12/03/2021	Transfer from a Hospital	Urgent	Medicare Part A	12/23/2021	Z47.89
	Medi-cal	08/30/2019	Transfer from Other	Urgent	Medi-cal	12/03/2022	G23.1
	Medi-cal	04/28/2021	Transfer from a Hospital	Urgent	Medi-cal	08/02/2021	J96.21
	Medi-cal	01/27/2021	Transfer from a Hospital	Urgent	Medi-cal		Z47.89
	Medicare Part A	03/02/2020	Transfer from a Hospital	Urgent	Medicare Part A	03/07/2020	S06.5X0D
	Medicare Part A	05/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	05/13/2019	S72.002D
	Medi-cal	09/06/2016	Transfer from Other	Elective	Medi-cal	03/08/2018	I63.9
	Medi-cal	04/15/2017	Transfer from a SNF	Elective	Medi-cal	07/09/2020	F03.90
	Medicare Part A	06/03/2018	Transfer from a Hospital	Urgent	Medicare Part A	06/19/2018	I48.0
	Medicare Part A	09/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	09/28/2018	S22.41XG
	Medicare Part A	11/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	12/07/2020	Z47.89
	Medicare Part A	05/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/03/2019	S06.6X1D
	Medi-cal	08/23/2019	Transfer from a SNF	Urgent	Medi-cal	10/28/2019	S42.302D
	Medi-cal	08/03/2022	Transfer from a Hospital	Urgent	Medi-cal		J91.0
	Medi-cal	10/23/2019	Transfer from Other	Urgent	Medi-cal	10/27/2021	K31.5
	Medi-cal	08/26/2020	Transfer from Other	Information Not Avail	Medi-cal	09/09/2020	U07.1
	Medicare Part A	12/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	01/08/2019	S72.8X2D
	Medicare Part A	05/07/2019	Transfer from a Hospital	Urgent	Medicare Part A	06/29/2019	M16.11
	Medicare Part A	02/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	02/12/2020	M54.5
	Medicare Part A	07/09/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/15/2021	G40.901
	Medicare Part A	08/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	08/21/2018	G93.40
	Medicare Part A	07/03/2021	Transfer from a Hospital	Urgent	Medicare Part A	07/20/2021	I21.3
	Medicare Part A	10/27/2020	Transfer from a Hospital	Urgent	Medicare Part A	12/05/2020	S92.302D
	Medicare Part A	04/01/2020	Transfer from a Hospital	Urgent	Medicare Part A	04/17/2020	Z47.1
	Medicare Part A	07/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	07/26/2018	J18.0

Resident Name	Payer Name	Admission Date	Admission Source	Admission Type	Current Census Pa	Discharge Date	Primary Diagnosis
	Medicare Part A	08/12/2021	Transfer from a Hospital	Urgent	Medicare Part A	09/17/2021	Z47.1
	Medicare Part A	02/04/2021	Transfer from a Hospital	Urgent	Medicare Part A	02/12/2021	Z47.81

User: CYNDI BOTICA ARM

## **SECTION 999.5(d)(5)(C)**

**3) Patient Census Data for Greenhaven dated March 23, 2023.**

**Please note that confidential patient information has been redacted.**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/01/B	Medi-cal
04/16/2021	Transfer from a Hospital	Elective		10362 ALDINGER WAY ELK GROVE, CA 95757	F03.91		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/01/B	Kaiser Senior
01/17/2019	Transfer from a Hospital	Urgent	01/22/2019	PO BOX 772 WALNUT GROVE, CA 95690	I69.920		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/09/B	Kaiser GMC
06/17/2018	Transfer from a Hospital	Urgent	06/24/2018	4350 GALBRATH DR #158 SACRAMENTO, CA 95842	R53.81		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/B	Kaiser Traditional
12/27/2017	Transfer from a Hospital	Urgent	01/08/2018	6220 ELDER CREEK RD SACRAMENTO, CA 95821	K92.2		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/07/A	Medi-cal
02/12/2019	Transfer from a Hospital	Urgent	04/08/2019	PO BOX 1802 ELK GROVE, CA 95759	S00.01XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/07/A	Other Hospice

**Resident Information Query**

Sort By Resident Name

08/04/2018    Transfer from a Hospital    Urgent    08/13/2020    9681 CRISTELLA CT ELK GROVE, CA 95757    Z51.5

**B/18/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/21/2019	Transfer from a Hospital	Urgent	07/02/2019	1080 LAKE FRONT DRIVE 736 SACRAMENTO, CA 95831	I61.9

**B/11/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/13/2018	Transfer from a Hospital	Urgent	05/25/2018	8762 GOLDEN ROSE WAY SACRAMENTO, CA 95828	F10.239

**C/02/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/21/2019	Transfer from a Hospital	Elective	02/28/2019	8821 KOTO DR ELK GROVE, CA 95624	I69.30

**C/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/18/2018	Transfer from a Hospital	Urgent	06/02/2018	798 ARDEN WAY SACRAMENTO, CA 95815	S72.141D

**C/12/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/03/2017	Transfer from a Hospital	Urgent	08/08/2019	2524 57TH AVENUE SACRAMENTO, CA 95822	F03.90

**B/19/A**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/14/2018	Transfer from a Hospital	Urgent	06/20/2018	18941 NUGGET WAY PLYMOUTH, CA 95669	S06.360D

**B/17/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/03/2021	Transfer from a Hospital	Urgent	07/19/2021	6304 Vilamoura Way Elk Grove, CA 95757	R55

**B/17/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/03/2021	Transfer from a Hospital	Urgent	05/11/2021	1715 CREEKSIDE DR # 104 Folsom, CA 95630	T84.54XA

**B/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/06/2019	Transfer from a Hospital	Urgent	08/17/2019	600 I STREET SACRAMENTO, CA 95814	Z47.1

**B/18/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/07/2022	Transfer from a Hospital	Urgent	10/08/2022	1569 Harvest Creek Street Manteca, CA 95336	G06.1

**B/03/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/18/2022	Transfer from a Hospital	Urgent	11/28/2022	1616 Vermont Avenue West Sacramento, CA 95691	I69.30

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/15/A	PDPM MANAGED CARE
07/09/2021	Transfer from a Hospital	Urgent	08/20/2021	10895 Freeman Road Wilton, CA 95693	L03.115		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/03/B	Medi-cal
11/24/2017	Transfer from a Hospital	Urgent	02/15/2018	3640 TOLENAS CT SACRAMENTO, CA 95864	S12.100D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	PR
08/31/2021	Transfer from a Hospital	Urgent	09/22/2021	1421 15th Street Sacramento, CA 95814	D62		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/A	PDPM MANAGED CARE
02/20/2022	Transfer from a Hospital	Urgent	03/06/2022	10609 BECLAN DR RANCHO CORDOVA, CA 95670	N20.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/A	PDPM MANAGED CARE
07/31/2021	Transfer from a Hospital	Urgent	08/16/2021	765 Santa Rita Way Sacramento, CA 95864	J44.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/04/A	Kaiser GMC

**Resident Information Query**

Sort By Resident Name

08/30/2021    Transfer from a Hospital    Urgent    10/20/2021    6473 Creek Centre DRIVE Sacramento, CA 95823    S31.30XS

**B/17/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/12/2021    Transfer from a Hospital    Urgent    05/21/2021    7028 WOODBINE AVENUE SACRAMENTO, CA 95822    A41.51

**B/04/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/25/2018    Transfer from a Hospital    Urgent    01/06/2019    7576 DELTA POINTE WAY SACRAMENTO, CA 95823    K75.0

**B/13/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/08/2019    Transfer from a Hospital    Urgent    01/21/2019    200 SILVERBEND WAY #127 AUBURN, CA 95603    M84.459D

**B/10/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/04/2021    Transfer from a Hospital    Urgent    11/12/2021    1700 Ferran Avenue Sacramento, CA 95832    S82.832D

**C/17/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/16/2018    Transfer from a Hospital    Urgent    05/16/2018    5138 WORCESTER WAY ELK GROVE, CA 95758    R53.81

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/13/2019	Transfer from a Hospital	Urgent	07/26/2019	5565 HERITAGE DRIVE IONE, CA 95640	150.30

**B/07/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/21/2019	Transfer from a Hospital	Urgent	08/10/2019	8804 FONTANA COURT ELK GROVE, CA 95624	Z47.89

**B/08/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/19/2019	Transfer from a Hospital	Urgent	05/03/2019	19 OCEANFRONT CT SACRAMENTO, CA 95831	Z47.1

**B/03/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/04/2018	Transfer from a Hospital	Urgent	05/19/2018	9103 GENERATIONS DRIVE ELK GROVE, CA 95758	S72.002D

**B/05/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/23/2021	Transfer from a Hospital	Urgent	11/06/2021	4411 Orinda Way Sacramento, CA 95820	S82.431D

**B/13/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**D/10/A**

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

01/27/2019      Transfer from a Hospital      Urgent      10510 BRUCEVILLE ROAD ELK GROVE, CA 95757      M62.262

**B/02/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/30/2019	Transfer from a Hospital	Urgent	11/19/2019	215 VALLEY OAK LANE #1071 WEST SACRAMENTO, CA 95691	A41.01

**B/18/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/02/2019	Transfer from a Hospital	Urgent	12/13/2019	410 SAFFLOWER PLACE WEST SACRAMENTO, CA 95691	K72.90

**B/07/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/03/2018	Transfer from a Hospital	Urgent	12/15/2018	6025 DIAS AVENUE SPACE 116 SACRAMENTO, CA 95824	M86.171

**B/17/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/31/2018	Transfer from a Hospital	Urgent	02/01/2018	1800 POTRERO WAY SACRAMENTO, CA 95822	R53.1

**B/12/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

01/21/2022    Transfer from a Hospital    Urgent    02/05/2022    205 WHISPERING PINES DRIVE RANCHO CORDOVA, CA 95670    M97.01XD

**B/14/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/22/2022    Transfer from a Hospital    Urgent    12/28/2022    164 Robles Way Vallejo, CA 94591    M00.862

**B/13/B**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/16/2018    Transfer from a Hospital    Urgent    11/27/2018    6253 STAGECOACH DR SACRAMENTO, CA 95842    L03.112

**B/18/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/17/2018    Transfer from a Hospital    Urgent    10/20/2018    8575 EL CIELITO COURT ELK GROVE, CA 95624    M00.812

**B/13/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/21/2018    Transfer from a Hospital    Urgent    09/28/2018    8575 EL CIELITO CT ELK GROVE, CA 95624    K29.01

**B/16/B**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/22/2017    Transfer from a Hospital    Urgent    01/05/2018    6933 FORMAN WAY SACRAMENTO, CA 95828    S72.451D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/A	Medicare Part A
03/15/2020	Transfer from a Hospital	Urgent	03/28/2020	2870 33 RD AVENUE SACRAMENTO, CA 95824	S62.344D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/A	Kaiser Senior
08/22/2020	Transfer from a Hospital	Urgent	09/05/2020	8218 GARDENSIDE CT SACRAMENTO, CA 95829	S72.142D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	PDPM MANAGED CARE
07/31/2021	Transfer from a Hospital	Urgent	08/30/2021	9418 Rancheria Drive Wilton, CA 95693	L02.511		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/B	Kaiser Senior
08/26/2019	Transfer from a Hospital	Urgent	09/07/2019	9 SPRAY COURT SACRAMENTO, CA 95831	J43.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/A	Kaiser GMC
06/03/2019	Transfer from a Hospital	Urgent	06/14/2019	3412 LOGGERHEAD WAY SACRAMENTO, CA 95834	J18.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/B	Kaiser Senior





**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/20/2018	Transfer from a Hospital	Urgent	05/05/2018	3841 JST. SACRAMENTO, CA 95819	M25.551	
						<b>B/01/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/08/2020	Transfer from a Hospital	Urgent	04/28/2020	1330 42ND AVE SACRAMENTO, CA 95822	S72.002D	
						<b>B/14/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/10/2018	Transfer from a Hospital	Urgent	10/26/2018	7210 SERTA CT ELK GROVE, CA 95757	N39.0	
						<b>B/13/B Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/14/2019	Transfer from a Hospital	Urgent	05/29/2019	7548 GREENHAVEN DR #112 SACRAMENTO, CA 95831	S82.422D	
						<b>C/17/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/15/2018	Clinic Referral	Urgent	06/01/2018	5910 68TH ST SACRAMENTO, CA 95824	C18.0	
						<b>B/04/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/02/2019	Transfer from a Hospital	Urgent	07/12/2019	8862 GARRISON COURT ELK GROVE, CA 95624	150.20	
						<b>B/08/A PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/18/2021	Transfer from a Hospital	Urgent	05/05/2021	9575 Castledale Court Elk Grove, CA 95758	I63.412
					<b>B/19/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/03/2019	Transfer from a Hospital	Urgent	05/23/2019	9437 N KEIFER SACRAMENTO, CA 95826	S32.302S
					<b>B/08/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/23/2019	Transfer from a Hospital	Urgent	07/02/2019	339 LOUIE AVENUE LODI, CA 95240	Z47.89
					<b>B/17/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/12/2018	Transfer from a Hospital	Urgent	03/30/2018	431 CHAPARRAL WAY WEST SACRAMENTO, CA 95691	I61.9
					<b>B/05/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/18/2018	Transfer from a Hospital	Urgent	05/30/2018	12742 WALDO RD GALT, CA 95632	M46.26
					<b>B/12/B</b>
					<b>PR</b>

**Resident Information Query**

Sort By Resident Name

08/04/2021	Transfer from a Hospital	Urgent	08/27/2021	6778 Park Riviera Way Sacramento, CA 95831	L03.115	
						<b>B/19/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/06/2021	Transfer from a Hospital	Urgent	05/16/2021	2166 54th Avenue Sacramento, CA 95822	A41.9	
						<b>B/14/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/14/2020	Transfer from a Hospital	Urgent	02/05/2020	11600 BORDEN RD GALT, CA 95632	M80.022D	
						<b>A/03/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/20/2019	Transfer from a Hospital	Urgent	10/22/2020	4705 MOORPARK WAY SACRAMENTO, CA 95842	Z48.812	
						<b>B/07/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/14/2020	Transfer from a Hospital	Urgent	02/21/2020	4971 44TH STREET SACRAMENTO, CA 95820	D01.40	
						<b>B/10/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/14/2019	Transfer from a Hospital	Urgent	05/17/2019	1830 W ARMSTRONG RD LODI, CA 95242	M25.562	

**Resident Information Query**

Sort By Resident Name

				<b>B/15/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/22/2022	Transfer from a Hospital	Urgent	09/20/2022	2169 47th Avenue Sacramento, CA 95822	Z47.81	

				<b>B/12/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/25/2022	Transfer from a Hospital	Urgent	11/08/2022	5785 Voorhies Court Plymouth, CA 95669	I50.31	

				<b>B/16/B</b>		<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/07/2018	Transfer from a Hospital	Urgent	06/23/2018	765 STILL BREEZE WAY SACRAMENTO, CA 95831	S82.92XB	

				<b>B/13/B</b>		<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/28/2018	Transfer from a Hospital	Urgent	09/05/2018	9045 TAVERNOR RD WILTON, CA 95693	M41.9	

				<b>A/11/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/31/2022	Transfer from a Hospital	Urgent	10/09/2022	7809 Whispering Palms Drive Sacramento, CA 95823	S42.202D	

				<b>B/12/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

05/21/2018    Transfer from a Hospital    Urgent    06/11/2018    5191 64TH STREET SACRAMENTO, CA 95820    J69.0

**A/03/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/02/2017	Transfer from a Hospital	Urgent	04/06/2022	6060 GLORIA DR. # 7 SACRAMENTO, CA 95822	I63.9

**C/07/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/07/2019	Transfer from a Hospital	Urgent	05/29/2019	6236 DONNELLY LANE SACRAMENTO, CA 95824	Z47.1

**B/12/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/16/2021	Transfer from a Hospital	Urgent	11/29/2021	7079 Remo Way Sacramento, CA 95822	I50.33

**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/07/2019	Transfer from a Hospital	Urgent	02/21/2019	8433 CITADEL WAY SACRAMENTO, CA 95826	R41.82

**B/01/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/27/2017	Transfer from a Hospital	Urgent	03/19/2018	3311 ELITE DR SACRAMENTO, CA 95823	M54.9

**B/03/B**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/19/2021	Transfer from a Hospital	Urgent	11/22/2021	6915 Elk Grove Boulevard Elk Grove, CA 95758	S82.842D
					<b>B/08/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/20/2019	Transfer from a Hospital	Urgent	11/25/2019	9200 HOLLAND AVE DURHAM, CA 95938	I67.4
					<b>B/15/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/07/2019	Transfer from a Hospital	Urgent	02/22/2019	7616 EAST PARKWAY SACRAMENTO, CA 95823	M54.6
					<b>B/04/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2018	Transfer from a Hospital	Urgent	01/25/2018	5111 FREDERICKSBU RG WAY SACRAMENTO, CA 95835	I69.351
					<b>B/04/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/06/2022	Transfer from a Hospital	Urgent	04/11/2022	456 Nugget Drive Folsom, CA 95630	A41.9
					<b>B/11/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

03/29/2021    Transfer from a Hospital    Urgent    04/12/2021    1920 DEVON AVE WEST SACRAMENTO, CA 95691    S32.030D

**B/11/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/18/2022    Transfer from a Hospital    Urgent    03/03/2022    10 BLUESTONE CT. SACRAMENTO, CA 95824    S42.201D

**B/19/B**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/03/2019    Transfer from a Hospital    Urgent    06/09/2019    803 LAKE FRONT DRIVE SACRAMENTO, CA 95831    I21.4

**B/11/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/16/2021    Transfer from a Hospital    Urgent    01/20/2021    1301 EL CAMINO AVENUE SPACE #47 SACRAMENTO, CA 95815    I50.9

**B/02/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/19/2022    Transfer from a Hospital    Urgent    02/02/2022    14908 Muller Road Plymouth, CA 95669    S22.080D

**B/01/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/16/2018    Transfer from a Hospital    Urgent    11/21/2018    6915 ELK GROVE BLVD #148 A SACRAMENTO, CA 95758    I48.91

**Resident Information Query**

Sort By Resident Name

				<b>B/13/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/02/2018	Transfer from a Hospital	Urgent	02/26/2018	8960 MACKEY ROAD ELK GROVE, CA 95624	N17.9	

				<b>B/01/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/17/2020	Transfer from a Hospital	Urgent	02/28/2020	4205 40TH AVE SACRAMENTO, CA 95824	G52.7	

				<b>B/12/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/25/2019	Transfer from a Hospital	Urgent	06/05/2019	2163 55TH AVENUE SACFRAMENTO, CA 95822	L03.115	

				<b>B/08/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/28/2020	Transfer from a Hospital	Urgent	03/02/2020	72 SOUTHLITE CIRCLE SACRAMENTO, CA 95831	B57.42	

				<b>B/09/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/14/2019	Transfer from a Hospital	Urgent	08/25/2019	1824 63RD AVENUE SACRAMENTO, CA 95822	M80.051D	

				<b>D/06/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/17/2018	Transfer from a Hospital	Urgent	06/01/2019	7548 MAPLE LEAF LANE SACRAMENTO, CA 95828	I48.91	



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/B	Kaiser Senior
09/17/2019	Transfer from a Hospital	Urgent	10/02/2019	6254 66TH AVENUE SACRAMENTO, CA 95823	I50.33		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/A	Medicare Part A
09/07/2021	Transfer from a Hospital	Urgent	09/18/2021	9967 Caldon Way Elk Grove, CA 95757	S72.002D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/B	Kaiser Hospice
07/26/2021	Transfer from Other	Elective	07/30/2021	4130 ARMADALE WAY SACRAMENTO, CA 95823	Z51.5		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/B	Kaiser Traditional
01/29/2020	Transfer from a Hospital	Urgent	02/13/2020	2141 2ND AVE APT B SACRAMENTO, CA 95818	C67.2		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/05/A	Kaiser Senior
06/01/2018	Transfer from a Hospital	Urgent	06/11/2018	6311 BONANZA DRIVE SACRAMENTO, CA 95842	E87.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/04/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

11/23/2022    Transfer from a Hospital    Urgent    12/01/2022    1697 Bridgecreek Drive Sacramento, CA 95833    115.8

**B/17/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/13/2018	Transfer from a Hospital	Urgent	02/03/2018	6298 OAK RIDGE WAY SACRAMENTO, CA 95831	S12.300D

**B/10/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/12/2021	Transfer from a Hospital	Urgent	06/24/2021	4571 BARBEE WAY SACRAMENTO, CA 95823	R55

**B/11/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/29/2022	Transfer from a Hospital	Urgent	08/13/2022	2736 52nd Avenue Sacramento, CA 95822	J44.1

**B/15/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/12/2020	Transfer from a Hospital	Urgent	02/25/2020	10530 COLOMA RD RANCHO CORDOVA, CA 95670	Z48.815

**C/02/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/24/2018	Transfer from a Hospital	Urgent	08/16/2018	10479 CORFU DRIVE ELK GROVE, CA 95624	Z51.5

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/30/2019	Transfer from a Hospital	Urgent	08/16/2019	3727 17TH AVE SACRAMENTO, CA 95820	I87.333	<b>B/06/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/11/2019	Transfer from Other	Urgent	10/24/2019	1047 47TH STREET SACRAMENTO, CA 95819	J44.1	<b>B/02/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/06/2015	Transfer from a Hospital	Urgent	02/17/2018	4631 IOWA AVENUE SACRAMENTO, CA 95824	R53.1	<b>A/06/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/17/2020	Transfer from a Hospital	Urgent	03/31/2020	5201 LAGUNA OAKS DRIVE APT #103 ELK GROVE, CA 95758	J44.1	<b>B/15/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/16/2021	Transfer from a Hospital	Urgent	03/28/2021	283 BREWSTER AVE Sacramento, CA 95831	D64.9	<b>B/15/B Kaiser GMC</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/07/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

11/04/2018 Transfer from a Hospital Urgent 11/12/2018 PO BOX #2 HOOD, CA 95639 M25.552

**B/18/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/20/2019	Transfer from a Hospital	Urgent	06/02/2019	3504 19TH AVENUE SACRAMENTO, CA 95820	150.33

**B/18/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/30/2018	Transfer from a Hospital	Urgent	01/16/2019	7633 MANORCREST WAY SACRAMENTO, CA 95832	147.1

**B/07/A Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/30/2019	Transfer from a Hospital	Urgent	11/11/2019	6497 VALLEY HIGH DR #1 SACRAMENTO, CA 95823	Z47.1

**B/19/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/28/2019	Transfer from a Hospital	Urgent	01/04/2020	8324 STEVENSON AVE SACRAMENTO, CA 95828	Z48.812

**B/11/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/06/2018	Transfer from a Hospital	Urgent	09/20/2018	4275 EL CENTRO RD #1412 SACRAMENTO, CA 95834	R29.6

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/13/2019	Transfer from a Hospital	Urgent	09/24/2019	2121 5TH AVENUE SACRAMENTO, CA 95822	M25.551	<b>B/13/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/04/2020	Transfer from a Hospital	Urgent	07/05/2020	2501 45TH AVENUE APT #2 SACRAMENTO, CA 95822	Z47.1	<b>B/14/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/25/2022	Transfer from a Hospital	Urgent		3830 STILLMAN PARK CIR SACRAMENTO, CA 95824	Z51.5	<b>A/12/B Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/11/2019	Transfer from a Hospital	Urgent	07/25/2019	8822 STARFALL WAY ELK GROVE, CA 95624	Z47.1	<b>B/11/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/12/2022	Transfer from a Hospital	Urgent	04/16/2022	7675 Laurie Way Sacramento, CA 95832	R55	<b>B/10/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/12/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

07/08/2018	Transfer from a Hospital	Urgent	07/27/2018	7469 CIRCLE PARKWAY SACRAMENTO, CA 95823	M86.9	
						<b>B/11/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/15/2021	Transfer from a Hospital	Urgent	04/23/2021	759 CLIPPER WAY SACRAMENTO, CA 95831	I61.9	
						<b>B/13/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/26/2022	Transfer from a Hospital	Urgent	08/16/2022	3510 Martin Luther King Junior Boulevard Sacramento, CA 95817	S72.002D	
						<b>A/03/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/01/2018	Transfer from a Hospital	Urgent	08/01/2018	P. O BOX 816 LODI, CA 95241	I63.9	
						<b>B/17/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/21/2019	Transfer from a Hospital	Urgent	09/27/2019	7644 CHATSWORTH CIRCLE ELK GROVE, CA 95757	J18.9	
						<b>B/10/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/30/2019	Transfer from a Hospital	Urgent	09/17/2019	7458 LABRANZA DRIVE RANCHO MURIETA, CA 95683	Z47.89	

**Resident Information Query**

Sort By Resident Name

						<b>B/06/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
02/15/2018	Transfer from a Hospital	Urgent	03/02/2018	2436 39TH AVE SACRAMENTO, CA 95822	R79.89		

						<b>B/12/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
02/29/2020	Transfer from a Hospital	Urgent	03/09/2020	8528 DEODAR CREST COURT ELK GROVE, CA 95624	C18.0		

						<b>A/16/A</b>	<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
08/10/2021	Transfer from a Hospital	Elective	09/09/2021	PO BOX 427 GILROY, CA 95021	Z51.5		

						<b>B/14/A</b>	<b>BS OF CALIFORNIA</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
11/16/2018	Transfer from a Hospital	Urgent	12/14/2018	849 SENIOR WAY SACRAMENTO, CA 95831	J96.01		

						<b>B/17/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
02/24/2020	Transfer from a Hospital	Urgent	03/26/2020	272 GROUSE DR GALT, CA 95632	D50.0		

						<b>B/15/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
07/27/2021	Transfer from a Hospital	Urgent	08/07/2021	6597 Lindbrook Way Sacramento, CA 95823	I73.9		

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/29/2018	Transfer from a Hospital	Urgent	12/20/2019	635 RIVERCREST DRIVE SACRAMENTO, CA 95831	F03.90	<b>A/09/A Kaiser Hospice</b>
10/05/2022	Transfer from a Hospital	Urgent	10/27/2022	3415 MAYHU RD APT 4 SACRAMENTO, CA 95827	S72.001D	<b>B/13/B Medi-cal</b>
04/19/2021	Transfer from a Hospital	Urgent	04/30/2021	3239 Point Pleasant Road Elk Grove, CA 95757	N39.0	<b>B/12/A Medicare Part A</b>
08/15/2018	Transfer from a Hospital	Urgent	09/03/2018	3865 J STREET APT. 209 SACRAMENTO, CA 95816	N39.0	<b>B/15/A Medicare Part A</b>
10/03/2019	Transfer from a Hospital	Urgent	10/17/2019	2850 ROCKAWAY LANE SACRAMENTO, CA 95835	Z47.89	<b>B/10/B Kaiser Senior</b>
						<b>B/16/A Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

02/14/2018	Physician Referral	Urgent	03/02/2018	2588 MILLSCREEK DR #41 SACRAMENTO, CA 95833	163.9	
						<b>B/15/A</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/07/2021	Transfer from a Hospital	Urgent	02/03/2022	9444 HARBOUR POINT 49 ELK GROVE, CA 95758	S22.059D	
						<b>B/12/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/26/2019	Transfer from a Hospital	Urgent	07/11/2019	9943 OBSIDIAN WAY SACRAMENTO, CA 95829	Z47.89	
						<b>B/04/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/14/2018	Transfer from a Hospital	Urgent	06/28/2018	5440 CYPRESS AVENUE CARMICHAEL, CA 95608	M25.552	
						<b>C/18/A</b>
						<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/19/2021	Transfer from a Hospital	Urgent		7305 Bold Lane Sacramento, CA 95823	169.30	
						<b>B/11/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/23/2019	Transfer from a Hospital	Urgent	08/09/2019	2160 36TH ST SACRAMENTO, CA 95817	M43.23	
						<b>B/10/A</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

01/26/2019    Transfer from a Hospital    Urgent    02/13/2019    6350 RIVERSIDE BLVD SACRAMENTO, CA 95831    G45.9

**B/18/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/15/2019    Transfer from a Hospital    Urgent    11/01/2019    12719 QUINCE LANE UNIT A WILTON, CA 95693    G45.9

**B/18/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/04/2019    Transfer from a Hospital    Urgent    11/16/2019    1206 BURROWS STREET WEST SACRAMENTO, CA 95605    S32.412D

**B/11/A    Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/18/2020    Transfer from a Hospital    Urgent    10/26/2020    7032 PIPPIN WAY CITRUS HEIGHTS, CA 95621    L03.116

**B/11/A    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/05/2018    Transfer from a Hospital    Urgent    06/20/2018    14768 CARDOZA COURT RANCHO MURIETA, CA 95683    S72.001D

**B/06/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

**Resident Information Query**

Sort By Resident Name

10/24/2019    Transfer from a Hospital    Urgent    11/07/2019    9947 KENNET WAY  
ELK GROVE, CA 95757    Z98.890

**B/11/B**

**BS OF CALIFORNIA**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/28/2018    Transfer from a Hospital    Urgent    05/07/2018    8685 RIVER ROAD  
SACRAMENTO, CA 95832    A49.01

**B/05/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/04/2018    Transfer from a Hospital    Urgent    02/20/2018    8194 POWER INN RD #104  
SACRAMENTO, CA 95828    J96.11

**B/15/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/17/2022    Transfer from a Hospital    Elective    07/02/2022    10270 EAST TARON DR APT  
291 ELK GROVE, CA 95757    I50.23

**B/08/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/28/2018    Transfer from a Hospital    Urgent    07/12/2018    9554 BROWN BEAR CT  
ELK GROVE, CA 95757    Z47.2

**B/15/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/14/2019    Transfer from a Hospital    Urgent    06/14/2019    6050 SOUTH LAND PARK  
SACRAMENTO, CA 95822    N17.9

**B/03/A**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/22/2019	Transfer from a Hospital	Urgent	01/03/2020	519 HEATH DRIVE IONE, CA 95640	J44.1  <b>B/01/A</b>
					<b>Kaiser Senior</b>
03/07/2019	Transfer from a Hospital	Urgent	03/19/2019	1424 ARVILLA DR SACRAMENTO, CA 95822	  <b>B/17/A</b>
					<b>PDPM MANAGED CARE</b>
02/04/2021	Transfer from a Hospital	Urgent	02/15/2021	8820 LAGUNA STAR DRIVE ELK GROVE, CA 95758	N39.0  <b>B/10/A</b>
					<b>PDPM MANAGED CARE</b>
03/20/2021	Transfer from a Hospital	Urgent	03/28/2021	975 LAKE PARK AVENUE #132 GALT, CA 95632	S72.451D  <b>B/10/A</b>
					<b>PDPM MANAGED CARE</b>
10/01/2020	Transfer from a Hospital	Urgent	11/01/2020	4230 FLORAL DRIVE # 80A Sacramento, CA 95834	S22.041D  <b>C/08/A</b>
					<b>Medi-cal</b>
11/19/2019	Transfer from a Hospital	Urgent	11/30/2019	415 P STREET #413 SACRAMENTO, CA 95814	S62.101D  <b>B/03/B</b>
					<b>Kaiser Senior</b>
					<b>A/10/B</b>
					<b>Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/26/2017	Transfer from a Hospital	Urgent	01/23/2018	2200 COROVAL DR SACRAMENTO, CA 95833	K92.2

**B/03/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/04/2022	Transfer from a Hospital	Urgent	05/27/2022	5683 AMNEST WAY SACRAMENTO, CA 95835	I63.412

**B/01/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/17/2018	Transfer from a Hospital	Urgent	03/31/2018	136 CALLE MARIA ELK GROVE, CA 95624	I26.99

**B/12/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/22/2022	Transfer from a Hospital	Urgent	04/09/2022	4911 Arbor Drive Sacramento, CA 95834	N39.0

**B/10/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/16/2018	Transfer from a Hospital	Urgent	03/27/2018	7735 STOCKTON BLVD #111 SACRAMENTO, CA 95823	Z90.13

**B/07/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/08/2019	Transfer from a Hospital	Urgent	10/19/2019	1331 35TH AVE SACRAMENTO, CA 95822	J18.0

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/08/2018	Transfer from a Hospital	Urgent	12/23/2018	7458 PERMAR ST SACRAMENTO, CA 95822	S72.001D	<b>B/04/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/07/2019	Transfer from a Hospital	Urgent	07/18/2019	7008 BRIGGS DRIVE SACRAMENTO, CA 95828	J96.10	<b>B/16/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/03/2019	Transfer from a Hospital	Urgent	05/06/2019	8645 SHELDON RD ELK GROVE, CA 95624	S72.002S	<b>B/15/A Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/13/2021	Transfer from a Hospital	Urgent	04/14/2021	2208 E Street Sacramento, CA 95816	N39.0	<b>B/16/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/20/2019	Transfer from a Hospital	Urgent	02/01/2019	600 LOS LUNAS WAY SACRAMENTO, CA 95833	L97.529	<b>B/12/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/07/2018	Transfer from a Hospital	Urgent	02/28/2018	4897 TORONTO WAY SACRAMENTO, CA 95820	R62.7	<b>B/02/A Kaiser Senior</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/21/2022	Transfer from a Hospital	Urgent	09/05/2022	645 Willard Drive Apt 261 Folsom, CA 95630	S32.592D	<b>B/14/B</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/06/2022	Transfer from a SNF	Urgent	09/24/2022	804 Fremont Boulevard West Sacramento, CA 95605	S32.010D	<b>B/19/B</b> <b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/17/2018	Transfer from a Hospital	Urgent	09/02/2018	7680 RIVER RANCH WAY SACRAMENTO, CA 95831	I63.411	<b>B/11/B</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/19/2021	Transfer from a Hospital	Urgent	09/24/2021	8190 Power Inn Road Sacramento, CA 95828	G93.41	<b>B/09/B</b> <b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/20/2020	Transfer from a Hospital	Urgent	03/07/2020	521 WILSON AVE #4 SACRAMENTO, CA 95833		<b>B/10/B</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/09/A</b> <b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

12/27/2019    Transfer from a Hospital    Urgent    01/03/2020    10369 SPIVA RD  
SACRAMENTO, CA 95829    S72.21XD

**B/05/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/03/2018    Transfer from a Hospital    Urgent    05/10/2018    8020 MAYBELLINE WAY  
SACRAMENTO, CA 95823    S72.141D

**B/02/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/02/2022    Transfer from a Hospital    Urgent    11/10/2022    9421 Vintage Port Way  
Sacramento, CA 95829    I63.9

**B/09/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/29/2019    Transfer from a Hospital    Urgent    07/12/2019    9131 BRIENNE WAY  
ELK GROVE, CA 95758    Z47.89

**B/18/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/17/2021    Transfer from a Hospital    Urgent    05/18/2021    2502 FAIR OAKS BLVD  
APT 37 SACRAMENTO, CA 95825    S13.4XXD

**B/14/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/12/2021    Transfer from a Hospital    Urgent    01/26/2021    3840 11TH AVE  
SACRAMENTO, CA 95817    J96.00

**B/11/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/30/2020	Transfer from a Hospital	Urgent	10/17/2020	8225 ZENITH DRIVE Citrus Heights, CA 95621	M17.0
					<b>B/06/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/26/2018	Transfer from a Hospital	Urgent	02/16/2018	1104 JOHNSON CT NEW MILFORD, NJ 07646	S72.92XD
					<b>B/08/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/18/2019	Transfer from a Hospital	Urgent	04/26/2019	2617EAST WINDRIM CT ELK GROVE, CA 95758	G65.0
					<b>B/13/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/27/2020	Transfer from a Hospital	Urgent	10/12/2020	1504 LAKEWOOD DRIVE WEST SACRAMENTO, CA 95691	S12.041D
					<b>B/07/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/13/2018	Transfer from a Hospital	Urgent	05/26/2018	9848 SUNDERLAND WAY ELK GROVE, CA 95757	R53.81
					<b>B/17/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/09/A	Kaiser Senior
11/10/2018	Transfer from a Hospital	Urgent	12/03/2018	PO BOX 99 CLEMENTS, CA 95227	L03.90		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Medicare Part A
07/13/2018	Transfer from a Hospital	Urgent	07/28/2018	3225 FREEPORT BLVD APT. 322 SACRAMENTO, CA 95818	G45.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/A	Kaiser Senior
03/20/2018	Transfer from a Hospital	Urgent	04/07/2018	7170 SNOWY BIRCH WAY SACRAMENTO, CA 95823	I63.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/02/B	Kaiser Senior
01/11/2018	Transfer from a Hospital	Urgent	01/30/2018	3341 MARINA COVE CIRCLE ELK GROVE, CA 95758	L03.116		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/05/A	PDPM MANAGED CARE
06/23/2021	Transfer from a Hospital	Urgent	06/23/2021	8004 Butte Avenue Sacramento, CA 95826	I50.43		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

03/07/2021    Transfer from a Hospital    Urgent    03/26/2021    9279 THOROUGHBRE D WAY ELK GROVE, CA 95624    L03.115

**B/19/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/07/2022	Transfer from a Hospital	Urgent	03/19/2022	7531 BELLINI WAY SACRAMENTO, CA 95828	I50.33
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**B/04/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/23/2019	Transfer from a Hospital	Urgent	01/11/2020	5901 LAGUNA RANCH CR SACRAMENTO, CA 95823	A40.3
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**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/14/2019	Transfer from a Hospital	Urgent	06/27/2019	4070 SIERRA VISTA AVE SACRAMENTO, CA 95820	E11.621
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**B/18/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/08/2022	Transfer from a Hospital	Urgent	07/17/2022	312 North Plumas Street Willows, CA 95988	I21.4
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**B/02/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/24/2019	Transfer from a Hospital	Urgent	05/11/2019	6000 SOUTH LAND PARK DR #107 SACRAMENTO, CA 95822	I69.351
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/16/2018	Transfer from a Hospital	Urgent	10/11/2018	2009 BUCKEYE DR WEST SACRAMENTO, CA 95691	J90	<b>B/09/A Kaiser Senior</b>
05/12/2020	Transfer from a Hospital	Elective	05/12/2020	6826 VILLA JUARES CIR SACRAMENTO, CA 95828	I61.9	<b>B/11/B Kaiser Senior</b>
05/29/2020	Transfer from a Hospital	Urgent	06/19/2020	1809 FINCH DR ROSEVILLE, CA 95661	S22.010D	<b>B/16/A Medicare Part A</b>
07/12/2022	Transfer from a Hospital	Urgent	07/27/2022	2108 Gerber Avenue Sacramento, CA 95817	S72.141D	<b>B/12/B PDPM MANAGED CARE</b>
10/03/2022	Transfer from a Hospital	Urgent		6240 MARTIN LUTHER KING JR #14 SACRAMENTO, CA 95824	I69.951	<b>A/13/A Medi-cal</b>
						<b>B/04/A Kaiser Senior</b>

## Resident Information Query

Sort By Resident Name

01/08/2020	Transfer from a Hospital	Urgent	01/22/2020	9564 SABRINA LANE APT 225 ELK GROVE, CA 95758	S22.0800
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**B/02/B****Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/20/2017	Transfer from a Hospital	Urgent	01/04/2018	7066 WILSHIRE CIRCLE SACRAMENTO, CA 95822	R53.1

**B/10/B****Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/21/2021	Transfer from a Hospital	Urgent	03/07/2021	6 ALAZAR COURT SACRAMENTO, CA 95835	M54.5

**B/15/A****PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/23/2022	Transfer from a Hospital	Urgent	09/25/2022	9005 WIMBLEY CT. ELK GROVE, CA 95624	K81.0

**B/01/A****Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/20/2020	Transfer from a Hospital	Urgent	12/09/2020	4808 TOMASINI WAY SACRAMENTO, CA 95823	M86.172

**D/03/B****Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/07/2021	Transfer from a Hospital	Urgent		1525 MERKLEY AVE # 205 WEST SACRAMENTO, CA 95691	R62.7

**Resident Information Query**

Sort By Resident Name

				<b>B/12/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/02/2019	Transfer from a Hospital	Urgent	06/28/2019	1 HIDEOUT COURT SACRAMENTO, CA 95831	I69.311	

				<b>B/01/A</b>		<b>BS OF CALIFORNIA</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/08/2018	Transfer from a Hospital	Urgent	03/01/2018	P.O. BOX 924 PLYMOUTH, CA 95669	R29.898	

				<b>B/19/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/14/2022	Transfer from a Hospital	Urgent	06/15/2022	6350 RIVERSIDE BLVD SACRAMENTO, CA 95831	I47.2	

				<b>B/12/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/26/2022	Transfer from a Hospital	Urgent	04/14/2022	7329 Barr Way Sacramento, CA 95831	I63.511	

				<b>C/13/A</b>		<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/27/2018	Transfer from a Hospital	Urgent	12/28/2018	2975 MUSKRAT WAY SACRAMENTO, CA 95834	L89.624	

				<b>B/08/A</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/08/2021	Transfer from a Hospital	Urgent	10/21/2021	6647 Valley Hi Drive APT. 107 Sacramento, CA 95823	Z48.812	



**Resident Information Query**

Sort By Resident Name

						<b>D/19/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/20/2018	Transfer from a SNF	Elective	03/21/2020	6350 RIVERSIDE BLVD APT. 337 SACRAMENTO, CA 95831	E11.628		
						<b>D/06/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/11/2016	Transfer from a Hospital	Urgent	10/21/2018	11 SEABROOK STREET SACRAMENTO, CA 95828	M62.81		
						<b>A/05/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/11/2021	Transfer from a Hospital	Urgent	09/30/2021	917 38TH STREET APT 17 SACRAMENTO, CA 95816	T81.31XD		
						<b>B/03/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
09/30/2018	Transfer from a Hospital	Urgent	10/12/2018	9564 SABRINA LANE ELK GROVE, CA 95757	K59.00		
						<b>B/03/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/02/2019	Transfer from a Hospital	Urgent	11/14/2019	2236 KEHOE AVENUE SAN MATEO, CA 94403	N18.3		
						<b>B/11/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

09/30/2020    Transfer from a Hospital    Urgent    10/14/2020    1715 CREEKSIDE DR APT 111 FOLSOM, CA 95630    S32.89XA

**C/02/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/10/2018	Transfer from a Hospital	Urgent	02/23/2018	9971 STABLE GATE RD. WILTON, CA 95693	L03.90

**B/08/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/26/2018	Transfer from a Hospital	Urgent	09/05/2018	2010 Butano Dr. Apt. 47 Sacramento, CA 95825	L03.90

**B/12/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/10/2019	Transfer from a Hospital	Urgent	07/27/2019	2711 14TH STREET SACRAMENTO, CA 95818	S02.109D

**B/06/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/15/2019	Transfer from a Hospital	Urgent	12/25/2019	6241 RIVERSIDE BLVD #211 SACRAMENTO, CA 95831	N39.0

**B/07/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/26/2019	Transfer from a Hospital	Urgent	10/23/2019	2826 DARWIN STREET B-6 SACRAMENTO, CA 95821	A41.9

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/25/2018	Transfer from a Hospital	Urgent	04/07/2018	5661 CARMELA WAY SACRAMENTO, CA 95822	M54.2	<b>B/04/B</b> <b>BS OF CALIFORNIA</b>
07/04/2018	Transfer from a Hospital	Urgent	07/29/2018	2825 HARBOUR VIEW LN ELK GROVE, CA 95758	R65.10	<b>B/19/A</b> <b>Kaiser Senior</b>
06/22/2019	Transfer from a Hospital	Urgent	07/12/2019	920 JOAN STREET WEST SACRAMENTO, CA 95605	M00.871	<b>B/07/A</b> <b>Medicare Part A</b>
05/15/2019	Transfer from a Hospital	Urgent	05/24/2019	6304 BURNS WAY SACRAMENTO, CA 95824	Z51.89	<b>B/14/B</b> <b>Kaiser Senior</b>
08/21/2018	Transfer from a Hospital	Urgent	08/26/2018	2600 LUNAR LANE APT # 2 SACRAMENTO, CA 95864	S72.22XD	<b>B/12/A</b> <b>Kaiser Senior</b>
						<b>B/07/B</b> <b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

12/14/2019    Transfer from a Hospital    Urgent    12/26/2019    3401 WALNUT AVE CARMICHAEL, CA 95608    J96.00

**B/15/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/17/2018	Transfer from a Hospital	Urgent	06/30/2018	3901 LAKE RD SPC 33 WEST SACRAMENTO, CA 95691	S32.009D

**B/11/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/09/2019	Transfer from a Hospital	Urgent	12/23/2019	8476 SHELDON RD #107 ELK GROVE, CA 95624	M84.352D

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/29/2021	Transfer from a Hospital	Urgent	05/18/2021	7087 Reichmuth Way Sacramento, CA 95831	Z47.81

**D/07/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/19/2017	Transfer from a Hospital	Elective	02/16/2018	7087 REICHMUTH WAY SACRAMENTO, CA 95831	N39.0

**B/11/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/11/2022	Transfer from a Hospital	Urgent	07/23/2022	9451 Secretariat Lane Elk Grove, CA 95624	M87.051

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/16/2020	Transfer from a Hospital	Urgent	10/31/2020	5757 CYPRESS AVE #159 CARMICHAEL, CA 95608	D64.9	<b>B/17/A PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/17/2019	Transfer from a Hospital	Urgent	06/28/2019	954 HAPPY CT APT A GALT, CA 95632		<b>B/09/A Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/13/2019	Transfer from a Hospital	Urgent	05/24/2019	1154 CEDAR TREE WAY SACRAMENTO, CA 95831	I50.41	<b>B/01/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/22/2019	Transfer from a Hospital	Urgent	05/08/2019	6320 GLORIA DRIVE #B SACRAMENTO, CA 95831	N18.6	<b>B/09/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/28/2022	Transfer from a Hospital	Urgent	11/16/2022	6865 Riverside Boulevard Sacramento, CA 95831	S72.002D	<b>B/03/A PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/14/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

10/03/2019    Transfer from a Hospital    Urgent    10/15/2019    1939 BONAVISTA WAY SACRAMENTO, CA 95832    150.23

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/13/2021	Transfer from a Hospital	Urgent	05/02/2021	4556 Forest Parkway Sacramento, CA 95823	S72.92XD

**B/06/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/25/2020	Transfer from a Hospital	Urgent	03/08/2020	7529 WINSCOTT WAY SACRAMENTO, CA 95822	N39.0

**B/11/B**

**Other Insurance**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/03/2022	Transfer from a Hospital	Urgent	03/13/2022	210 Groth Circle Sacramento, CA 95834	S82.842D

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2020	Transfer from a Hospital	Urgent	04/03/2020	4410 SHADY OAK WAY FAIR OAKS, CA 95628	J84.115

**B/16/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/25/2021	Transfer from a Hospital	Urgent	11/06/2021	6800 Woodbine Avenue Sacramento, CA 95822	150.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/23/2022	Transfer from a Hospital	Urgent	03/07/2022	2167 62ND AVENUE SACRAMENTO, CA 95822	D64.9	<b>B/18/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/11/2019	Transfer from a Hospital	Urgent	10/25/2019	14370 HIGHWAY 160 SPC 19 SACRAMENTO, CA 95824	S22.060D	<b>B/16/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/26/2021	Transfer from a Hospital	Urgent	09/01/2021	2009 Wakefield Way Sacramento, CA 95822	M15.0	<b>D/02/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/02/2020	Transfer from a Hospital	Urgent	01/07/2020	8609 ORISON COURT SACRAMENTO, CA 95624	150.23	<b>B/01/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/02/2020	Transfer from a Hospital	Urgent	06/23/2020	2 PEBBLE COURT SACRAMENTO, CA 95831	318.9	<b>B/10/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/18/B PR</b>

**Resident Information Query**

Sort By Resident Name

07/04/2018    Transfer from a Hospital    Urgent    07/11/2018    7400 CHANTILLY LANE SACRAMENTO, CA 95828    K85.90

**C/13/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/19/2022	Transfer from a Hospital	Elective		14 TRITON COURT SACRAMENTO, CA 95823	N18.6

**A/10/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/02/2022	Transfer from a Hospital	Urgent		3225 Freeport Boulevard #305 Sacramento, CA 95818	Z51.5

**B/17/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/15/2020	Transfer from a Hospital	Urgent	02/18/2020	10810 CALVINE ROAD SACRAMENTO, CA 95830	M00.811

**B/12/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/07/2020	Transfer from a Hospital	Urgent	04/24/2020	6832 CUNNINGHAM WAY SACRAMENTO, CA 95828	S72.141D

**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/05/2018	Transfer from a Hospital	Urgent	02/18/2018	579 ARCADE BLVD SACRAMENTO, CA 95815	S91.201D



**Resident Information Query**

Sort By Resident Name

						<b>B/18/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/15/2022	Transfer from a SNF	Urgent		6195 66th Avenue Apt 36 Sacramento, CA 95823	I69.354		

						<b>B/18/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/26/2019	Transfer from a Hospital	Urgent	12/10/2019	3225 FREEPORT BLVD #204 SACRAMENTO, CA 95818	S72.002D		

						<b>B/16/A</b>	<b>HealthNet</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/08/2019	Transfer from a Hospital	Urgent	01/08/2019	31 NORTHLITE CIRCLE SACRAMENTO, CA 95831	E87.1		

						<b>B/09/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/21/2018	Transfer from a Hospital	Urgent	01/05/2019	58 PARKLITE CIRCLE SACRAMENTO, CA 95831	S82.102D		

						<b>B/17/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/24/2022	Transfer from a Hospital	Urgent	04/04/2022	5649 Bonniemae Way Sacramento, CA 95824	S82.102D		

						<b>B/01/B</b>	<b>Kaiser Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

02/09/2018    Transfer from a Hospital    Urgent    02/19/2018    4005 W. WISE RD. LINCOLN, CA 95648    K92.2

**B/01/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/14/2018    Transfer from a Hospital    Urgent    08/28/2018    210 TOUCHSTONE PLACE WEAST SACRAMENTO, CA 95691    S72.001D

**B/18/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/27/2020    Transfer from a Hospital    Urgent    03/11/2020    2721 G STREET SACRAMENTO, CA 95816    S22.089D

**B/02/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/28/2020    Transfer from a Hospital    Urgent    03/21/2020    6612 SWENSON WAY SACRAMENTO, CA 95831    J44.1

**A/13/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/21/2020    Transfer from a Hospital    Urgent       4629 MARCONI AVENUE APT #106 SACRAMENTO, CA 95821    R54

**B/13/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/22/2018    Transfer from a Hospital    Urgent    04/03/2018    6042 JANSEN DR SACRAMENTO, CA 95824    S36.209D

**Resident Information Query**

Sort By Resident Name

						<b>B/12/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/21/2020	Transfer from a Hospital	Urgent	02/15/2020	95 TRISTAN CIRCLE SACRAMENTO, CA 95823	I69.351		

						<b>B/14/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/18/2018	Transfer from a Hospital	Urgent	01/28/2018	2808 WEISE WAY SACRAMETNO, CA 95833	E11.69		

						<b>B/13/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/23/2020	Transfer from a Hospital	Urgent	07/23/2020	7085 WILSHIRE CIRCLE Sacramento, CA 95822	Z48.812		

						<b>B/06/B</b>	<b>Kaiser Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/10/2021	Transfer from Other	Urgent	07/04/2021	4520 BERRENDO DRIVE SACRAMENTO, CA 95864	L89.156		

						<b>B/19/A</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/30/2021	Transfer from a Hospital	Urgent	01/12/2022	6350 RIVERSIDE BLVD. SACRAMENTO, CA 95831	J96.01		

						<b>B/10/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

02/15/2018    Transfer from a Hospital    Urgent    03/05/2018    2519 57TH AVENUE SACRAMENTO, CA 95822    J18.9

**B/14/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/25/2022    Transfer from a Hospital    Urgent    08/16/2022    5328 Planet Parkway Sacramento, CA 95823    N17.9

**B/11/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/05/2019    Transfer from a Hospital    Urgent    07/17/2019    5111 TELEGRAPH AVE #226 OAKLAND, CA 94609    J18.9

**B/02/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/10/2018    Transfer from a Hospital    Urgent    01/21/2019    8808 WILD DUCK CT ELK GROVE, CA 95624    R57.1

**B/15/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/04/2018    Transfer from a Hospital    Urgent    11/05/2018    2312 ARGENT COURT FOLSOM, CA 95630    I22.9

**B/13/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/28/2018    Transfer from a Hospital    Urgent    06/16/2018    7350 CIRCLE PARKWAY SACRAMENTO, CA 95823    N17.9

**B/07/B**

**PR**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/12/2021	Transfer from a Hospital	Urgent	06/01/2021	7686 GREENHAVEN DRIVE SACRAMENTO, CA 95831	S32.592D	
						<b>B/08/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/01/2021	Transfer from a Hospital	Urgent	05/13/2021	448 DEER RIVER WAY SACRAMENTO, CA 95831	I87.313	
						<b>B/16/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/03/2021	Transfer from a Hospital	Urgent	10/07/2021	10001 Geode Court Sacramento, CA 95829	Z47.81	
						<b>B/17/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/05/2021	Transfer from a Hospital	Urgent	01/24/2021	8181 FOLSOM BLVD.#258 SACRAMENTO, CA 95826	S42.201D	
						<b>B/08/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/02/2019	Transfer from a Hospital	Urgent	12/16/2019	8351 TRIAD CIRCLE SACRAMENTO, CA 95828	S82.872D	
						<b>B/10/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/26/2019	Transfer from a Hospital	Elective	10/09/2019	2142 ONEIL WAY SACRAMENTO, CA 95822	I22.2	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/10/2016	Transfer from a Hospital	Urgent	03/31/2018	4801 LAGUNA BLVD ELK GROVE, CA 95758	I34.0	<b>D/05/A</b> <b>Medi-cal</b>
12/01/2018	Transfer from a Hospital	Urgent	12/13/2018	5817 ORANGE AVE SACRAMENTO, CA 95823	I63.9	<b>B/18/B</b> <b>Kaiser Senior</b>
08/24/2018	Transfer from a Hospital	Urgent	11/23/2018	4700 23RD STREET SACRAMENTO, CA 95822	R41.82	<b>A/03/A</b> <b>Medi-cal</b>
03/28/2020	Transfer from a Hospital	Urgent	04/10/2020	2067 STOVER WAY SACRAMENTO, CA 95822	Z48.817	<b>B/14/B</b> <b>Kaiser Senior</b>
12/15/2021	Transfer from a Hospital	Urgent	01/04/2022	9308 BOURNVILLE COURT ELK GROVE, CA 95758	S32.9XXD	<b>B/09/A</b> <b>PDPM MANAGED CARE</b>
						<b>B/08/A</b> <b>Kaiser Senior</b>



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/30/2021	Transfer from a Hospital	Urgent	04/14/2021	2957 AVA STREET Eugene, OR 97404	S52.021D

**B/19/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/12/2021	Transfer from a Hospital	Urgent	12/28/2021	324 Cruise Way Sacramento, CA 95831	I50.33

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/23/2019	Transfer from a Hospital	Urgent	08/25/2019	415 P STREET ROOM 511 SACRAMENTO, CA 95814	

**B/13/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/14/2022	Transfer from a Hospital	Urgent	12/06/2022	7274 Stanwood Way Sacramento, CA 95831	N39.0

**B/19/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/17/2022	Transfer from a Hospital	Urgent	10/31/2022	7724 Roberts River Way Sacramento, CA 95831	M10.9

**B/15/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/28/2019	Transfer from a Hospital	Urgent	09/12/2019	7624 MANORSIDE DR SACRAMENTO, CA 95832	Z48.812



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/25/2019	Transfer from a Hospital	Urgent	08/06/2019	8200 BRUCEVILLE ROAD APT 2016 SACRAMENTO, CA 95823	I69.351

**B/15/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2019	Transfer from a Hospital	Urgent	02/04/2019	6350 RIVERSIDE BLVD APT 430 SACRAMENTO, CA 95831	M84.350D

**B/08/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/07/2022	Transfer from a Hospital	Urgent	03/20/2022	1611 SHIRLEY DRIVE SACRAMENTO, CA 95822	S72.002D

**B/17/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/17/2019	Transfer from a Hospital	Urgent	02/07/2019	7469 HIGHWIND WAY SACRAMENTO, CA 95831	M79.651

**B/04/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/03/2019	Transfer from a Hospital	Urgent	09/15/2019	7312 BENBOW ST SACRAMENTO, CA 95822	Z47.89

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/19/B**

**Commercial Like Medicare**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/15/2018	Transfer from a Hospital	Urgent	12/29/2018	8525 BAIER WAY SACRAMENTO, CA 95828	M80.052D
					<b>B/05/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/16/2019	Transfer from a Hospital	Urgent	08/03/2019	2263 N MANOR DRIVE SACRAMENTO, CA 95822	S76.901D
					<b>B/14/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2019	Transfer from a Hospital	Urgent	07/03/2019	12354 HOBDAWAY RD WILTON, CA 95693	N39.0
					<b>B/13/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/21/2021	Transfer from a Hospital	Urgent	03/13/2021	7779 MCBRIDE WAY SACRAMENTO, CA 95832	I69.354
					<b>B/02/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/24/2019	Transfer from a Hospital	Urgent	02/08/2019	2663 ROUNDHILL CT WEST SACRAMENTO, CA 95691	S72.001D
					<b>B/13/B</b>
					<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

02/08/2020    Transfer from a Hospital    Urgent    02/08/2020    3959 POZZALLO LANE SACRAMENTO, CA 95834

**B/17/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/16/2021	Transfer from a Hospital	Urgent	04/30/2021	2037 OREGON DR SACRAMENTO, CA 95822	S82.101D

**B/19/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/10/2019	Transfer from a Hospital	Urgent	01/31/2019	11 RIPPLE COURT SACRAMENTO, CA 95831	M16.11

**B/12/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2018	Transfer from a Hospital	Urgent	01/04/2019	9049 NEW CLASSIC CT ELK GROVE, CA 95758	R53.1

**C/13/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2019	Transfer from a Hospital	Urgent	07/24/2020	4512 BIRDSEYE WAY ELK GROVE, CA 95758	M43.25

**B/01/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/12/2019	Transfer from a Hospital	Urgent	08/24/2019	1012 E LANDING WAY SACRAMENTO, CA 95831	J84.115

**CHRISMAN, HAZEL L**

**408698**

**B/18/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/12/2021	Transfer from a Hospital	Urgent	01/25/2021	821 ELISA WAY ROSEVILLE, CA 95661	N17.9

**B/11/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/07/2021	Transfer from a Hospital	Urgent	05/21/2021	5721 MODDISON AVE SACRAMENTO, CA 95819	S32.591D

**C/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/03/2018	Transfer from a Hospital	Urgent	01/27/2018	601 SOUTH LEE AVE LODI, CA 95240	R53.1

**B/01/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/29/2019	Transfer from a Hospital	Urgent	06/15/2019	5911 WYMORE WAY SACRAMENTO, CA 95822	J44.1

**B/19/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/21/2019	Transfer from a Hospital	Urgent	09/02/2019	4511 44TH STREET SACRAMENTO, CA 95820	J96.01

**B/13/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/17/2022	Transfer from a Hospital	Urgent	12/05/2022	18 Blue Water Circle Sacramento, CA 95831	M62.82

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/02/2020	Transfer from a Hospital	Urgent	10/17/2020	1715 CREEKSIDE DR #317 FOLSOM, CA 95630	S42.201D	<b>B/19/A Kaiser Senior</b>
08/13/2021	Transfer from a Hospital	Urgent	09/19/2021	304 Leidesdorff Street Folsom, CA 95630	I38	<b>B/09/A PDPM MANAGED CARE</b>
10/18/2018	Transfer from a Hospital	Urgent	05/02/2019	24 ALAZAR CT SACRAMENTO, CA 95835	R62.7	<b>A/19/B Medi-cal</b>
09/17/2022	Transfer from a Hospital	Urgent	10/05/2022	261 Christine Drive Sacramento, CA 95815	R55	<b>B/13/B Medicare Part A</b>
03/14/2020	Transfer from a Hospital	Urgent	03/25/2020	9325 EAST STOCKTON BLVD APT #242 ELK GROVE, CA 95624	N17.9	<b>B/11/A Kaiser Senior</b>
						<b>B/13/B Kaiser Senior</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/28/2020	Transfer from a Hospital	Urgent	11/08/2020	6304 GLORIA DR. APT D. SACRAMENTO, CA 95831	K72.90	
						<b>B/17/A Medicare Part A</b>
11/24/2022	Transfer from a Hospital	Urgent	12/10/2022	70 Las Positas Circle Sacramento, CA 95831	D72.829	
						<b>B/19/B Kaiser Senior</b>
01/19/2019	Transfer from a Hospital	Urgent	02/02/2019	7051 CROMWELL WAY SACRAMENTO, CA 95822	D64.9	
						<b>C/19/A Medi-cal</b>
05/27/2011	Transfer from Other	Urgent	02/18/2020	11711 AMYFORD BND CYPRESS, TX 77429	G30.9	
						<b>B/09/B PR</b>
07/08/2019	Transfer from a Hospital	Urgent	08/06/2019	15150 Barney Road PLYMOUTH, CA 95669	I35.0	
						<b>B/14/A Kaiser Senior</b>
08/16/2018	Transfer from a Hospital	Urgent	08/19/2018	7554 ASHWOOD WAY SACRAMENTO, CA 95822	J18.0	

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/27/2020	Transfer from a Hospital	Urgent	03/13/2020	6327 DRIFTWOOD ST SACRAMENTO, CA 95831	S82.121D	<b>B/19/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/07/2019	Transfer from a Hospital	Urgent	06/20/2019	10381 GRACIOSA WAY ELK GROVE, CA 95757	S22.010S	<b>B/07/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/30/2022	Transfer from a Hospital	Urgent	04/19/2022	6851 ARABELLA WAY SACRAMENTO, CA 95831	S32.010D	<b>B/07/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/11/2018	Transfer from a Hospital	Urgent	05/12/2018	5541 71ST STREET SACRAMENTO, CA 95820		<b>B/05/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/30/2019	Transfer from a Hospital	Urgent	10/21/2019	7508 AMHERST STREET SACRAMENTO, CA 95822	A41.51	<b>C/04/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/01/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

02/29/2020	Transfer from a Hospital	Urgent	03/12/2020	7301 BILBY ROAD UNIT 350 ELK GROVE, CA 95757	N39.0	
					<b>B/12/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/28/2019	Transfer from a Hospital	Urgent	03/12/2019	8476 SHELDON ROAD APT #218 ELK GROVE, CA 95624	J96.00	
					<b>B/05/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/13/2018	Transfer from a Hospital	Urgent	12/24/2018	2132 47TH AVENUE SACRAMENTO, CA 95822	S90.821D	
					<b>C/05/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/14/2012	Transfer from a Hospital	Urgent	04/06/2018	4601 TALLYHO DRIVE SACRAMENTO, CA 95826	I50.30	
					<b>B/17/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/17/2020	Transfer from a Hospital	Urgent	06/29/2020	1180 CORPORATE WAY #129 SACRAMENTO, CA 95831	J96.01	
					<b>B/12/B</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/24/2018	Transfer from a Hospital	Urgent	10/07/2018	5148 POMEGRANATE AVE SACRAMENTO, CA 95823	M50.00	



**Resident Information Query**

Sort By Resident Name

				<b>A/02/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/22/2018	Transfer from a Hospital	Urgent	11/17/2018	5725 SHANNON BAY DRIVE APT 124 ROCKLIN, CA 95677	S72.002D	

				<b>B/17/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/21/2018	Transfer from a Hospital	Urgent	05/05/2018	5601 NATOMAS BLVD APT 9101 SACRAMENTO, CA 95835	G45.9	

				<b>B/18/B</b>		<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/16/2018	Transfer from a Hospital	Urgent	03/31/2018	7472 CHATTERTON WAY SACRAMENTO, CA 95829	L97.524	

				<b>B/14/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/22/2018	Transfer from a Hospital	Urgent	06/03/2018	1532 UNION SQUARE ROAD WEST SACRAMENTO, CA 95691	I25.10	

				<b>B/19/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/11/2021	Transfer from a Hospital	Urgent	02/16/2021	1125 PHEASANT DRIVE Suisun City, CA 94585	I71.01	

				<b>B/01/A</b>		<b>Kaiser Senior</b>
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/20/2019	Transfer from a Hospital	Urgent	07/27/2019	6540 REFLECTION DR 1314 SAN DIEGO, CA 92124	I21.4	
						<b>D/03/A Medi-cal</b>
07/05/2018	Transfer from a Hospital	Urgent		CA	I61.9	
						<b>B/12/A Medicare Part A</b>
03/11/2022	Transfer from a Hospital	Urgent	03/16/2022	811 PORTUGAL WAY SACRAMENTO, CA 95831	Z48.815	
						<b>B/19/A Kaiser Senior</b>
10/17/2020	Transfer from a Hospital	Urgent	10/29/2020	6760 RANCHO PICO WAY SACRAMENTO, CA 95828	I63.9	
						<b>B/16/B Kaiser Senior</b>
02/09/2020	Transfer from a Hospital	Urgent	02/21/2020	792 ELSTON CIRCLE WOODLAND, CA 95776	L03.115	
						<b>C/06/A Kaiser GMC</b>
10/04/2018	Transfer from a Hospital	Urgent	10/30/2018	400 D STREET #202 GALT, CA 95632	R53.81	
						<b>D/05/B Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/05/2019	Transfer from Other	Elective	12/20/2019	6040 SPRINGHAVEN CIRCLE SACRAMENTO, CA 95842	Z51.5
					<b>C/04/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/24/2015	Transfer from a Hospital	Urgent		332 32ND STREET SACRAMENTO, CA 95819	G80.9
					<b>B/18/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/28/2020	Transfer from a Hospital	Urgent	04/11/2020	6108 FRANCINE DRIVE SACRAMENTO, CA 95824	M84.672D
					<b>B/12/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/18/2022	Transfer from a Hospital	Urgent		1108 SILVER LAKE DRIVE SACRAMENTO, CA 95831	I62.00
					<b>B/04/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/08/2020	Transfer from a Hospital	Urgent	02/22/2020	3335 FRENCH AVENUE WEST SACRAMENTO, CA 95691	S72.001D
					<b>C/04/A</b>
					<b>Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

12/06/2021	Transfer from a Hospital	Urgent		1961 Howe Avenue Sacramento, CA 95825	G20
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**B/19/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/17/2019	Transfer from a Hospital	Urgent	11/05/2019	3921 12TH AVENUE SACRAMENTO, CA 95817	S22.040D
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**C/18/B PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/07/2018	Transfer from a Hospital	Urgent	07/16/2018	3736 GRAND POINT LANE ELK GROVE, CA 95758	Z51.5
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**B/17/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/09/2020	Transfer from a Hospital	Urgent	06/16/2020	1400 WEST MARLETTE ST SP 104 IONE, CA 95640	N39.0
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**B/10/A Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/05/2021	Transfer from a Hospital	Urgent	07/23/2021	5529 BIG CREEK WAY ELK GROVE, CA 95758	M48.062
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**B/19/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/30/2022	Transfer from a Hospital	Urgent	10/21/2022	7897 NEYLAND WAY SACRAMENTO, CA 95829	N17.9
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**COPLEY, JOHN 408995 B/07/B PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/01/2022	Transfer from a Hospital	Urgent	11/17/2022	4101 62nd Street Sacramento, CA 95820	Z47.1

[REDACTED] [REDACTED] **B/01/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/06/2020	Transfer from a Hospital	Urgent	02/17/2020	3168 MIRAMONTE DR SACRAMENTO, CA 95833	I21.3

[REDACTED] [REDACTED] **B/01/B** **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/31/2018	Transfer from a Hospital	Urgent	11/13/2018	1399 SACRAMENTO AVE #22 WEST SACRAMENTO, CA 95605	R41.82

[REDACTED] [REDACTED] **B/18/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/05/2020	Transfer from a Hospital	Urgent	09/23/2020	9977 WYLAND DRIVE ELK GROVE, CA 95624	S06.9X0D

[REDACTED] [REDACTED] **B/17/B** **Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/04/2021	Transfer from a Hospital	Urgent	02/23/2021	2421 50TH AVENUE SACRAMENTO, CA 95822	S72.142D

[REDACTED] [REDACTED] **B/12/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

11/09/2022    Transfer from a Hospital    Urgent    11/23/2022    9564 Sabrina Lane  
Elk Grove, CA 95758    A41.9

**B/16/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/09/2019	Transfer from a Hospital	Urgent	07/13/2019	9192 LOCUST ST ELK GROVE, CA 95624	S22.088D

**B/04/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/16/2022	Transfer from a Hospital	Urgent	11/04/2022	6485 VILLAGE CENTER DR. APT 306 SACRAMENTO, CA 95823	S42.201D

**A/10/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/05/2017	Transfer from Other	Elective	02/12/2018	7697 PEAK FOREST WAY ELK GROVE, CA 95757	R07.89

**B/11/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/11/2019	Transfer from a Hospital	Urgent	02/22/2019	13979 RIVER ROAD SACRAMENTO, CA 95690	H81.399

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/04/2022	Transfer from a Hospital	Urgent	07/28/2022	2000 Kellogg Way Rancho Cordova, CA 95670	A41.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/03/A Medicare Part A</b>
12/02/2019	Transfer from a Hospital	Urgent	12/24/2019	4909 WILLOWVALE WAY ELK GROVE, CA 95758	Z48.811	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/08/B PDPM MANAGED CARE</b>
08/13/2021	Transfer from a Hospital	Urgent	08/16/2021	822 Royal Garden Avenue Sacramento, CA 95831	E87.1	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/08/A Kaiser Senior</b>
03/24/2018	Transfer from a Hospital	Urgent	04/08/2018	2191 AMANDA WAY SACRAMENTO, CA 95822	S72.142D	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/02/B Kaiser Senior</b>
07/07/2019	Transfer from a Hospital	Urgent	07/25/2019	2032 GATEWAY CIRCLE LODI, CA 95240	S32.030D	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/12/A Kaiser Traditional</b>
08/07/2022	Transfer from a Hospital	Urgent	08/30/2022	6135 ALMOND AVENUE ORANGEVALE, CA 95662	S32.401D	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/11/A Medicare Part A</b>
02/18/2022	Transfer from a Hospital	Urgent	02/25/2022	840 Ellis Circle Galt, CA 95632	M43.25	

**Resident Information Query**

Sort By Resident Name

				<b>B/14/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/06/2022	Transfer from a Hospital	Elective	09/10/2022	9548 KILCOLGAN WAY ELK GROVE, CA 95758	I16.1	

				<b>B/18/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/20/2020	Transfer from a Hospital	Urgent	02/07/2020	7592 RUSH RIVER DR #9 SACRAMENTO, CA 95831	B96.89	

				<b>C/08/A</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/14/2011	Transfer from a Hospital	Urgent	09/03/2020	9113 GRECO CT SACRAMENTO, CA 95829	169.951	

				<b>B/03/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/05/2020	Transfer from a Hospital	Urgent	01/10/2020	220 FAIRGROUNDS DRIVE SACRAMENTO, CA 95817	G06.0	

				<b>C/06/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/03/2020			05/12/2020	902 DEL PASO BLVD SP #4 SACRAMENTO, CA 95815	J18.9	

				<b>A/05/B</b>		<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	



**Resident Information Query**

Sort By Resident Name

04/23/2019    Transfer from a Hospital    Urgent    06/01/2019    3341 BLUEGRASS RD SACRAMENTO, CA 95821    169.398

**B/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/25/2018	Transfer from a Hospital	Urgent	10/26/2018	7900 DYMENT CT ELK GROVE, CA 95758	E83.52

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/15/2021	Transfer from a Hospital	Urgent	12/31/2021	6727 Laguna Park Drive Elk Grove, CA 95758	S32.000D

**B/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/14/2019	Transfer from a Hospital	Urgent	11/20/2019	8828 MANDALAY WAY ELK GROVE, CA 95624	Z48.815

**B/13/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/04/2019	Transfer from a Hospital	Urgent	09/22/2019	2932 ROBINSON CREEK LANE ELK GROVE, CA 95758	Z48.812

**B/18/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/21/2021	Transfer from a Hospital	Urgent	06/04/2021	3716 SHERMAN WAY SACRAMENTO, CA 95817	S72.002D

**Resident Information Query**

Sort By Resident Name

						<b>B/16/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/10/2018	Transfer from a Hospital	Urgent	12/28/2018	9314 STARFISH WAY ELK GROVE, CA 95758	R53.1		

						<b>B/08/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/06/2019	Transfer from a Hospital	Urgent	03/19/2019	1 CISMONT CT SACRAMENTO, CA 95823	S06.5X0S		

						<b>B/12/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/21/2022	Transfer from a Hospital	Urgent	12/16/2022	5317 Houghton Avenue Corning, CA 96021	N39.0		

						<b>B/18/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
09/22/2019	Transfer from a Hospital	Urgent	12/09/2020	3950 MACK ROAD SPACE 164 SACRAMENTO, CA 95823	L03.115		

						<b>B/17/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/26/2022	Transfer from a Hospital	Urgent	12/04/2022	8350 Fair Oaks Boulevard Carmichael, CA 95608	I95.1		

						<b>A/08/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

10/16/2021	Transfer from a Hospital	Urgent	07/27/2022	7301 Bilby Road Elk Grove, CA 95757	M48.062	
						<b>B/05/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/12/2018	Transfer from a Hospital	Urgent	06/26/2018	7519 HAZELNUT LANE SACRAMENTO, CA 95828	I63.9	
						<b>B/18/A</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/04/2021	Transfer from a Hospital	Urgent	12/23/2021	3240 Strevel Way Sacramento, CA 95825	E16.2	
						<b>B/07/B</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/12/2022	Transfer from a Hospital	Urgent	04/24/2022	1330 Calaveritas Road San Andreas, CA 95249	S32.592D	
						<b>B/04/A</b>
						<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/05/2018	Transfer from a Hospital	Urgent	06/25/2018	1281 47TH AVENUE SACRAMENTO, CA 95831	S22.31XD	
						<b>B/11/A</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/26/2022	Transfer from a Hospital	Urgent	06/18/2022	5613 Carmela Way Sacramento, CA 95822	Z51.5	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/14/2017	Transfer from a Hospital	Urgent		5613 CARMELO WAY SACRAMENTO, CA 95822	F02.80	<b>D/09/A</b> <b>Medi-cal</b>
04/14/2019	Transfer from a Hospital	Urgent	04/29/2019	8918 MOUNTAIN HOME COURT ELK GROVE, CA 95624	L97.319	<b>B/12/B</b> <b>Kaiser Senior</b>
09/20/2015	Transfer from a Hospital	Urgent	01/10/2018	7028 PORTAGE ROAD DUBLIN, CA 94568	N17.9	<b>C/12/B</b> <b>Medi-cal</b>
03/19/2018	Transfer from Other	Elective	07/21/2019	1401 DICKSON STREET SACRAMENTO, CA 95822	R62.7	<b>D/09/A</b> <b>Medi-cal</b>
07/06/2022	Transfer from a Hospital	Urgent	08/01/2022	23 Pina Street Sacramento, CA 95828	N17.9	<b>B/15/A</b> <b>Medi-cal</b>
						<b>B/14/B</b> <b>PR</b>

**Resident Information Query**

Sort By Resident Name

09/06/2018    Transfer from a Hospital    Urgent    09/28/2018    8180 BURLOAK WAY  
ELK GROVE, CA 95758    163.9

**B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/10/2018	Transfer from Other	Urgent	12/01/2018	6421 HAVENSIDE DR SACRAMENTO, CA 95831	S72.141D

**B/14/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/08/2021	Transfer from a Hospital	Urgent	04/10/2021	9874 HATHERTON WAY Elk Grove, CA 95757	Z48.812

**C/12/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/14/2021	Transfer from a Hospital	Urgent	09/17/2021	6496 GLORIA DRIVE APT #25 SACRAMENTO, CA 95831	N13.2

**C/13/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/25/2022	Transfer from a Hospital	Urgent	12/23/2022	819 Barbara Lane West Point, CA 95255	S72.142D

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/08/2020	Transfer from a Hospital	Urgent	03/12/2020	8684 MOSS AGATE COURT E ELK GROVE, CA 95758	150.43

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/12/2019	Transfer from a Hospital	Urgent	03/20/2019	7628 SUNMORE LANE SACRAMENTO, CA 95828	K65.2	<b>B/16/A Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/12/2018	Transfer from a Hospital	Urgent	12/04/2018	PO BOX 2175 RANCHO CORDOVA, CA 95670	R65.10	<b>B/01/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/02/2019	Transfer from a Hospital	Urgent	04/12/2019	8930 ASHWELL WAY ELK GROVE, CA 95624	Z51.81	<b>B/01/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/30/2019	Transfer from a Hospital	Urgent	07/17/2019	9965 WYATT RANCH WAY SACRAMENTO, CA 95829	Z47.89	<b>B/18/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/09/2021	Transfer from a Hospital	Urgent	02/12/2021	6489 VILLAGE CENTER DR BLDG 16 #104 Sacramento, CA 95823	I50.23	<b>B/19/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>A/14/B Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

10/12/2022 Transfer from a Hospital Urgent 9210 Big Horn Boulevard Elk Grove, CA 95758 I63.511

**B/11/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/13/2019	Transfer from a Hospital	Urgent	09/27/2019	2708 9TH AVENUE SACRAMENTO, CA 95818	Z47.1

**B/03/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/10/2021	Transfer from a Hospital	Urgent	09/14/2021	397 Florin Road # 97 Sacramento, CA 95831	M48.062

**B/11/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/04/2018	Transfer from a Hospital	Urgent	02/20/2018	2212 YARNELL WAY ELK GROVE, CA 95758	S72.142D

**B/02/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/22/2022	Transfer from a Hospital	Elective	10/30/2022	10 Cantina Court Sacramento, CA 95828	I63.9

**B/19/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/27/2018	Transfer from a Hospital	Urgent	11/13/2018	4526 10TH AVE SACRAMENTO, CA 95820	I63.9

**B/19/A Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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## Resident Information Query

Sort By Resident Name

06/01/2022    Transfer from a Hospital    Urgent    06/06/2022    4825 MELVIN DRIVE CARMICHAEL, CA 95608    A41.9

**B/07/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/19/2021	Transfer from a Hospital	Elective	09/13/2021	1616 11th Ave Sacramento, CA 95818	M54.5

**B/19/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/22/2019	Transfer from a Hospital	Urgent	07/02/2019	4295 AMAPOLA WAY SACRAMENTO, CA 95823	N39.0

**B/12/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/23/2018	Transfer from a Hospital	Urgent	12/13/2018	8762 TOM THUMB COURT ELK GROVE, CA 95624	MB4.361D

**C/18/B**

**Kaiser Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/25/2018	Transfer from a Hospital	Urgent	08/29/2018	8241 CASHEL WAY SACRAMENTO, CA 95829	Z51.5

**B/13/B**

**Other Insurance**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/11/2022	Transfer from a Hospital	Urgent	09/15/2022	1966 Muscovy Road West Sacramento, CA 95691	Z47.1

**DE LEON, EMERITA N.**

**406597**

**B/18/A**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/05/2018	Transfer from a Hospital	Urgent	11/22/2018	7801 ORCHARD WOODS CIRCLE SACRAMENTO, CA 95828	S32.9XXD

**C/03/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/17/2022	Transfer from a SNF	Elective	11/24/2022	3900 47th Avenue #69 Sacramento, CA 95820	J90

**B/12/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/13/2021	Transfer from a Hospital	Urgent	03/30/2021	9448 CORNERKICK LANE ELK GROVE, CA 95758	R55

**B/19/A** **Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/04/2021	Transfer from a Hospital	Urgent	11/17/2021	2416 Horseshoe Court Rocklin, CA 95765	C44.99

**A/16/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/01/2018	Transfer from a Hospital	Urgent	07/31/2020	6931 GOLD OAK LANE CITRUS HEIGHTS, CA 95621	I61.9

**B/11/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

02/08/2019	Transfer from a Hospital	Urgent	02/22/2019	4441 8TH AVENUE SACRAMENTO, CA 95820	150.21	
						<b>B/12/B</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/18/2019	Transfer from a Hospital	Urgent	12/17/2019	1084 RIO CIDADE WAY SACRAMENTO, CA 95831	N39.0	
						<b>B/03/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/12/2018	Transfer from a Hospital	Urgent	07/20/2018	6636 GLORIA DRIVE SACRAMENTO, CA 95831	M62.81	
						<b>B/12/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/02/2020	Transfer from a Hospital	Urgent	01/05/2020	8331 FOYNES WAY SACRAMENTO, CA 95828	I21.4	
						<b>B/07/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/29/2018	Transfer from a Hospital	Urgent	08/03/2018	7733 VALLECITOS WAY SACRAMENTO, CA 95828	I73.9	
						<b>B/07/B</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/05/2022	Transfer from a Hospital	Urgent	10/29/2022	6908 Farmington Way Sacramento, CA 95828	S32.19XD	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/20/2019	Transfer from a Hospital	Urgent	04/02/2019	8239 DRESSAGE WAY SACRAMENTO, CA 95829	M84.451S

**B/08/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/14/2018	Transfer from Other	Elective	07/02/2018	8487 CARLIN AVE SACRAMENTO, CA 95823	G35

**A/05/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/29/2018	Transfer from a Hospital	Urgent	01/07/2019	4541 CEDERWOOD WAY SACRAMENTO, CA 95823	K51.919

**B/19/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/26/2018	Transfer from a Hospital	Urgent	12/08/2018	5605 LA CAMPANA WAY SACRAMENTO, CA 95822	N39.0

**B/05/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/25/2018	Transfer from a Hospital	Urgent		2712 HINTON CIRCLE ELK GROVE, CA 95758	

**C/09/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**B/02/B**

**Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

02/12/2019    Transfer from a Hospital    Urgent    02/25/2019    7412 SUNBOROUGH LANE SACRAMENTO, CA 95828    R41.0

**C/14/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/04/2021	Transfer from a Hospital	Urgent	12/19/2021	7635 Saybrook Drive Citrus Heights, CA 95621	I63.512

**B/15/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/02/2022	Transfer from a Hospital	Urgent	05/17/2022	1420 Los Padres Way Sacramento, CA 95831	I25.110

**C/11/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2018	Transfer from a Hospital	Urgent		2289 NORTH MANOR DR SACRAMENTO, CA 95822	I48.91

**B/10/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/09/2020	Transfer from a Hospital	Urgent	03/23/2020	8104 CENTER PARKWAY SACRAMENTO, CA 95823	S32.89XD

**B/18/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/21/2022	Transfer from a Hospital	Urgent	12/09/2022	Galt Mobile Estates Mobile Home Park Galt, CA 95632	A41.51

**B/04/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/08/2019	Transfer from a Hospital	Urgent	10/12/2019	988 DORADELL CT GALT, CA 95632	Z48.812
					<b>B/10/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/13/2019	Transfer from a Hospital	Urgent	04/05/2019	8661 ELK GROVE BLVD #204 ELK GROVE, CA 95624	S22.42XD
					<b>C/02/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/03/2018	Transfer from a Hospital	Urgent	12/18/2018	1370 47TH AVE SACRAMENTO, CA 95831	S72.001D
					<b>B/03/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/14/2018	Transfer from a Hospital	Urgent	01/30/2018	C/O DEBRA GILCHRIST 4111 BADGER LANE PLACERVILLE, CA 95667	J18.0
					<b>B/05/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/30/2018	Transfer from a Hospital	Urgent	04/06/2018	5610 SPRING CREEK WAY ELK GROVE, CA 95758	S82.201D
					<b>B/19/A</b>
					<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

06/15/2022 Transfer from a Hospital Urgent 07/02/2022 9330 Fassett Way Elk Grove, CA 95758 120.1

**B/11/A HealthNet**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

05/30/2018 Transfer from a Hospital Urgent 05/31/2018 5625 JACKS LANE SACRAMENTO, CA 95822 S72.002D

**B/19/A Kaiser Senior**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

05/30/2018 Transfer from a Hospital Urgent 06/14/2018 5601 NATOMAS BLVD. APT 21301 SACRAMENTO, CA 95835 G20

**B/17/B PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

04/27/2020 Transfer from a Hospital Urgent 05/20/2020 7452 WINDBRIDGE DR SACRAMENTO, CA 95831 S82.842D

**B/17/B Kaiser Senior**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

03/22/2018 Transfer from a Hospital Urgent 04/07/2018 5602 TARES CIR ELK GROVE, CA 95757 S82.62XD

**C/06/A PR**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

02/07/2019 Transfer from a Hospital Urgent 03/27/2019 4501 IOWA AVE SACRAMENTO, CA 95824 150.31

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/13/2019	Transfer from a Hospital	Information Not Available	03/18/2019	455 Florin Road Sacramento, CA 95831	B/15/A

PR

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/23/2019	Transfer from a Hospital	Urgent	07/25/2019	7820 BARNSELY WAY ELK GROVE, CA 95757	S32.009D

B/17/A

Medicare Part A

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/07/2019	Transfer from Other	Elective	11/12/2019	8230 WINKLER WAY SACRAMENTO, CA 95828	Z51.5

A/13/A

Other Hospice

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/23/2021	Transfer from a Hospital	Urgent	03/05/2021	9440 W STOCKTON BLVD APT 158 ELK GROVE, CA 95758	C01

B/19/B

PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/09/2019	Transfer from a Hospital	Urgent	07/20/2019	9628 NORDMAN WAY ELK GROVE, CA 95624	K81.0

B/14/B

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

B/15/B

Kaiser Senior





**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/20/2018	Transfer from a Hospital	Urgent	09/02/2018	1501 15TH STREET #2 SACRAMENTO, CA 95814	R53.1	<b>C/13/B</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/04/2021	Transfer from a Hospital	Urgent	12/23/2021	13327 Aubrey Street Poway, CA 92064	S32.591D	<b>B/03/B</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/25/2020	Transfer from a Hospital	Urgent	05/27/2020	9155 PORTO BELLA WAY ELK GROVE, CA 95624	M80.052D	<b>B/14/A</b> <b>PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/05/2018	Transfer from a SNF	Urgent	04/03/2018	33 PRINCEVILLE CR SACRAMENTO, CA 95831	S32.049D	<b>C/13/B</b> <b>PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/10/2020	Transfer from a Hospital	Urgent	02/27/2020	1836 GINGERSNAP LANE LINCOLN, CA 95648	M86.171	<b>B/18/A</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/07/A</b> <b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

02/05/2020	Transfer from a Hospital	Urgent	02/18/2020	1998 SAN JUAN RD #159 SACRAMENTO, CA 95833	A49.01	<b>B/10/A</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/09/2019	Transfer from a Hospital	Urgent	07/26/2019	PO BOX 1147 ELK GROVE, CA 95759	I21.4	<b>B/17/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/03/2021	Transfer from a Hospital	Urgent	11/16/2021	9210 Big Horn Boulevard Elk Grove, CA 95758	J90	<b>B/08/B</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/26/2018	Transfer from a Hospital	Urgent	08/09/2018	75 STARGLOW CIRCLE SACRAMENTO, CA 95831	A41.9	<b>B/07/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
10/25/2019	Transfer from a Hospital	Urgent	11/11/2019	75 STARGLOW CR SACRAMENTO, CA 95831	S32.810D	<b>B/10/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/18/2021	Transfer from a Hospital	Urgent	01/30/2021	2426 GARFIELD AVE.#A45 CARMICHAEL, CA 95608	N39.0	<b>B/07/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

11/02/2021    Transfer from a Hospital    Urgent    11/22/2021    6811 Golf View Drive  
Sacramento, CA 95822    S72.142A

**B/03/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/14/2017	Transfer from a Hospital	Urgent	02/16/2018	5300 SHORTWAY DRIVE SACRAMENTO, CA 95823	S91.001D

**B/01/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/15/2019	Transfer from a Hospital	Urgent	12/20/2019	5221 HELEN WAY SACRAMENTO, CA 95822	N17.9

**B/09/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/12/2018	Transfer from a Hospital	Urgent	08/17/2018	7231 HARBOR LIGHT WAY SACRAMENTO, CA 95831	S82.851D

**B/19/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/13/2022	Transfer from a Hospital	Urgent	07/27/2022	8335 Blue Quail Court Sacramento, CA 95828	J18.9

**B/02/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/07/2018	Transfer from a Hospital	Urgent	05/19/2018	2500 49TH AVENUE SACRAMENTO, CA 95822	

**DRAPER, BEVERLYN W**

**408538**

**B/15/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/29/2020	Transfer from a Hospital	Urgent	03/12/2020	2101 56TH AVENUE SACRAMENTO, CA 95822	182.401
					<b>B/12/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/13/2019	Transfer from a Hospital	Urgent	04/20/2019	9959 SHEFFIELD WAY ELK GROVE, CA 95757	S36.899S
					<b>A/07/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/10/2019	Transfer from a Hospital	Urgent		9888 ALTA MESA ROAD WILTON, CA 95693	F03.90
					<b>B/02/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/30/2022	Transfer from a Hospital	Urgent	11/19/2022	3790 Topaz Road West Sacramento, CA 95691	A41.9
					<b>B/04/B</b>
					<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/03/2019	Transfer from a Hospital	Urgent	09/17/2019	7239 BAYVIEW WAY SACRAMENTO, CA 95831	I50.33
					<b>B/15/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

03/25/2020    Transfer from a Hospital    Elective    04/06/2020    4607 DEL RIO ROAD SACRAMENTO, CA 95822    S82.142D

**B/13/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/21/2020    Transfer from a Hospital    Urgent    10/30/2020    40 BINGHAM CIRCLE Sacramento, CA 95831    A41.51

**C/06/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/08/2017    Transfer from a SNF    Urgent    10/29/2020    10091 EAST LIBERTY RD GALT, CA 95632

**B/05/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/10/2018    Transfer from a Hospital    Urgent    12/27/2018    5601 NATOMAS BLVD APT#17101 SACRAMENTO, CA 95835    R65.21

**B/11/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/08/2019    Transfer from a Hospital    Urgent    10/19/2019    9019 KEILANA COURT ELK GROVE, CA 95624    J18.9

**B/04/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/05/2018    Transfer from a Hospital    Urgent    05/19/2018    8295 BOULDER FIELD DRIVE SACRAMENTO, CA 95829    S72.001D

**B/16/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/05/2021	Transfer from a Hospital	Urgent	11/20/2021	10035 PIANELLA WAY ELK GROVE, CA 95757	I50.9

**C/08/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/08/2020	Transfer from a SNF	Urgent	01/01/2021	7610 SUNVAUGHT LANE SACRAMENTO, CA 95828	M17.0

**B/02/B** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/30/2022	Transfer from a Hospital	Urgent	10/21/2022	4260 69th Street Sacramento, CA 95820	S22.088D

**B/13/B** **Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/05/2021	Transfer from a Hospital	Urgent	05/25/2021	PO BOX 104 CLARKSBURG, CA 95612	S72.002D

**C/02/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/18/2012	Transfer from a Hospital	Elective	07/18/2019	6423 SILVER HAWK CT ELK GROVE, CA 95758	J44.9

**D/15/B** **PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/12/2021	Transfer from a Hospital	Urgent	01/05/2022	644 Kagle Drive West Sacramento, CA 95605	S32.501D

**Resident Information Query**

Sort By Resident Name

				<b>B/14/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/20/2022	Transfer from a Hospital	Urgent	10/05/2022	6915 Elk Grove Boulevard #111 Elk Grove, CA 95758	A41.9	

				<b>B/14/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/10/2019	Transfer from a Hospital	Urgent	11/23/2019	9168 PURRINGTON CT SACRAMENTO, CA 95829	I71.01	

				<b>B/05/B</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/05/2022	Transfer from a Hospital	Urgent	05/20/2022	8912 GEMWOOD WAY Elk Grove, CA 95758	R55	

				<b>B/11/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/24/2021	Transfer from a Hospital	Urgent	05/05/2021	2647 21st Avenue Sacramento, CA 95820	L03.116	

				<b>B/14/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/11/2021	Transfer from a Hospital	Urgent	03/10/2021	3008 BUCKMINISTER DR Elk Grove, CA 95758	K92.89	

				<b>B/19/A</b>		<b>Kaiser Traditional</b>
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/07/2022	Transfer from a Hospital	Urgent	07/16/2022	3132 Lassik Street West Sacramento, CA 95691	S82.144D
					<b>B/08/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/20/2018	Transfer from a Hospital	Urgent	12/31/2018	2517 C STREET #13 SACRAMENTO, CA 95816	R78.81
					<b>B/08/A</b>
					<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/11/2018	Transfer from a Hospital	Urgent	12/01/2018	2204 IRVIN WAY SACRAMENTO, CA 95822	M96.1
					<b>B/11/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/13/2021	Transfer from a Hospital	Urgent	10/08/2021	4408 38th Avenue Sacramento, CA 95824	S06.5X0D
					<b>B/18/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/24/2022	Transfer from a Hospital	Urgent	02/11/2022	3939 WALNUT AVENUE C118 APT #182 CARMICHAEL, CA 95608	S22.089D
					<b>B/12/B</b>
					<b>Medicare Part A</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/03/2021	Transfer from a Hospital	Urgent	03/14/2021	679 CAPELA WAY SACRAMENTO, CA 95831	K91.30	<b>D/08/B</b> <b>Other Hospice</b>
03/21/2014	Transfer from a Hospital	Urgent	12/17/2022	455 FLORIN ROAD SACRAMENTO, CA 95831	Z51.5	<b>C/06/A</b> <b>Medi-cal</b>
11/08/2021	Transfer from a Hospital	Urgent	11/29/2021	107 Saint Marie Circle Sacramento, CA 95823	M54.50	<b>B/05/A</b> <b>Kaiser Senior</b>
04/26/2018	Transfer from a Hospital	Elective	05/05/2018	1930 VERMONT AVE WEST SACRAMENTO, CA 95691	S72.302D	<b>A/03/B</b> <b>Kaiser GMC</b>
11/11/2022	Transfer from a Hospital	Urgent	11/22/2022	3016 Tango Street Sacramento, CA 95826	S72.001D	<b>B/02/A</b> <b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/28/2018	Transfer from a Hospital	Urgent	10/06/2018	9312 KATELYNN CT ELK GROVE, CA 95758	S30.1XXD

**B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/14/2019	Transfer from a Hospital	Urgent	10/26/2019	3212 HALYARD WAY ELK GROVE, CA 95758	J96.20

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/28/2022	Transfer from a Hospital	Urgent	08/20/2022	11211 Boessow Road Galt, CA 95632	S72.001D

**B/12/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/20/2022	Transfer from a Hospital	Urgent	12/31/2022	7743 Quinby Way Sacramento, CA 95823	E11.42

**B/13/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/17/2018	Transfer from a SNF	Urgent	05/24/2018	5410 SOUTH LAND PARK DR SACRAMENTO, CA 95822	I69.30

**A/03/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/25/2022	Transfer from a Hospital	Elective		2726 5th Street Davis, CA 95618	I21.3

**B/16/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

						<b>B/14/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/16/2019	Transfer from a Hospital	Urgent	03/02/2019	40 PARK CITY COURT #2105 SACRAMENTO, CA 95831	S72.031S		
						<b>B/13/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/10/2019	Transfer from a Hospital	Urgent	05/26/2019	8049BOTHWELL DRIVE SACRAMENTO, CA 95829	K65.1		
						<b>B/08/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/12/2019	Transfer from a Hospital	Urgent	04/29/2019	7416 NETHERBURY CT ELK GROVE, CA 95757	Z47.1		
						<b>B/12/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/11/2022	Transfer from a Hospital	Urgent	06/22/2022	8715 Rooster Way Sacramento, CA 95828	S72.002D		
						<b>B/11/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/22/2019	Transfer from a Hospital	Urgent	03/06/2019	6144 1ST AVE SACRAMENTO, CA 95817	G45.9		
						<b>B/09/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

03/09/2018	Transfer from a Hospital	Urgent	03/26/2018	118 TRAVIS AV. #1 TRAVIS AFB, CA 94535	S72.041D	
						<b>D/19/B</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/14/2021	Transfer from a SNF	Urgent	08/19/2021	9500 Hutton Drive Elk Grove, CA 95758	M54.5	
						<b>B/03/A</b>
						<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/11/2019	Transfer from a Hospital	Urgent	07/27/2019	5900 SNOW LEOPARD CIRCLE ELK GROVE, CA 95757	Z48.815	
						<b>B/14/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/25/2018	Transfer from a Hospital	Urgent	07/05/2018	14989 LAGO DR RANCHO MURIETA, CA 95683	J18.9	
						<b>B/15/A</b>
						<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/13/2019	Transfer from a Hospital	Urgent	09/23/2019	3929 WINTERS ST SACRAMENTO, CA 95838	I50.23	
						<b>B/17/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/19/2020	Transfer from a Hospital	Urgent	03/03/2020	7689 SWEETBRIAR WAY SACRAMENTO, CA 95832	S32.502D	

**Resident Information Query**

Sort By Resident Name

				<b>B/12/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/06/2021	Transfer from a Hospital	Urgent	06/06/2021	8413 FLINTSTONE COURT SACRAMENTO, CA 95828	I67.4	

				<b>B/15/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/02/2019	Transfer from a Hospital	Urgent	12/14/2019	909 MOUNT RANIER WAY EL DORADO HILLS, CA 95762	T84.54XD	

				<b>B/14/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/06/2022	Transfer from a Hospital	Urgent	10/28/2022	2930 37th Avenue Sacramento, CA 95824	G40.909	

				<b>B/19/B</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/27/2022	Transfer from a Hospital	Urgent	10/13/2022	8618 West Camden Drive Elk Grove, CA 95624	Z48.815	

				<b>B/07/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/15/2019	Transfer from a Hospital	Urgent	12/29/2019	5601 NATOMAS BLVD #15303 SACRAMENTO, CA 95835	S12.112D	

				<b>B/17/A</b>		<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

08/23/2018    Transfer from a Hospital    Urgent    09/08/2018    917 ELM STREET WEST SACRAMENTO, CA 95605    R65.11

**B/12/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2021	Transfer from a Hospital	Urgent	12/28/2021	9129 Greco Court Sacramento, CA 95829	148.91

**C/04/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/14/2019	Transfer from a Hospital	Urgent	05/30/2019	8518 DERLIN WAY SACRAMENTO, CA 95823	C90.00

**B/03/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/25/2020	Transfer from a Hospital	Urgent	01/29/2020	7431 GRENPELL COURT ELK GROVE, CA 95758	247.89

**B/11/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2019	Transfer from a Hospital	Urgent	03/29/2019	PO BOX 12 ELK GROVE, CA 95759	S72.21XS

**B/01/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/23/2020	Transfer from a Hospital	Urgent	02/06/2020	8340 LANGTREE WAY SACRAMENTO, CA 95823	S72.002D

**B/15/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/27/2020	Transfer from a Hospital	Urgent	07/18/2020	9619 PILLITERI WAY ELK GROVE, CA 95757	S72.001D	
						<b>C/13/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/08/2018	Transfer from a Hospital	Urgent	07/26/2018	PO BOX 41983 SACRAMENTO, CA 95841	S82.202D	
						<b>B/19/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/18/2021	Transfer from a Hospital	Urgent	02/03/2022	1818 L Street Sacramento, CA 95811	L89.324	
						<b>B/12/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/24/2018	Transfer from a Hospital	Urgent	04/10/2018	5951 WATERASH WAY SACRAMENTO, CA 95823	S06.5X0D	
						<b>B/11/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/12/2018	Transfer from a Hospital	Urgent	11/27/2018	8016 NORTHERN OAK CIRCLE SACRAMENTO, CA 95828	S72.141D	
						<b>C/09/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/26/2020	Transfer from a Hospital	Elective	07/27/2021	6718 13TH ST SACRAMENTO, CA 95831	Z51.5	
						<b>C/06/A Medi-cal</b>

### Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/10/2018	Transfer from a Hospital	Urgent	08/06/2018	8246 HALBRITE WAY SACRAMENTO, CA 95828	S72.141D	
						<b>A/15/B Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/07/2021	Transfer from a Hospital	Urgent	09/09/2021	407 MIDSTREAM LANE West Sacramento, CA 95605	Z51.5	
						<b>B/13/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/27/2022	Transfer from a Hospital	Urgent	06/21/2022	8665 Florin Road UNIT 173 Sacramento, CA 95828	M97.12XD	
						<b>B/01/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/27/2018	Transfer from a Hospital	Urgent	06/09/2018	11925 BLAKE ROAD WILTON, CA 95693	S72.21XD	
						<b>B/10/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/28/2019	Transfer from a Hospital	Urgent	01/14/2020	5311 JILLSON WAY ELK GROVE, CA 95757	T84.021D	
						<b>B/14/A Kaiser GMC</b>



## Resident Information Query

Sort By Resident Name

03/15/2018	Transfer from a Hospital	Urgent	04/06/2018	1820 CAPITOL AVE 708 SACRAMENTO, CA 95812	R09.02	
						<b>B/18/B</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/19/2022	Transfer from a Hospital	Urgent	09/14/2022	1131 C Street Apt 432 Sacramento, CA 95814	E87.1	
						<b>B/13/A</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/02/2022	Transfer from a Hospital	Urgent	09/09/2022	2326 3rd Avenue Sacramento, CA 95818	187.331	
						<b>B/19/A</b>
						<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/02/2018	Transfer from a Hospital	Urgent	08/15/2018	5765 71ST STREET SACRAMENTO, CA 95824	R65.10	
						<b>B/10/B</b>
						<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/10/2018	Transfer from a Hospital	Urgent	05/11/2018	3658 FALLIS CR SACRAMENTO, CA 95832	S72.001D	
						<b>B/15/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/11/2021	Transfer from a Hospital	Urgent	01/25/2021	1650 ESKATON LOOP #165 ROSEVILLE, CA 95747	A41.9	
						<b>B/19/A</b>
						<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/18/2020	Transfer from a Hospital	Urgent	01/28/2020	8849 MOUNTBATTEN WAY ELK GROVE, CA 95624	B95.1	
					<b>B/09/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/26/2021	Transfer from a SNF	Urgent	11/15/2021	6788 Langston Way Sacramento, CA 95831	C61	
					<b>B/16/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/31/2022	Transfer from a Hospital	Urgent	06/09/2022	9840 Sunderland Way Elk Grove, CA 95757	S72.22XD	
					<b>B/04/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/23/2017	Transfer from a Hospital	Urgent	01/11/2018	10072 BADGER POND COURT WILTON, CA 95693	R54	
					<b>B/09/B</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/27/2021	Transfer from a Hospital	Urgent	06/01/2021	10072 BADGER POND COURT Wilton, CA 95693	S22.059D	
					<b>B/18/A</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	PDPM MANAGED CARE
09/03/2022	Transfer from a Hospital	Urgent	09/07/2022	8541 DIAMOND OAK WAY ELK GROVE, CA 95624	S42.252D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/02/A	Medicare Part A
08/01/2019	Transfer from a Hospital	Urgent	08/17/2019	555 HUNT AVE SPACE 11 RED BLUFF, CA 96080	K26.4		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/14/A	Medi-cal
10/04/2022	Transfer from a Hospital	Urgent		5139 9TH AVE SACRAMENTO, CA 95820	I50.30		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/18/B	Kaiser Senior
07/06/2018	Transfer from a Hospital	Urgent	07/23/2018	5660 MCMAHON DRIVE SACRAMENTO, CA 95824	S72.142D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/04/A	Kaiser Senior
11/11/2019	Transfer from a Hospital	Urgent	11/27/2019	4441 26TH AVENUE SACRAMENTO, CA 95820	I69.320		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/08/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

02/15/2020	Transfer from a Hospital	Urgent	03/02/2020	2889 NUNEZ COURT WEST SACRAMENTO, CA 95691	S72.001D	
						<b>B/16/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/06/2018	Transfer from a Hospital	Urgent	03/23/2018	228 RIVERBROOK WAY SACRAMENTO, CA 95831	E16.2	
						<b>C/08/B PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/15/2012	Transfer from a Hospital	Urgent	02/14/2020	455 FLORIN ROAD SACRAMENTO, CA 95831	I73.9	
						<b>C/06/B Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/22/2018	Transfer from a Hospital	Elective	02/07/2020	2151 57TH AVENUE SACRAMENTO, CA 95822	E88.41	
						<b>B/10/B Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/26/2022	Transfer from a Hospital	Urgent	09/07/2022	6217 ALPINE SPRING WAY ELK GROVE, CA 95758	Z51.5	
						<b>B/08/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/27/2019	Transfer from a Hospital	Urgent	03/13/2019	4407 OAKHOLLOW DR APT 91 SACRAMENTO, CA 95843	M54.5	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/14/2019	Transfer from a Hospital	Urgent	12/25/2019	4525 BLUE BILL WAY SACRAMENTO, CA 95842	H93.3X2	<b>B/10/B Kaiser Traditional</b>
10/27/2022	Transfer from a Hospital	Urgent	11/11/2022	17 Sausalito Court Sacramento, CA 95823	163.9	<b>B/18/A PDPM MANAGED CARE</b>
04/05/2019	Transfer from a Hospital	Urgent	06/06/2019	2233 MURIETA WAY SACRAMENTO, CA 95822	Z51.81	<b>B/03/A Medicare Part A</b>
09/14/2019	Transfer from a Hospital	Urgent	09/27/2019	6512 STAR BIRD CT ELK GROVE, CA 95758	D01.0	<b>B/18/B Kaiser Senior</b>
05/05/2019	Transfer from a Hospital	Urgent	06/05/2019	7248 FRENCH ROAD SACRAMENTO, CA 95828	L03.90	<b>B/04/A PR</b>
						<b>B/18/B PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

03/16/2022	Transfer from a Hospital	Urgent	03/28/2022	5311 Crystal Hill Way Sacramento, CA 95823	C61	
						<b>B/19/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/06/2019	Transfer from a Hospital	Urgent	09/13/2019	6411 VILLA DRIVE SACRAMENTO, CA 95842	L02.611	
						<b>B/10/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/04/2021	Transfer from a Hospital	Urgent	04/19/2021	9609 Hickory Rail Way Elk Grove, CA 95624	K92.89	
						<b>B/13/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/21/2021	Transfer from a Hospital	Urgent	05/04/2021	10270 E TARON DR APT#333 ELK GROVE, CA 95757	M48.061	
						<b>B/17/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/13/2018	Transfer from a Hospital	Urgent	01/29/2018	6761 PENDLETON ST SACRAMENTO, CA 95822	I63.9	
						<b>C/06/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/06/2018	Transfer from a Hospital	Urgent	04/17/2018	977 BRIARCREST WAY SACRAMENTO, CA 95831	R62.7	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/01/B</b>
						<b>BS OF CALIFORNIA</b>
04/27/2018	Transfer from a Hospital	Urgent	04/30/2018	17 SILVERSHORE COURT SACRAMENTO, CA 95834	M17.12	
						<b>B/03/A</b>
						<b>Medicare Part A</b>
08/21/2021	Transfer from a Hospital	Urgent	09/10/2021	9481 Triathlon Lane Elk Grove, CA 95758	T86.822	
						<b>B/15/A</b>
						<b>Kaiser Senior</b>
10/09/2019	Transfer from a Hospital	Urgent	10/21/2019	1825 U STREET SACRAMENTO, CA 95818	S06.6X0D	
						<b>B/16/A</b>
						<b>Medicare Part A</b>
04/10/2022	Transfer from a Hospital	Urgent	04/27/2022	5866 Annrud Way Sacramento, CA 95822	I21.4	
						<b>B/08/A</b>
						<b>Kaiser Senior</b>
02/15/2020	Transfer from a Hospital	Urgent	02/27/2020	1171 26TH AVENUE SACRAMENTO, CA 95822	M10.9	
						<b>B/12/A</b>
						<b>Other Hospice</b>



**Resident Information Query**

Sort By Resident Name

10/15/2018	Transfer from a Hospital	Urgent	10/17/2018	2129 SHIELAH WAY SACRAMENTO, CA 95822	N17.9	
						<b>B/06/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/16/2019	Transfer from a Hospital	Urgent	04/04/2019	5925 GLORIA DRIVE APT 3 SACRAMENTO, CA 95822	I69.354	
						<b>B/07/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/29/2020	Transfer from a Hospital	Urgent	03/16/2020	6936 BUENA TERRA WAY SACRAMENTO, CA 95831	A04.72	
						<b>B/01/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/06/2018	Transfer from a Hospital	Urgent	10/18/2018	7566 RIVER RANCH WAY SACRAMENTO, CA 95831	S06.5X0D	
						<b>B/14/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/18/2020	Transfer from a Hospital	Urgent	02/18/2020	4017 V STREET SACRAMENTO, CA 95817	N39.0	
						<b>B/09/A Managed Care</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/26/2018	Transfer from a Hospital	Urgent	05/28/2018	8815 LAND STAR WAY ELK GROVE, CA 95758	I67.1	
						<b>A/05/B PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

07/03/2018    Transfer from a Hospital    Urgent    08/09/2018    3851 JEFFREY AVE SACRAMENTO, CA 95820    R53.1

**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/27/2018    Transfer from a Hospital    Urgent    04/10/2018    9 MILLBROOK CR SACRAMENTO, CA 95828    I48.91

**B/14/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/19/2018    Transfer from a Hospital    Urgent    12/29/2018    5900 RIGHTWOOD WAY SACRAMENTO, CA 95823    R65.10

**B/02/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/30/2019    Transfer from a Hospital    Urgent    04/22/2019    7018 PESCADO CIR RANCHO MURIETA, CA 95683    I50.23

**B/19/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/24/2018    Transfer from a Hospital    Urgent    12/07/2018    5545 SKY PKWY APT 33 SACRAMENTO, CA 95823    E88.41

**B/08/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/10/2021    Transfer from a Hospital    Urgent    05/21/2021    600 I STREET APT #1408 SACRAMENTO, CA 95814    I46.9

**Resident Information Query**

Sort By Resident Name

						<b>A/01/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/22/2017	Transfer from a Hospital	Urgent		10040 TEDDINGTON WAY ELK GROVE, CA 95624	I50.30		
						<b>B/18/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/30/2019	Transfer from a Hospital	Urgent	04/20/2019	6822 ELVORA WAY ELK GROVE, CA 95757	I48.0		
						<b>B/19/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/07/2018	Transfer from a Hospital	Urgent	03/21/2018	12410 KIRKWOOD ST HERALD, CA 95638	R53.1		
						<b>D/16/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/06/2017	Transfer from a Hospital	Urgent	05/08/2018	40 PARK CITY CT, # 9105 SACRAMENTO, CA 95831	I49.5		
						<b>B/11/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/15/2018	Transfer from a Hospital	Urgent	03/28/2018	7114 6TH PKWY SACRAMENTO, CA 95823	K92.2		
						<b>B/06/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

05/11/2018 Transfer from a Hospital Urgent 06/01/2018 1 FAWNBROOK COURT SACRAMENTO, CA 95823 M48.02

**B/12/B Kaiser Senior**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

01/04/2021 Transfer from a Hospital Urgent 01/22/2021 2426 GARFIELD AVE. #A55 CARMICHAEL, CA 95608 L03.90

**B/12/B PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

09/05/2022 Transfer from a Hospital Urgent 09/17/2022 1905 Tracy Drive Yuba City, CA 95993 I48.91

**B/17/A Kaiser Senior**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

07/06/2018 Transfer from a Hospital Urgent 07/20/2018 11009 WINTERWIND LANE RANCHO CORDOVA, CA 95670 S22.32XD

**B/14/A PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

07/23/2020 Transfer from a Hospital Urgent 08/08/2020 7149 SPICER DR Citrus Heights, CA 95621 S32.501D

**D/02/B Medi-cal**

**Admission Date Admission Source Admission Type Discharge Date Previous Address Primary Diagnosis**

03/30/2021 Transfer from a Hospital Elective 09/24/2022 6520 CAPITAL DR SACRAMENTO, CA 95828 G30.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
					<b>B/14/B</b>
					<b>Kaiser Senior</b>
03/25/2018	Transfer from a Hospital	Urgent	04/06/2018	9325 E STOCKTON BOULEVARD ELK GROVE, CA 95624	E11.10
					<b>D/19/B</b>
					<b>PR</b>
03/14/2020	Transfer from a Hospital	Urgent	10/01/2020	72 SPRINGBROOK CIRCLE SACRAMENTO, CA 95831	S72.142D
					<b>B/18/B</b>
					<b>Kaiser Senior</b>
11/18/2019	Transfer from a Hospital	Urgent	11/30/2019	924 FREMONT WAY SACRAMENTO, CA 95818	
					<b>B/01/A</b>
					<b>Kaiser Senior</b>
01/08/2020	Transfer from a Hospital	Urgent	01/23/2020	2763 COLEMAN WAY SACRAMENTO, CA 95818	S72.142D
					<b>B/18/A</b>
					<b>HealthNet</b>
09/15/2018	Transfer from a Hospital	Urgent	09/30/2018	9521 ROYSTON WAY ELK GROVE, CA 95758	M17.12
					<b>B/13/B</b>
					<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

12/30/2018	Transfer from a Hospital	Urgent	01/09/2019	415 P STREET APT 524 SACRAMENTO, CA 95814	E87.1	
						<b>B/17/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/29/2020	Transfer from a Hospital	Urgent	02/11/2020	10433 ROCKINGHAM DRIVE RANCHO CORDOVA, CA 95670	N39.0	
						<b>B/02/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/26/2019	Transfer from a Hospital	Urgent	02/01/2019	3017 SUBARU COURT SACRAMENTO, CA 95826	N39.0	
						<b>B/07/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/20/2020	Transfer from a Hospital	Urgent	02/29/2020	2508 EMERALD LAKE LANE ELK GROVE, CA 95758	S72.032D	
						<b>A/08/B Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/27/2022	Transfer from a Hospital	Urgent		5905 GLORIA DRIVE #3 SACRAMENTO, CA 95822	I11.0	
						<b>B/15/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/14/2021	Transfer from a Hospital	Elective	07/19/2021	5324 STATE AVENUE SACRAMENTO, CA 95819	I50.33	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/06/2020	Transfer from a Hospital	Urgent	11/02/2020	6963 HAVENHURST DRIVE SACRAMENTO, CA 95831	M62.81

**A/14/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/10/2022	Transfer from a Hospital	Urgent	10/25/2022	4071 Manhattan Circle Sacramento, CA 95823	K56.699

**B/18/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/20/2019	Transfer from a Hospital	Urgent	06/09/2019	8613 BRODIE CT ELK GROVE, CA 95624	M80.052S

**B/07/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/05/2022	Transfer from a Hospital	Urgent	06/26/2022	8492 Ranch Park Way Elk Grove, CA 95624	S82.122D

**B/05/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/10/2022	Transfer from a Hospital	Urgent	05/31/2022	3363 WESTERN AVE Sacramento, CA 95838	I63.81

**B/11/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/12/B**

**PDPM MANAGED CARE**





## Resident Information Query

Sort By Resident Name

						<b>B/06/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/04/2019	Transfer from a Hospital	Urgent	03/19/2019	10131 ELKWOOD COURT ELK GROVE, CA 95624	Z47.1		
						<b>B/10/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/06/2021	Transfer from a Hospital	Urgent	07/13/2021	211 River Acres Drive Sacramento, CA 95831	A41.9		
						<b>B/12/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/13/2018	Transfer from a Hospital	Elective	03/27/2018	5917 67TH STREET SACRAMENTO, CA 95824	I72.4		
						<b>D/04/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/28/2019	Transfer from a Hospital	Urgent	03/30/2020	5280 MACK ROAD SACRAMENTO, CA 95823	M80.052D		
						<b>B/17/A</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/18/2021	Transfer from a Hospital	Urgent	09/28/2021	9210 Big Horn Boulevard APPT 260 Elk Grove, CA 95758	L03.115		
						<b>B/05/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

01/07/2020    Transfer from Other    Urgent    01/21/2020    4540 55TH STREET SACRAMENTO, CA 95820    S12.201D

**B/04/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/11/2021    Transfer from a Hospital    Urgent    05/17/2021    8188 Power Inn Road Sacramento, CA 95828    I11.9

**B/12/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/31/2022    Transfer from a Hospital    Urgent    11/15/2022    6643 50th Street Sacramento, CA 95823    S72.002D

**B/11/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/24/2018    Transfer from a Hospital    Urgent    01/13/2019    6643 VALLEY HI DR APT 334 SACRAMENTO, CA 95823    I63.9

**B/19/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/21/2018    Transfer from a Hospital    Urgent    04/07/2018    8938 LAKE ELSINORE CT ELK GROVE, CA 95624    T45.1X5D

**B/06/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/21/2018    Transfer from a Hospital    Urgent    07/22/2018    P.O. BOX 245202 SACRAMENTO, CA 95824    S06.5X0D

**B/16/B**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/08/2022	Transfer from a Hospital	Urgent	03/23/2022	9004 Grove Street Elk Grove, CA 95624	I63.9
					<b>B/01/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/21/2020	Transfer from a Hospital	Urgent	03/06/2020	9358 FOX RIVER WAY SACRAMENTO, CA 95829	Z48.3
					<b>B/12/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/09/2018	Transfer from a Hospital	Urgent	05/04/2018	7548 GREENHAVEN DRIVE #119 SACRAMENTO, CA 95831	J44.1
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/21/2019	Transfer from a Hospital	Urgent	11/05/2019	8031 RUSH RIVER DR #61 SACRAMENTO, CA 95831	S72.141D
					<b>B/11/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/15/2022	Transfer from a Hospital	Elective	10/01/2022	1917 Markham Way Sacramento, CA 95818	S72.141D
					<b>B/02/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/09/2018	Discontinued Emergency Room	Urgent	12/27/2018	1662 JOSHUA TREE ST DAVIS, CA 95616	I73.9

**Resident Information Query**

Sort By Resident Name

<b>[REDACTED]</b>						<b>B/18/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/18/2017	Transfer from a Hospital	Urgent	01/12/2018	1601 ARVILLA DRIVE SACRAMENTO, CA 95822	R53.1		

<b>[REDACTED]</b>						<b>B/18/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/04/2018	Transfer from a Hospital	Urgent	05/12/2018	5414 ONTARIO ST SACRAMENTO, CA 95820	T84.54XD		

<b>[REDACTED]</b>						<b>B/18/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/14/2021	Transfer from a Hospital	Urgent	08/01/2021	1720 CREEKSIDE DRIVE APT#111 FOLSOM, CA 95630	S72.001D		

<b>[REDACTED]</b>						<b>B/13/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/28/2018	Transfer from a Hospital	Urgent	07/02/2018	420 WINTERHAVEN AVE SACRAMENTO, CA 95833	R41.82		

<b>[REDACTED]</b>						<b>B/17/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/15/2022	Transfer from a Hospital	Urgent	04/02/2022	5487 Tares Circle Elk Grove, CA 95757	I48.91		

<b>[REDACTED]</b>						<b>B/01/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/11/2020	Transfer from a Hospital	Urgent	04/24/2020	PO BOX 4433 GEORGETOWN, CA 95634	I69.051

**B/03/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/18/2021	Transfer from a Hospital	Urgent	10/29/2021	8386 Wheatland Drive Sacramento, CA 95828	I50.23

**B/15/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/22/2019	Transfer from a Hospital	Urgent	09/01/2019	2701 BRENTWOOD PL DAVIS, CA 95618	Z47.89

**B/09/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/08/2021	Transfer from a Hospital	Urgent	07/20/2021	3600 Data Drive APT.#318 Rancho Cordova, CA 95670	M17.12

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/21/2019	Transfer from a Hospital	Urgent	11/12/2019	17 HOPLAND CT SACRAMENTO, CA 95831	S32.031D

**B/08/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/08/A**

**Commercial Like Medicare**

**Resident Information Query**

Sort By Resident Name

09/20/2018	Transfer from a Hospital	Urgent	10/05/2018	17 HOPLAND CT SACRAMENTO, CA 95831	M25.512		
						<b>B/10/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
08/06/2019	Transfer from a Hospital	Urgent	08/16/2019	18450 N HIGHWAY 88 SP 80 LOCKEFORD, CA 95237	I48.2		
						<b>D/09/A</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
11/08/2019	Transfer from a Hospital	Urgent	12/31/2019	6903 GLORIA DR SACRAMENTO, CA 95831	Z48.817		
						<b>B/13/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
01/15/2019	Transfer from a Hospital	Elective	04/09/2019	9167 TAVERNOR RD WILTON, CA 95693	S72.002D		
						<b>B/17/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
02/02/2018	Transfer from a Hospital	Urgent	02/22/2018	1749 EMILY LANE LINCOLN, CA 95648	M17.11		
						<b>B/16/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
06/17/2021	Transfer from a Hospital	Urgent	07/04/2021	7409 Baronne Lane Sacramento, CA 95828	I69.314		
						<b>B/13/B</b>	<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/28/2020	Transfer from a Hospital	Urgent	10/21/2020	8735 ELK WAY Elk Grove, CA 95624	N10
					<b>B/12/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/26/2021	Transfer from a Hospital	Urgent	03/12/2021	8033 PUKA WAY SACRAMENTO, CA 95823	L03.115
					<b>B/04/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/12/2018	Transfer from a Hospital	Urgent	05/05/2018	2832 AQUINO DRIVE SACRAMENTO, CA 95833	S72.451D
					<b>B/13/B</b>
					<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/07/2018	Transfer from a Hospital	Urgent	03/16/2018	6706 FREEHAVEN DR SACRAMENTO, CA 95831	R53.1
					<b>B/07/B</b>
					<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/02/2018	Transfer from a Hospital	Urgent	04/13/2018	8190 ARROYO VISTA DRIVE SACRAMENTO, CA 95823	R41.82
					<b>C/02/A</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/14/2019	Transfer from Other	Elective	02/21/2019	PO BOX 70000 VAN NUYS, CA 91470	Z75.5
					<b>B/09/B</b>
					<b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/05/2018	Transfer from a Hospital	Urgent	11/20/2018	7150 BELL RIVER WAY SACRAMENTO, CA 95831	S72.102D
					<b>B/16/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/14/2018	Transfer from a Hospital	Urgent	09/21/2018	9838 VALGRANDE WAY ELK GROVE, CA 95757	M00.851
					<b>A/07/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/10/2009	Transfer from a Hospital	Urgent		10335 SHOECH CT ELK GROVE, CA 95767	E11.319
					<b>B/15/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/08/2021	Transfer from a Hospital	Urgent	05/04/2021	2001 ROSE ARBOR DR # 126 SACRAMENTO, CA 95835	K57.20
					<b>B/18/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/14/2018	Transfer from a Hospital	Urgent	10/28/2018	6143 BROADWAY SACRAMENTO, CA 95820	S09.90XD
					<b>B/03/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

## Resident Information Query

Sort By Resident Name

06/05/2021 Transfer from a Hospital Urgent 06/19/2021 2345 GROVE AVENUE SACRAMENTO, CA 95815 532.4740

C/05/B

Medi-cal

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/26/2017 Transfer from a Hospital Urgent 113 GARDENIA AVE SACRAMENTO, CA 95828 169.359

B/03/B

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/11/2018 Transfer from a Hospital Urgent 06/06/2018 7 WETSEL COURT SACRAMENTO, CA 95831 T84.51XD

A/03/B

Kaiser GMC

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/13/2019 Transfer from a SNF Elective 02/25/2019 3227 RENWICK AVENUE APT #164 ELK GROVE, CA 95758 R62.7

B/07/B

Kaiser Traditional

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/08/2021 Transfer from a Hospital Urgent 11/08/2021 1225 Garaventa Way Sacramento, CA 95833 146.9

B/16/A

PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/06/2022 Transfer from a Hospital Urgent 11/17/2022 8028 POLO CROSS AVE SACRAMENTO, CA 95829 N39.0

B/19/B

Kaiser Senior

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/22/2018	Transfer from a Hospital	Urgent	05/14/2018	4800 Q STREET SACRAMENTO, CA 95819	K92.2	
						<b>A/16/A</b> <b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/25/2021	Transfer from a Hospital	Urgent		8287 SUMMER FALLS CIR SACRAMENTO, CA 95828	163.9	
						<b>C/12/A</b> <b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/18/2019	Transfer from a Hospital	Urgent	04/01/2020	2832 NORCROSS DR SACRAMENTO, CA 95833	161.3	
						<b>D/12/A</b> <b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/26/2019	Transfer from a Hospital	Urgent	05/15/2019	9312 EMILY ST ELK GROVE, CA 95624	A04.72	
						<b>B/02/B</b> <b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/15/2021	Transfer from a Hospital	Urgent	12/08/2021	765 Blackmer Circle Sacramento, CA 95825	163.532	
						<b>B/17/B</b> <b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/10/2018	Transfer from a Hospital	Urgent	04/19/2018	1509 ENDRES CT SACRAMENTO, CA 95822	M62.262	
						<b>B/12/A</b> <b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/26/2018	Transfer from a Hospital	Urgent	09/07/2018	35 ROBLES STREET SACRAMENTO, CA 95828	R62.7	
						<b>B/09/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/28/2020	Transfer from a Hospital	Urgent	03/11/2020	6230 GREENHAVEN DR #116 SACRAMENTO, CA 95831	N39.0	
						<b>B/17/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/14/2019	Transfer from a Hospital	Urgent	12/28/2019	9525 CLEAR SPRINGS CR ELK GROVE, CA 95624	S72.002D	
						<b>B/19/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/02/2018	Transfer from a Hospital	Urgent	08/14/2018	575 LEEWARD WAY SACRAMENTO, CA 95831	150.9	
						<b>B/14/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/01/2020	Transfer from a Hospital	Urgent	01/12/2020	6181 WESTHOLME WAY SACRAMENTO, CA 95823	Z48.815	
						<b>B/06/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/12/2019	Transfer from a Hospital	Urgent	03/01/2019	5455 64TH ST SACRAMENTO, CA 95820	M06.9	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/19/2019	Transfer from a Hospital	Urgent	09/14/2022	113 MICHELLE CT GALT, CA 95632	F03.90	<b>A/07/B</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/26/2022	Transfer from a Hospital	Urgent		509 Michigan Boulevard West Sacramento, CA 95691	S32.018D	<b>A/11/B</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/30/2021	Transfer from a Hospital	Urgent	09/04/2021	8932 Leland Avenue Sacramento, CA 95829	S22.089D	<b>B/12/B</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/04/2016	Transfer from a Hospital	Elective	01/05/2021	8445 WILMARTH WAY ELK GROVE, CA 95624	Z51.5	<b>D/02/B</b> <b>Other Hospice</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/26/2019	Transfer from a Hospital	Urgent	04/10/2019	10270 E Taron Dr #19 Elk Grove, CA 95757	S72.142S	<b>B/09/A</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/05/A</b> <b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

09/04/2019    Transfer from a Hospital    Urgent    09/12/2019    6916 ELVORA WAY  
ELK GROVE, CA 95757    J96.10

**C/04/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/10/2021    Transfer from a SNF    Urgent    06/29/2022    7291 River Place Way  
Sacramento, CA 95831    I63.89

**B/07/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/12/2021    Transfer from a Hospital    Urgent    12/14/2021    5507 PERIODOT DRIVE  
ROCKLIN, CA 95677    S62.102D

**B/12/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/09/2020    Transfer from a Hospital    Urgent    10/23/2020    16 LOCHMOOR CR  
SACRAMENTO, CA 95823    I50.23

**B/02/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/24/2020    Transfer from a Hospital    Urgent    03/06/2020    9598 STONE SPRINGS DRIVE  
ELK GROVE, CA 95624    M84.363D

**B/15/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/16/2022    Transfer from a Hospital    Urgent    03/02/2022    25315 Overland Drive  
Volcano, CA 95689    E11.10

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/30/2018	Transfer from a Hospital	Urgent	11/12/2018	4520 FRANCIS COURT SACRAMENTO, CA 95822	G91.9	<b>B/08/B Kaiser Senior</b>
03/13/2019	Transfer from a Hospital	Urgent	03/29/2019	8321 NEWFIELD CR SACRAMENTO, CA 95828		<b>B/16/A Kaiser Senior</b>
02/08/2020	Transfer from a Hospital	Urgent	02/25/2020	8476 SHELDON RD APT 154 ELK GROVE, CA 95624	J96.01	<b>B/11/A Kaiser Senior</b>
12/12/2017	Transfer from a Hospital	Urgent	01/05/2018	7541 CORPORATE WAY #243 SACRAMENTO, CA 95831	R65.10	<b>B/04/A Kaiser Senior</b>
11/30/2019	Transfer from a Hospital	Urgent	12/19/2019	6012 BELLEAU WOOD LN SACRAMENTO, CA 95822		<b>B/14/A PDPM MANAGED CARE</b>
						<b>B/12/A PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

09/17/2021 Transfer from a Hospital Urgent 10/01/2021 1601 POTRERO WAY SACRAMENTO, CA 95822 N39.0

**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/09/2019	Transfer from a Hospital	Urgent	10/28/2019	P O BOX 293626 SACRAMENTO, CA 95829	N39.0

**B/09/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2018	Transfer from a Hospital	Urgent	07/14/2018	1345 VALLEJO WAY SACRAMENTO, CA 95818	S72.001D

**B/11/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/07/2018	Transfer from a Hospital	Urgent	06/30/2018	9405 WINDING RIVER WAY ELK GROVE, CA 95624	N39.0

**B/17/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/03/2021	Transfer from a Hospital	Urgent	12/13/2021	7922 MANSELL WAY Elk Grove, CA 95758	A41.52

**B/08/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/02/2018	Transfer from a Hospital	Urgent	02/07/2018	9210 BIG HORN BLVD # 211 ELK GROVE, CA 95758	N18.3

**B/17/A**

**Medicare Part A**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/22/2019	Transfer from a Hospital	Urgent	05/29/2019	201 HEMPFORD CIRCLE SACRAMENTO, CA 95832	Z47.1

**B/04/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/18/2019	Transfer from a Hospital	Urgent	04/06/2019	4101 CUNY AVE SACRAMENTO, CA 95823	S90.852S

**B/11/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/02/2020	Transfer from a Hospital	Urgent	07/14/2020	10439 AMBASSADOR DR RANCHO CORDOVA, CA 95670	A41.89

**B/05/A Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/24/2019	Transfer from a Hospital	Urgent	11/09/2019	2163 SARAZEN AVENUE SACRAMENTO, CA 95822	S82.142D

**C/19/A Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/24/2020	Transfer from a Hospital	Urgent		9332 LOVEWELL COURT ELK GROVE, CA 95758	Z51.5

**C/12/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/06/2019	Transfer from a Hospital	Urgent	11/21/2019	4454 DURER PARKWAY SACRAMENTO, CA 95823	L03.116
					<b>B/14/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/21/2020	Transfer from a Hospital	Urgent	07/02/2020	10344 GRACIOSA WAY ELK GROVE, CA 95757	S32.401D
					<b>B/10/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/09/2018	Transfer from a Hospital	Urgent	04/21/2018	7765 FLORENCIA LANE SACRAMENTO, CA 95829	M54.5
					<b>B/10/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/14/2021	Transfer from a Hospital	Urgent	05/26/2021	700 41ST STREET SACRAMENTO, CA 95819	R55
					<b>C/06/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/16/2018	Transfer from a Hospital	Urgent	06/01/2018	5925 LACASTANA WAY SACRAMENTO, CA 95823	M16.0
					<b>B/14/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

## Resident Information Query

Sort By Resident Name

11/06/2020 Transfer from a Hospital Urgent 11/25/2020 5139 14TH AVE SACRAMENTO, CA 95820 131.4

**B/19/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/11/2019	Transfer from a Hospital	Urgent	09/25/2019	6895 WATERVIEW WAY SACRAMENTO, CA 95831	247.89

**B/10/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/21/2018	Transfer from a Hospital	Urgent	12/11/2018	1180 CORPORATE WAY SACRAMENTO, CA 95831	121.4

**B/03/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/11/2019	Transfer from a Hospital	Urgent	07/09/2019	9561 CONEY ISLAND CIRCLE ELK GROVE, CA 95758	247.1

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/06/2022	Transfer from a Hospital	Urgent	04/23/2022	5845 Lincoln Avenue Rocklin, CA 95677	576.1120

**B/10/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/18/2019	Transfer from a Hospital	Urgent	06/01/2019	9535 CEDAR RAIL WAY ELK GROVE, CA 95624	103.114

**B/03/B**

**Commercial Like Medicare**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/21/2018	Transfer from a Hospital	Urgent	08/07/2018	9337 NEWINGTON WAY ELK GROVE, CA 95758	Z96.652
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/09/2018	Transfer from a Hospital	Urgent	12/20/2018	1943 13TH AVE SACRAMENTO, CA 95818	J18.9
					<b>B/11/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/25/2022	Transfer from a Hospital	Urgent	11/13/2022	3636 May Street Sacramento, CA 95838	I62.9
					<b>B/04/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/06/2018	Transfer from a Hospital	Urgent	02/18/2018	5912 79TH STREET SACRAMENTO, CA 95824	R60.1
					<b>B/12/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/16/2022	Transfer from a Hospital	Urgent	11/21/2022	1159 West Molly Court Upland, CA 91786	A41.89
					<b>B/13/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/01/2019	Transfer from a Hospital	Urgent	11/29/2019	4100 FOLSOM BOULEVARD 4C SACRAMENTO, CA 95819	

**Resident Information Query**

Sort By Resident Name

<b>B/19/B</b>						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/15/2022	Transfer from a Hospital	Urgent		2701 North Cove Drive Sacramento, CA 95833	I63.81	

<b>C/01/B</b>						<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/31/2017	Transfer from a SNF	Elective	05/01/2021	26 ROCKWOOD DRIVE GRASS VALLEY, CA 95945	Z51.5	

<b>B/16/A</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/28/2020	Transfer from a Hospital	Urgent	05/19/2020	8794 FROSSES COURT SACRAMENTO, CA 95828	S72.001D	

<b>B/08/B</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/29/2019	Transfer from a Hospital	Urgent	05/13/2019	4670 63RD ST SACRAMENTO, CA 95820	S82.841S	

<b>B/12/A</b>						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/21/2022	Transfer from a Hospital	Urgent	04/26/2022	7065 Wavecrest Way Sacramento, CA 95831	S72.401D	

<b>B/15/B</b>						<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/09/2020	Transfer from a Hospital	Urgent	12/23/2020	29 CALLA LILY COURT SACRAMENTO, CA 95833	I70.235	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/18/2018	Transfer from a Hospital	Urgent	02/02/2018	6410 WESTHOLME WAY SACRAMENTO, CA 95823	S72.142D

**B/04/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/12/2021	Transfer from a Hospital	Urgent	06/28/2021	10468 Franklin Boulevard Elk Grove, CA 95757	B00.4

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/19/2018	Transfer from a Hospital	Urgent	08/28/2018	14019 ISLAND VIEW WAY WALNUT GROVE, CA 95690	B95.2

**B/16/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/27/2019	Transfer from a Hospital	Urgent		1043 43RD AVENUE # 9 SACRAMENTO, CA 95822	M06.9

**D/07/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/16/2020	Transfer from a Hospital	Urgent	04/04/2020	Greenhaven Estates 7548 GREENHAVEN DRIVE APT #224 SACRAMENTO, CA 95831	J96.01

**B/09/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**B/17/B**

**Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/03/2021	Transfer from a Hospital	Urgent	05/27/2021	629 W TYLER ISLAND BRIDGE ROAD ISLETON, CA 95641	N39.0
					<b>B/04/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/01/2021	Transfer from a Hospital	Urgent	07/13/2021	4243 54TH STREET SACRAMENTO, CA 95820	K52.9
					<b>B/19/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/05/2019	Transfer from a Hospital	Urgent	04/25/2019	1581 JANRICK AVE SACRAMENTO, CA 95832	Q07.00
					<b>B/12/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/30/2020	Transfer from a Hospital	Urgent	07/10/2020	360 WINTER GARDEN AVE SACRAMENTO, CA 95833	163.9
					<b>B/08/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/26/2021	Transfer from a Hospital	Urgent	09/07/2021	7742 S PARK WAY SACRAMENTO, CA 95823	150.40
					<b>C/12/A</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis



**Resident Information Query**

Sort By Resident Name

03/23/2019    Transfer from a Hospital    Urgent    04/02/2019    5615 GREENBRAE ROAD SACRAMENTO, CA 95822    S33.4XXD

**[REDACTED]**    **[REDACTED]**    **B/15/B**    **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/26/2018	Transfer from a Hospital	Urgent	10/06/2018	4920 VILLA ROYALE SACRAMENTO, CA 95823	163.9
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**[REDACTED]**    **[REDACTED]**    **B/08/B**    **Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/06/2018	Transfer from a Hospital	Urgent	09/29/2018	312 BAY RIVER WAY SACRAMENTO, CA 95831	E87.5
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**[REDACTED]**    **[REDACTED]**    **B/15/A**    **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/27/2019	Transfer from a Hospital	Urgent	10/09/2019	8774 JADESTONE CT ELK GROVE, CA 95624	315.1
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**[REDACTED]**    **[REDACTED]**    **B/15/B**    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/09/2018	Transfer from a Hospital	Urgent	09/21/2018	7628 WINDBRIDGE DRIVE #67 SACRAMENTO, CA 95831	R53.1
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**[REDACTED]**    **[REDACTED]**    **B/03/B**    **Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/13/2022	Transfer from a Hospital	Urgent	10/29/2022	7870 Snead Way Sacramento, CA 95829	S72.002D
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## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/12/B	PR
05/10/2021	Transfer from a Hospital	Urgent	07/19/2021	3146 Cabrioleet Court Carmichael, CA 95608	S72.142D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/15/B	Medi-cal
09/26/2019	Transfer from a Hospital	Elective	01/31/2020	1720 CREEKSIDE DR 715 FOLSOM, CA 95630	E11.40		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/01/A	Kaiser Senior
01/19/2018	Transfer from a Hospital	Urgent	02/04/2018	8557 BLACKCHERRY CT ELK GROVE, CA 95624	I50.30		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/B	Kaiser Traditional
09/05/2022	Transfer from a Hospital	Urgent	09/14/2022	5821 Nona Way Sacramento, CA 95824	N39.0		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	D/04/B	Medi-cal
02/03/2020	Transfer from a Hospital	Urgent	06/01/2021	7885 DERRHAVEN WAY SACRAMENTO, CA 95832	M80.021D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

06/29/2018    Transfer from a Hospital    Urgent    07/18/2018    4215 FLORAL DR  
SACRAMENTO, CA 95834    L59.9

**B/09/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/18/2020    Transfer from a Hospital    Urgent    05/04/2020    3225 FREEPORT BLVD APT #507  
SACRAMENTO, CA 95818    I63.40

**B/02/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/13/2020    Transfer from a Hospital    Urgent    02/02/2020    8 FALLWIND CR  
SACRAMENTO, CA 95831    B96.1

**B/16/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/25/2022    Transfer from a SNF    Urgent    12/30/2022    6789 Coachlite Way  
Sacramento, CA 95831    Z47.1

**B/16/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/04/2021    Transfer from a Hospital    Urgent    05/11/2021    7813 MAC BETH WAY  
SACRAMENTO, CA 95828    M54.5

**C/17/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/10/2018    Transfer from a Hospital    Urgent    03/06/2018    1175 MONTE VISTA WAY  
SACRAMENTO, CA 95831    J44.9

**B/11/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/08/2022	Transfer from a Hospital	Urgent	11/22/2022	9730 Backer Ranch Road Elk Grove, CA 95757	L03.116
					<b>B/19/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/03/2019	Transfer from a Hospital	Urgent	01/18/2019	8708 THETFORD COURT ELK GROVE, CA 95624	R65.10
					<b>A/02/A</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/21/2021	Transfer from a Hospital	Urgent	09/09/2021	1759 10th Avenue Sacramento, CA 95818	G92
					<b>B/09/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/18/2018	Transfer from a Hospital	Urgent	03/09/2018	4689 WINDSONG ST SACRAMENTO, CA 95834	R65.10
					<b>B/13/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/18/2018	Transfer from a Hospital	Urgent	07/29/2018	7405 PARDIS LANE SACRAMENTO, CA 95828	S72.402D
					<b>B/01/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2019	Transfer from a Hospital	Urgent	12/29/2019	80 SHORELINE CIRCLE SACRAMENTO, CA 95831	I50.813

**Resident Information Query**

Sort By Resident Name

						<b>B/11/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/21/2020	Transfer from a Hospital	Urgent	08/07/2020	12627 APRICOT LANE WILTON, CA 95693	N39.0		
						<b>B/12/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/27/2021	Transfer from a Hospital	Urgent	08/12/2021	7548 GREENHAVEN DR #103 SACRMANETO, CA 95831	N17.9		
						<b>B/10/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/23/2018	Transfer from a Hospital	Urgent	03/12/2018	4505 44TH ST SACRAMENTO, CA 95820	I82.409		
						<b>B/10/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/29/2022	Transfer from a Hospital	Urgent		7448 Greenhaven Drive Sacramento, CA 95831	S72.002D		
						<b>B/08/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/05/2018	Transfer from a Hospital	Urgent	07/28/2018	7741 AMHERST STREET SACRAMENTO, CA 95832	S72.002D		
						<b>C/09/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/25/2019	Transfer from a Hospital	Urgent	01/26/2019	8188 POWER INN ROAD APT 103 SACRAMENTO, CA 95828	L89.309
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2019	Transfer from a Hospital	Urgent	03/29/2019	400 D STREET APT 313 GALT, CA 95632	I25.10
					<b>B/13/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/04/2019	Transfer from a Hospital	Urgent	07/16/2019	9313 EDISTO WAY ELK GROVE, CA 95758	Z48.3
					<b>C/14/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/17/2021	Transfer from a Hospital	Urgent		2391 River Plaza Drive Sacramento, CA 95833	I12.9
					<b>B/12/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/09/2019	Transfer from a Hospital	Urgent	05/22/2019	5029 MCGLASHAN ST SACRAMENTO, CA 95820	K85.90
					<b>B/15/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

03/09/2021    Transfer from a Hospital    Urgent    04/06/2021    9598 STONE SPRING DRIVE Elk Grove, CA 95624    M86.172

**B/14/B**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/30/2020    Transfer from a Hospital    Urgent    11/25/2020    702 FAIRGROUNDS DRIVE APT#507 SACRAMENTO, CA 95817    M87.051

**B/10/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/11/2021    Transfer from a Hospital    Urgent    11/24/2021    1427 Neal Dow Avenue Chico, CA 95926    S72.002D

**B/18/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/21/2022    Transfer from a Hospital    Urgent    10/22/2022    3564 Pacifica Lane Elk Grove, CA 95758    Z47.1

**B/01/B**

**BS OF CALIFORNIA**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/25/2018    Transfer from a Hospital    Urgent    04/13/2018    11067 CONTINENTAL CT. ADELANTO, CA 92301    I63.341

**B/13/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/05/2021    Transfer from a Hospital    Urgent    04/19/2021    8725 LOS ENCANTOS CIRCLE ELK GROVE, CA 95624    R57.9



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/21/2018	Transfer from a Hospital	Urgent	06/29/2018	7484 REDWOOD IVY WAY SACRAMENTO, CA 95829	J44.1	<b>B/12/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/10/2015	Transfer from a Hospital	Urgent	11/23/2018	6831 TERRENO DR RANCHO MURIETA, CA 95683	K56.600	<b>A/12/B PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/24/2019	Transfer from a Hospital	Urgent	09/03/2019	9316 BOOTHWYN WAY ELK GROVE, CA 95758	Z96.652	<b>B/10/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/20/2018	Transfer from a Hospital	Urgent	03/08/2018	7300 24TH ST BYPASS 2355 SACRAMENTO, CA 95822	R53.1	<b>B/04/B Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/28/2021	Transfer from a Hospital	Urgent		385 London Drive Gilroy, CA 95020	Z51.5	<b>A/10/B Other Hospice</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/19/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

02/15/2020    Transfer from a Hospital    Urgent    02/29/2020    4761 MEAD AVENUE SACRAMENTO, CA 95822    S22.010D

**D/16/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/19/2011    Transfer from a Hospital    Urgent    01/30/2019    1615 U Street #C SACRAMENTO, CA 95818    H40.11X0

**B/12/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/19/2018    Transfer from a Hospital    Urgent    04/29/2018    261 BARNHART CR SACRAMENTO, CA 95835    T21.02XD

**B/09/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/22/2019    Transfer from a SNF    Elective    11/22/2020    9030 DESCENDANT DR ELK GROVE, CA 95758    E11.40

**A/09/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/17/2015    Transfer from a Hospital    Elective       1180 COPORATE WAY NO 219 SACRAMENTO, CA 95831    Z86.73

**B/03/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/18/2008    Transfer from a Hospital    Elective    11/27/2020    7472 24TH STREET Sacramento, CA 95822    F03.90

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/02/2019	Transfer from a Hospital	Urgent	04/04/2019	6 TYNDALL COURT SACRAMENTO, CA 95823	B97.4	<b>B/15/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/03/2022	Transfer from a Hospital	Urgent	07/21/2022	12 Tristan Circle Sacramento, CA 95823	S72.011D	<b>B/14/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/01/2018	Transfer from a Hospital	Urgent	10/14/2018	7329 CIRCLE PARKWAY SACRAMENTO, CA 95823	M17.10	<b>B/13/A BS OF CALIFORNIA</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/04/2018	Transfer from a Hospital	Urgent	02/18/2018	18 TEARPAK CT SACRAMENTO, CA 95823	S72.142D	<b>B/15/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/24/2018	Transfer from a Hospital	Urgent	06/18/2019	4460 A PKWY SACRAMENTO, CA 95823	F02.81	<b>C/08/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/19/2019	Transfer from a Hospital	Urgent	03/08/2019	1610 ALVINA AVENUE SACRAMENTO, CA 95822	J90	<b>B/15/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/11/2019	Transfer from a Hospital	Urgent	10/24/2019	1300 SWANSTON DR SACRAMENTO, CA 95818	S22.42XD	<b>B/02/A Kaiser Senior</b>
01/29/2019	Transfer from a Hospital	Urgent	02/12/2019	9114 LELAND OAKS COURT ELK GROVE, CA 95624	S32.501D	<b>B/10/B Medicare Part A</b>
06/24/2020	Transfer from a Hospital	Urgent	08/07/2020	6994 DEVOTION LN SACRAMENTO, CA 95823	T85.79XD	<b>B/10/B Medi-cal</b>
06/15/2019	Transfer from a Hospital	Urgent	06/28/2019	1111 ALVARADO AVENUE 243 DAVIS, CA 95616	I25.10	<b>B/03/A Kaiser Senior</b>
08/14/2021	Transfer from a Hospital	Urgent	08/29/2021	5349 North Parkway Sacramento, CA 95823	S72.001D	<b>B/10/A PDPM MANAGED CARE</b>
						<b>B/01/B Medicare Part A</b>



**Resident Information Query**

Sort By Resident Name

						<b>B/16/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/22/2022	Transfer from a Hospital	Urgent	09/01/2022	5404 Stanmore Way Elk Grove, CA 95758	S42.202D		

						<b>B/04/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/19/2018	Transfer from a Hospital	Urgent	08/31/2018	7622 WINDBRIDGE DR #21 SACRAMENTO, CA 95831	E87.1		

						<b>B/11/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/28/2020	Transfer from a Hospital	Urgent	03/13/2020	56 STORZ ROAD SACRAMENTO, CA 95823	M80.051D		

						<b>A/08/A</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/22/2016	Transfer from a Hospital	Urgent	07/20/2020	8184 GRISHAM WAY ELK GROVE, CA 95758	R65.10		

						<b>B/08/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/21/2019	Transfer from a Hospital	Urgent	03/05/2019	13961 ISLANDVIEW WAY WALNUT GROVE, CA 95690	I25.10		

						<b>B/19/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

08/18/2018    Transfer from a Hospital    Urgent    09/29/2018    6915 ELK GROVE BLVD ELK GROVE, CA 95758    S72.001D

**B/08/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/11/2018    Transfer from a Hospital    Urgent    10/26/2018    8914 SHELDON OAKS LANE ELK GROVE, CA 95624    R41.0

**B/04/B**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/12/2018    Transfer from a Hospital    Urgent    03/25/2018    4283 WARREN AVENUE SACRAMENTO, CA 95822    S72.002D

**B/01/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/19/2018    Transfer from a Hospital    Urgent    08/03/2018    6908 VERA CRUZ COURT CITRUS HEIGHTS, CA 95621    S72.002D

**B/13/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/16/2021    Transfer from a Hospital    Urgent    03/27/2021    13850 SARGENT AVENUE GALT, CA 95632    S32.592D

**B/02/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/21/2018    Transfer from a Hospital    Urgent    05/31/2018    5601 NATOMAS BLVD APT. 3209 SACRAMENTO, CA 95835    T84.020D

**Resident Information Query**

Sort By Resident Name

						<b>B/09/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/04/2019	Transfer from a Hospital	Urgent	11/04/2019	7529 TITIAN PARKWAY SACRAMENTO, CA 95823	J44.9		
						<b>B/14/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/05/2022	Transfer from a Hospital	Urgent	04/23/2022	6001 Riverside Boulevard Sacramento, CA 95831	I70.544		
						<b>B/01/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/04/2020	Transfer from a Hospital	Urgent	03/20/2020	1083 RIO CIDADE WAY SACRAMENTO, CA 95831	J18.9		
						<b>B/11/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
10/04/2022	Transfer from a Hospital	Urgent	10/21/2022	4970 Quonset Drive Sacramento, CA 95820	I63.512		
						<b>B/18/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/01/2022	Transfer from a Hospital	Urgent	07/22/2022	10035 Mills Station Road Sacramento, CA 95827	S42.301D		
						<b>B/16/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		



**Resident Information Query**

Sort By Resident Name

06/27/2020    Transfer from a Hospital    Urgent    07/09/2020    9 BLISS RIVER COURT  
SACRAMENTO, CA 95831    R55

**B/13/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/21/2018    Transfer from a Hospital    Urgent    09/15/2018    4536 FRANCIS CT  
SACRAMENTO, CA 95822    S32.9XXD

**C/13/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/27/2018    Transfer from a Hospital    Urgent    11/30/2018    4304 ULRICH WAY  
SACRAMENTO, CA 95822    I63.9

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/08/2022    Transfer from a Hospital    Urgent    04/26/2022    8967 ROUNDABOUT CT  
Menlo Park, CA 95624    S72.002D

**A/13/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/04/2020    Transfer from a Hospital    Urgent    02/14/2020    6350 RIVERSIDE BOULEVARD  
344 SACRAMENTO, CA 95831    Z51.5

**B/18/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/03/2021    Transfer from a Hospital    Urgent    05/17/2021    9465 ROGERS ROAD  
SACRAMENTO, CA 95829    S32.039D

**Resident Information Query**

Sort By Resident Name

						<b>B/17/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/21/2022	Transfer from a Hospital	Urgent		6432 11th Avenue Sacramento, CA 95820	S72.141D		
						<b>B/12/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/15/2021	Transfer from a Hospital	Urgent	04/08/2021	6817 EWING WAY SACRAMENTO, CA 95828	S32.591D		
						<b>B/12/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
05/20/2018	Transfer from a Hospital	Urgent	06/03/2018	1620 MARKHAM WAY SACRAMENTO, CA 95818	M25.561		
						<b>B/05/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/01/2019	Transfer from a Hospital	Urgent	06/08/2019	6817 EWING WAY SACRAMENTO, CA 95828	G93.41		
						<b>A/13/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/16/2019	Transfer from a Hospital	Urgent	05/27/2022	5920 STALLON AVE SACRAMENTO, CA 95823	G20		
						<b>B/16/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

02/22/2019    Transfer from a Hospital    Urgent    03/12/2019    7215 GARDNER AVENUE SACRAMENTO, CA 95828    T84.090D

**B/15/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/22/2018	Transfer from a Hospital	Urgent	06/23/2018	7215 GARDNER AVE SACRAMENTO, CA 95828	F06.1

**B/05/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/10/2019	Transfer from a Hospital	Urgent	05/14/2019	10300 MAGGY ROAD WILTON, CA 95693	N17.9

**C/03/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/21/2022	Transfer from a Hospital	Urgent	12/06/2022	2300 K Street #204 Sacramento, CA 95816	L97.529

**B/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/06/2020	Transfer from a Hospital	Urgent	11/12/2020	8821 KELSEY DRIVE ELK GROVE, CA 95624	S82.202D

**C/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/10/2018	Transfer from a Hospital	Urgent	05/28/2018	6670 FORDHAM WAY SACRAMENTO, CA 95831	I61.9

**B/14/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/20/2022	Transfer from a Hospital	Urgent	03/15/2022	7180 Steelman Circle Sacramento, CA 95828	S72.402D

**B/10/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/21/2022	Transfer from a Hospital	Urgent	04/02/2022	505 Valim Way Sacramento, CA 95831	N17.9

**B/11/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/07/2021	Transfer from a Hospital	Urgent	02/08/2022	9059 High Flight Court Fair Oaks, CA 95628	D62

**B/01/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/03/2018	Transfer from a Hospital	Urgent	08/28/2018	6945 Westmoreland Way Sacramento, CA 95831	R41.82

**A/09/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/14/2019	Transfer from a Hospital	Urgent	12/30/2019	3633 56TH STREET SACRAMENTO, CA 95820	Z47.1

**B/11/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/27/2021	Transfer from a Hospital	Urgent	09/30/2021	9282 LUCCHESI DR SACRAMENTO, CA 95829	S42.491D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/12/2019	Transfer from a Hospital	Urgent	07/18/2019	4000 ALAN SHEPARD STREET # 222 SACRAMENTO, CA 95834	T81.40XS

**B/14/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/27/2018	Transfer from a Hospital	Urgent	07/02/2018	621 PIEDMONT DRIVE SACRAMENTO, CA 95822	S32.000D

**A/06/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/02/2019	Transfer from a Hospital	Urgent	05/10/2019	8791 MONTEREY OAKS DR ELK GROVE, CA 95758	S72.111S

**B/07/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/14/2018	Transfer from a Hospital	Urgent	10/15/2018	7204 SUNBREEZE LN SACRAMENTO, CA 95828	M54.32

**B/05/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/26/2018	Transfer from a Hospital	Urgent	08/10/2018	9845 FLORIN ROAD SACRAMENTO, CA 95829	S72.001D

**B/16/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/19/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

06/30/2019    Transfer from a Hospital    Urgent    07/13/2019    7712 LA REINA SACRAMENTO, CA 95828    F02.81

**B/12/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/27/2018    Transfer from a Hospital    Urgent    01/11/2019    7115 BACKER COURT ELK GROVE, CA 95758    L02.31

**D/19/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/17/2019    Transfer from a Hospital    Urgent    06/30/2021    10096 SCHULER RANCH RD ELK GROVE, CA 95757    I69.854

**C/10/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/13/2019    Transfer from a Hospital    Urgent       5 ASSAY CT SACRAMENTO, CA 95831    R29.3

**B/10/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/09/2019    Transfer from a Hospital    Urgent    07/21/2019    2520 STANSBERRY WAY SACRAMENTO, CA 95826    I22.1

**B/09/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/09/2021    Transfer from a Hospital    Urgent    12/28/2021    7501 Wrenwood Drive Sacramento, CA 95823    M17.0

**B/13/B**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/04/2021	Transfer from a Hospital	Urgent	01/25/2021	7264 CHANDLER DR SACRAMENTO, CA 95828	S82.202D

**B/02/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/19/2018	Transfer from a Hospital	Urgent	05/01/2018	2777 3RD STREET SACRAMENTO, CA 95818	I25.10

**B/14/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/20/2018	Transfer from a Hospital	Urgent	09/05/2018	2363 GLEN ELLEN CRICLE SACRAMENTO, CA 95822	D33.4

**C/05/B Kaiser Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/22/2021	Transfer from a Hospital	Elective	01/14/2022	8260 LIME COVE CT SACRAMENTO, CA 95828	Z51.5

**B/15/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/22/2022	Transfer from a Hospital	Urgent	04/03/2022	7501 Monte Brazil Drive Sacramento, CA 95831	C71.9

**B/02/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/21/2021	Transfer from a Hospital	Urgent	10/23/2021	2821 G Street #4 Sacramento, CA 95816	M86.171

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/04/2019	Transfer from a Hospital	Urgent	03/26/2019	2140 GERBER AVE SACRAMENTO, CA 95817	S72.142S	<b>B/19/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/16/2019	Transfer from a Hospital	Urgent	07/26/2019	7348 SPRINGMAN STREET SACRAMENTO, CA 95822	I69.354	<b>B/16/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/19/2018	Transfer from a Hospital	Urgent	11/01/2018	7527 MANDY DR SACRAMENTO, CA 95823	I61.9	<b>C/01/B Kaiser GMC</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/26/2018	Transfer from a Hospital	Urgent	12/13/2018	345 MONROE STREET (SUNRISE SNR LIVING) SACRAMENTO, CA 95825	R65.20	<b>B/12/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/25/2018	Transfer from a Hospital	Urgent	12/07/2018	1700 SHORELINE DRIVE MARYSVILLE, CA 95901	R00.1	<b>B/04/A Kaiser Senior</b>

						<b>B/17/A PDPM MANAGED CARE</b>



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/17/2022	Transfer from a Hospital	Urgent	12/01/2022	8232 Inskip Drive Sacramento, CA 95828	Z47.1
					<b>C/11/B</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/23/2021	Transfer from a Hospital	Urgent	10/13/2021	10032 Shana Way Elk Grove, CA 95757	Z51.5
					<b>B/11/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/04/2022	Transfer from a Hospital	Urgent	04/10/2022	4305 35th Avenue Sacramento, CA 95824	S82.101D
					<b>B/09/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/11/2018	Transfer from a Hospital	Urgent	01/24/2018	2276 N MANOR DRIVE SACRAMENTO, CA 95822	I50.33
					<b>B/15/A</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/21/2018	Transfer from a Hospital	Urgent	01/19/2019	605 PRINGLE AVENUE SPACE 11 GALT, CA 95632	S22.000D
					<b>C/06/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/23/2019	Transfer from a Hospital	Urgent	09/21/2019	2841 ATLAS AVENUE SACRAMENTO, CA 95820	I50.33

**Resident Information Query**

Sort By Resident Name

						<b>B/14/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/27/2020	Transfer from a Hospital	Urgent	03/09/2020	4512 LIVINGSTON WAY SACRAMENTO, CA 95823	J96.00		
						<b>B/10/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/26/2021	Transfer from a Hospital	Urgent	05/13/2021	8990 Mooney Road Elk Grove, CA 95624	T83.511A		
						<b>B/06/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/24/2019	Transfer from a Hospital	Urgent	09/04/2019	2736 PORTOLA WAY SACRAMENTO, CA 95818	K65.1		
						<b>B/11/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
10/26/2021	Transfer from a Hospital	Urgent	11/29/2021	1922 MORSE AVE. APT #43 SACRAMENTO, CA 95825	N17.9		
						<b>B/09/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/13/2020	Transfer from a Hospital	Urgent	03/23/2020	5636 23RD ST SACRAMENTO, CA 95822	I87.312		
						<b>B/19/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

08/24/2021    Transfer from a Hospital    Urgent    09/05/2021    500 Marianna Place  
Rio Vista, CA 94571    S22.089S

**B/07/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/13/2018    Transfer from a Hospital    Urgent    08/31/2018    1921 27TH ST  
SACRAMENTO, CA 95816    I61.9

**B/15/B**

**BS OF CALIFORNIA**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/19/2018    Transfer from a Hospital    Urgent    09/08/2018    6915 ELK GROVE BLVD  
APT # 245  
ELK GROVE, CA 95758    S72.101D

**B/15/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/12/2021    Transfer from a Hospital    Urgent    02/12/2021    430 VISTA NUEVO AVE  
SACRAMENTO, CA 95838    M97.21XD

**B/16/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/24/2022    Transfer from a Hospital    Urgent    04/07/2022    6530 WEATHERFORD WAY  
SACRAMENTO, CA 95823    S72.401D

**B/11/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/10/2019    Transfer from a Hospital    Urgent    08/25/2019    748 SAINT JAMES COURT  
GALT, CA 95632    S72.142D

**B/16/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/13/2022	Transfer from a Hospital	Urgent	10/01/2022	4965 46th Street Sacramento, CA 95820	S52.591D

**B/09/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/08/2020	Transfer from a Hospital	Urgent	02/20/2020	1327 O STREET APT 3 SACRAMENTO, CA 95814	I48.0

**B/10/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/25/2022	Transfer from a Hospital	Urgent	02/13/2022	3558 Gold Creek Lane Sacramento, CA 95827	C50.912

**C/03/B Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/31/2022	Transfer from a Hospital	Urgent	05/18/2022	6425 VILLAGE CENTER DRIVE Sacramento, CA 95823	S72.401D

**B/09/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/09/2020	Transfer from a Hospital	Urgent	02/22/2020	1540 WAKEFIELD WAY SACRAMENTO, CA 95822	S32.010D

**B/15/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/19/2021	Transfer from a Hospital	Urgent	10/31/2021	4344 53RD STREET SACRAMENTO, CA 95820	M54.50

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/21/2018	Transfer from a Hospital	Urgent	05/02/2018	2510 WITTKOP WAY APT 92 SACRAMENTO, CA 95825	I35.0	<b>B/10/B Kaiser Senior</b>
09/13/2019	Transfer from a Hospital	Urgent	09/27/2019	601 FEATURE DRIVE APT 316 SACRAMENTO, CA 95825	Z48.3	<b>B/18/A Kaiser Senior</b>
12/11/2017	Transfer from a Hospital	Urgent		7223 SERTA COURT SACRAMENTO, CA 95829	F43.25	<b>D/06/A Medi-cal</b>
11/23/2018	Transfer from a Hospital	Elective	01/29/2019	455 FLORIN ROAD SACRAMENTO, CA 95823	Z51.5	<b>A/05/A Other Hospice</b>
12/10/2018	Transfer from a Hospital	Urgent	12/21/2018	2421 CADJEW AVENUE SACRAMENTO, CA 95832	R65.11	<b>B/07/A Kaiser Senior</b>
						<b>B/04/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

04/28/2018    Transfer from a Hospital    Urgent    05/08/2018    8351 TERRA COTTA CIRCLE ELK GROVE, CA 95624    G24.01

**B/14/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/22/2022    Transfer from a Hospital    Urgent    03/24/2022    2829 TREE SWALLOW CIRCLE ELK GROVE, CA 95757    Z47.81

**B/07/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/05/2021    Transfer from a Hospital    Urgent    05/14/2021    9465 S.WALES WAY ELK GROVE, CA 95758    B02.23

**B/19/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/09/2019    Transfer from a Hospital    Urgent    11/20/2019    4608 37TH AVENUE SACRAMENTO, CA 95824    I61.0

**B/01/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/02/2019    Transfer from a Hospital    Urgent    03/16/2019    9975 PAVICH LANE ELK GROVE, CA 95624    I69.398

**B/02/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/09/2019    Transfer from a Hospital    Urgent    09/21/2019    1506 LONDON ST SACRAMENTO, CA 95822    L03.116

**B/15/B**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/18/2021	Transfer from a Hospital	Urgent	02/27/2021	7141 HAVENSIDE DRIVE Sacramento, CA 95831	S32.592D	
						<b>B/13/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/28/2020	Transfer from a Hospital	Urgent	06/13/2020	9441 MEDSTEAD WAY ELK GROVE, CA 95758	Z48.812	
						<b>B/10/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/04/2022	Transfer from a Hospital	Urgent	10/27/2022	9797 FALL VALLEY WAY SACRAMENTO, CA 95829	Z47.81	
						<b>B/04/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/24/2019	Transfer from a Hospital	Urgent	10/08/2019	6713 LAKE PARK DRIVE SACRAMENTO, CA 95831	L89.153	
						<b>A/05/B PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/09/2022	Transfer from a Hospital	Urgent	11/04/2022	6280 BAMFORD DRIVE SACRAMENTO, CA 95823	I63.9	
						<b>A/11/A Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

08/29/2019    Transfer from a Hospital    Urgent    12/17/2019    4103 PIMA WAY ANTELOPE, CA 95843    Z47.89

**B/15/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/18/2021    Transfer from a Hospital    Urgent    05/28/2021    9335 SILVERSTONE LN. Elk Grove, CA 95624    I16.9

**A/05/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/05/2017    Transfer from a Hospital    Urgent    04/29/2018    7681 CENTER PKWAY SACRAMENTO, CA 95823    S72.001D

**B/16/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/02/2018    Transfer from a Hospital    Urgent    10/08/2018    4400 TRUXEL ROAD #119 SACRAMENTO, CA 95834    L02.31

**B/14/A**

**PR**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/19/2020    Transfer from a Hospital    Urgent    04/06/2020    1700 BELT WAY SACRAMENTO, CA 95832    J18.9

**C/05/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/05/2018    Transfer from a Hospital    Urgent    11/01/2018    1226 DREW STREET WEST SACRAMENTO, CA 95605    S72.142D

**B/15/B**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/09/2020	Transfer from a Hospital	Urgent	01/24/2020	471 ALMOND DRIVE #17 LODI, CA 95240	Z48.3	
						<b>B/05/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/28/2018	Transfer from a Hospital	Urgent	04/15/2018	9437 ACAPULCO WAY ELK GROVE, CA 95624	I63.9	
						<b>B/17/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/19/2021	Transfer from a Hospital	Urgent	11/01/2021	310 Portinao Circle Sacramento, CA 95831	S32.592D	
						<b>B/11/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/29/2019	Transfer from a Hospital	Urgent	04/16/2019	8673 NEMEA WAY ELK GROVE, CA 95624	S32.511D	
						<b>B/19/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/27/2022	Transfer from a Hospital	Urgent	08/05/2022	417 Westacre Road West Sacramento, CA 95691	M48.02	
						<b>B/05/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

10/22/2019      Transfer from a Hospital      Urgent      11/01/2019      6235 HAVENSIDE DRIVE # 8 SACRAMENTO, CA 95831      Z47.1

**B/14/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/09/2022	Transfer from a Hospital	Urgent	05/27/2022	12231 Saldana Court Wilton, CA 95693	M46.26

**D/19/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/28/2011	Transfer from a Hospital	Urgent	02/19/2019	8188 POWER INN RD #101 SACRAMENTO, CA 95828	G30.9

**B/17/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/02/2022	Transfer from a Hospital	Urgent	03/11/2022	2401 Arnold Court Sacramento, CA 95822	Z47.1

**B/18/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/25/2018	Transfer from a Hospital	Urgent	12/07/2018	1180 CORPORATE WAY UNIT 310 SACRAMENTO, CA 95831	R00.1

**B/09/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/04/2018	Transfer from a Hospital	Urgent	06/18/2018	8013 ROCKHUST WAY SACRAMENTO, CA 95826	G93.40

**Resident Information Query**

Sort By Resident Name

					<b>C/10/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/17/2022	Transfer from a Hospital	Elective	05/03/2022	3859 ANNADALE LN #31 SACRAMENTO, CA 95821	I50.23	

					<b>B/16/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/18/2018	Transfer from a Hospital	Elective	11/07/2018	9550 BUTTERFIELD WAY #105 SACRAMENTO, CA 95827	S72.009D	

					<b>B/16/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/20/2019	Transfer from a Hospital	Urgent	01/10/2020	5629 JOHNS DR SACRAMENTO, CA 95822	Z47.1	

					<b>B/13/B</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/20/2019	Transfer from a Hospital	Urgent	07/03/2019	1270 35TH AVE SACRAMENTO, CA 95822	N39.0	

					<b>A/17/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/30/2015	Transfer from a Hospital	Urgent		7962 BUCKS HARBOR WAY SACRAMENTO, CA 95828	L97.929	

					<b>B/10/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

01/12/2018    Transfer from a Hospital    Urgent    02/23/2018    5408 62ND ST SACRAMENTO, CA 95820    R78.89

**B/05/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/05/2022	Transfer from a Hospital	Urgent	05/17/2022	3128 NORSTROM WAY SACRAMENTO, CA 95833	S32.511D
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**B/19/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/13/2019	Transfer from a Hospital	Urgent	12/25/2019	7625 TIERRA WOOD WAY SACRAMENTO, CA 95828	J96.20
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**B/13/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/20/2018	Transfer from a Hospital	Urgent	03/05/2018	2143 BERNARD WAY SACRAMENTO, CA 95822	E11.621
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**B/14/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/10/2021	Transfer from a Hospital	Urgent	03/24/2021	2224 ARLISS WAY SACRAMENTO, CA 95822	Z47.1
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**C/13/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/06/2019	Transfer from a Hospital	Urgent	02/23/2019	6690 CAMP VERDE WAY SACRAMENTO, CA 95828	R41.82
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**B/17/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/17/2021	Transfer from a Hospital	Urgent	03/31/2021	8221 NEWPORT PARK CT Sacramento, CA 95828	S72.451D	
						<b>B/11/A Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/28/2018	Transfer from a Hospital	Urgent	04/08/2018	7227 OVAR COURT ELK GROVE, CA 95757	S12.000D	
						<b>C/13/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/23/2018	Transfer from a Hospital	Urgent	06/11/2018	23 GREENWAY CIRCLE SACRAMENTO, CA 95831	J18.9	
						<b>B/04/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/10/2019	Transfer from a Hospital	Urgent	12/14/2019	9143 WILLOWBERRY WAY ELK GROVE, CA 95758	S22.080D	
						<b>B/19/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/14/2018	Transfer from a Hospital	Urgent	06/02/2018	5647 VALLEY HIGH DR SACRAMENTO, CA 95823	I25.10	
						<b>B/14/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

05/30/2020    Transfer from a Hospital    Urgent    06/19/2020    7548 GREENHAVEN DRIVE SACRAMENTO, CA 95831    M80.052D

**B/12/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/15/2019    Transfer from a Hospital    Urgent    10/27/2019    6885 RIVERSIDE BLVD SACRAMENTO, CA 95831    Z48.811

**B/05/B**

**HealthNet**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/09/2019    Transfer from a Hospital    Urgent    08/19/2019    6 ALLARD CT SACRAMENTO, CA 95835    Z47.89

**B/02/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/03/2020    Transfer from a Hospital    Urgent    02/15/2020    1441 MIDDLEFIELD RD STOCKTON, CA 95204    N39.0

**B/11/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/29/2022    Transfer from a Hospital    Elective       1108 13th Avenue Sacramento, CA 95822    S72.002D

**B/02/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/09/2018    Transfer from a Hospital    Urgent    02/11/2018    3950 ANNADALE LN #14 SACRAMENTO, CA 95821    N39.0

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/29/2019	Transfer from a Hospital	Urgent	08/16/2019	4616 OTTAWA COURT ROCKLIN, CA 95765	L97.929	<b>B/12/A Kaiser Traditional</b>
03/11/2020	Transfer from a Hospital	Urgent	03/23/2020	4310 FALLOW DR SACRAMENTO, CA 95823	I85.00	<b>B/03/B Kaiser Senior</b>
01/17/2020	Transfer from a Hospital	Urgent	02/06/2020	9537 TIMBER RIVER WAY ELK GROVE, CA 95624	Z48.812	<b>B/13/B Kaiser Senior</b>
05/19/2019	Transfer from a Hospital	Urgent	06/02/2019	14990 PROUTY ROAD GALT, CA 95632	S72.142S	<b>B/18/B Kaiser Senior</b>
08/25/2020	Transfer from a Hospital	Urgent	08/27/2020	5520 WHITNEY AVENUE CARMICHAEL, CA 95608	K57.90	<b>B/11/B Medicare Part A</b>
						<b>B/11/A Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

02/14/2019    Transfer from a Hospital    Urgent    11/29/2020    729 SAN JUAN RD #329 SACRAMENTO, CA 95834    Z51.5

**B/03/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/26/2019    Transfer from a Hospital    Urgent    08/27/2019    6782 MIDDLECOFF WAY SACRAMENTO, CA 95822    J18.1

**B/01/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/04/2018    Transfer from a Hospital    Urgent    04/11/2018    855 MCTUCKER DRIVE GALT, CA 95632    E11.9

**B/11/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/16/2018    Transfer from a Hospital    Urgent    03/03/2018    5138 OLIVHURST WAY ELK GROVE, CA 95758    I50.813

**B/01/B**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/16/2018    Transfer from a Hospital    Urgent    03/24/2018    5138 OLIVEHURST WAY ELK GROVE, CA 95758    M19.071

**B/02/B**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/29/2021    Transfer from a Hospital    Urgent    11/12/2021    2045 Wyda Way Sacramento, CA 95825    J96.01



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Medi-cal
10/28/2022	Transfer from a Hospital	Urgent	12/09/2022	7313 SUNSEASON LANE SACRAMENTO, CA 95828	S72.001D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/A	PDPM MANAGED CARE
12/24/2022	Transfer from a Hospital	Urgent		3225 FREEPORT BOULEVARD APT 316 SACRAMENTO, CA 95818	J18.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	D/10/A	Kaiser Senior
05/01/2020	Transfer from a Hospital	Urgent	08/01/2020	7061 MCCOMBER ST SACRAMENTO, CA 95828	S82.892D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/A	Kaiser Senior
04/30/2020	Transfer from a Hospital	Elective	05/19/2020	5601 NATOMAS BLVD SACRAMENTO, CA 95835	N17.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/B	PDPM MANAGED CARE
06/02/2022	Transfer from a SNF	Urgent	06/27/2022	6 Rancho Torre Court Sacramento, CA 95828	Z48.815		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Commercial Like Medicare

**Resident Information Query**

Sort By Resident Name

05/28/2019      Transfer from a Hospital      Urgent      06/08/2019      8476 SHELDON ROAD #158 ELK, CA 95624      N82.8

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/28/2019	Transfer from a Hospital	Urgent	12/10/2019	8773 CHEER COURT ELK GROVE, CA 95624	Z47.1
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**B/11/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/03/2021	Transfer from a Hospital	Urgent	05/16/2021	435 STASAL AVENUE JACKSON, CA 95642	K04.7
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**B/17/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/24/2019	Transfer from a Hospital	Urgent	12/13/2019	7471 AMHERST STREET SACRAMENTO, CA 95822	I50.33
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**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/24/2019	Transfer from a Hospital	Urgent	12/09/2019	10323 CORFU DRIVE ELK GROVE, CA 95624	Z47.1
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**B/19/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/18/2022	Transfer from a Hospital	Urgent	04/02/2022	2710 CASCADE STREET WEST SACRAMENTO, CA 95691	S72.001D
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**B/11/A**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/17/2022	Transfer from a Hospital	Urgent	04/02/2022	2710 Cascade Street West Sacramento, CA 95691	N17.9
					<b>B/07/A</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2018	Transfer from a Hospital	Urgent	09/11/2018	20 ROSE MEAD CIRCLE SACRAMENTO, CA 95831	R33.9
					<b>A/04/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/30/2017	Transfer from a Hospital	Urgent		6112 PICKFORD PLACE ELK GROVE, CA 95758	E11.9
					<b>B/17/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/12/2019	Transfer from a Hospital	Urgent	03/22/2019	9508 NICOLE LN ELK GROVE, CA 95758	C30.0
					<b>B/17/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/01/2021	Transfer from a Hospital	Urgent	07/15/2021	4609 Freitag Way Elk Grove, CA 95758	R55
					<b>A/05/B</b>
					<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/29/2022	Transfer from a Hospital	Urgent		Boblyn Way Elk Grove, CA 95757	N39.0

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/29/2020	Transfer from a Hospital	Urgent	07/10/2021	6035 RANGER WAY CARMICHAEL, CA 95608	E11.69	<b>D/02/A</b> <b>Medi-cal</b>
03/18/2021	Transfer from a Hospital	Urgent	04/02/2021	198 FAIRBANKS AVENUE SACRAMENTO, CA 95838	J98.4	<b>B/10/B</b> <b>PDPM MANAGED CARE</b>
08/23/2022	Transfer from a Hospital	Urgent	09/11/2022	8690 Wren Circle Elk Grove, CA 95624	I26.99	<b>B/16/A</b> <b>PDPM MANAGED CARE</b>
09/05/2020	Transfer from a Hospital	Urgent	09/17/2020	4140 NAPA LOOP ROSEVILLE, CA 95747	I69.919	<b>B/13/B</b> <b>Kaiser Senior</b>
01/15/2018	Transfer from a Hospital	Urgent	01/30/2018	18350 LIVE OAK CT PLYMOUTH, CA 95669	S72.22XD	<b>B/13/B</b> <b>Kaiser Senior</b>
						<b>B/08/B</b> <b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

09/07/2021 Transfer from a Hospital Urgent 09/28/2021 9920 Meadow Oak Circle Elk Grove, CA 95624 J44.1

**B/02/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2017	Transfer from a Hospital	Urgent	02/02/2018	9026 EL CARRILO CT ELK GROVE, CA 95624	T84.54XD

**B/03/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/19/2021	Transfer from a Hospital	Urgent	11/02/2021	4388 San Miguel Circle Pittsburg, CA 94565	S76.111S

**A/14/A Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/15/2015	Transfer from Other	Elective	08/18/2019	2820 Bay Village Ave. SANTA ROSA, CA 95403	G30.9

**B/05/A Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/15/2021	Transfer from a Hospital	Urgent	07/17/2021	7333 S LAND PARK DR SACRAMENTO, CA 95831	M86.8X7

**B/16/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/22/2020	Transfer from a Hospital	Urgent	01/31/2020	8698 WHITE PEACOCK WAY ELK GROVE, CA 95624	Z48.3

**B/10/A Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/23/2019	Transfer from a Hospital	Urgent	07/05/2019	6305 CONVENTION LN SP 103 SACRAMENTO, CA 95828	E87.6	
						<b>B/16/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/22/2022	Transfer from a Hospital	Elective	10/11/2022	8224 Coed Lane Sacramento, CA 95828	N39.0	
						<b>B/03/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/08/2018	Transfer from a Hospital	Urgent	03/27/2018	6570 GREENHAVEN DR SACRAMENTO, CA 95831	T81.4XXD	
						<b>B/17/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/21/2022	Transfer from a Hospital	Urgent	03/02/2022	2306 66th Avenue Sacramento, CA 95822	I69.30	
						<b>B/16/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/20/2019	Transfer from a Hospital	Urgent	10/03/2019	6960 23RD STREET SACRAMENTO, CA 95822	M54.5	
						<b>D/05/B Kaiser GMC</b>

**Resident Information Query**

Sort By Resident Name

12/08/2019    Transfer from a Hospital    Urgent    01/26/2020    6343 BROADWAY SACRAMENTO, CA 95820    Z48.812

**B/15/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/21/2019    Transfer from a Hospital    Urgent    12/30/2019    1094 BEELER WAY GALT, CA 95632    C79.51

**B/11/A    Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/20/2018    Transfer from a Hospital    Urgent    07/10/2018    2371 MOSSY BANK DR #5 SACRAMENTO, CA 95833    R55

**B/04/B    Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/06/2019    Transfer from a Hospital    Urgent    07/26/2019    6402 63RD STREET SACRAMENTO, CA 95828    Z47.1

**B/13/A    Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/03/2019    Transfer from a Hospital    Urgent    11/17/2019    5461 DEL NORTE BOULEVARD SACRAMENTO, CA 95820    S72.002D

**B/18/A    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/07/2020    Transfer from a Hospital    Urgent    11/09/2020    8544 GARLAND CREST COURT ELK GROVE, CA 95624    S22.43XD

**B/09/B    Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/07/2019	Transfer from a Hospital	Urgent	06/19/2019	5761 MODDISON AVE SACRAMENTO, CA 95819	A41.50
					<b>A/19/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/27/2019	Transfer from a Hospital	Urgent	12/03/2021	5212 MOON LILY WAY ELK GROVE, CA 95757	E11.22
					<b>B/03/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/09/2019	Transfer from a Hospital	Urgent	05/23/2019	1716 ROCKROSE ROAD WEST SACRAMENTO, CA 95691	G89.4
					<b>B/16/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/05/2020	Transfer from a Hospital	Urgent	11/11/2020	9087 WESTPARK DR ELK GROVE, CA 95624	N39.0
					<b>B/07/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/15/2017	Transfer from a Hospital	Urgent	04/12/2018	8920 LAGUNA STAR DR. ELK GROVE, CA 95758	M86.172
					<b>B/14/B</b>
					<b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

01/20/2020    Transfer from a Hospital    Urgent    01/31/2020    6634 SURFSIDE WAY APT B SACRAMENTO, CA 95831    Z47.89

**B/12/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2018	Transfer from a Hospital	Urgent	12/25/2018	5731 HEDGE AVE SACRAMENTO, CA 95829	R65.10

**B/16/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/01/2021	Transfer from a Hospital	Urgent	04/01/2021	7704 CIRCLE PARKWAY SACRAMENTO, CA 95823	G62.0

**B/07/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/12/2018	Transfer from a Hospital	Urgent	10/26/2018	7515 SHELDON ROAD UNIT 15102 ELK GROVE, CA 95758	A41.50

**B/11/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/29/2019	Transfer from a Hospital	Urgent	06/09/2019	P.O. BOX 231914 SACRAMENTO, CA 95823	J96.01

**B/16/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/16/2021	Transfer from a Hospital	Urgent	03/01/2021	9799 EMERALD PARK DRIVE ELK GROVE, CA 95624	M97.01XD

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/10/2020	Transfer from a Hospital	Urgent	01/23/2020	2513 MARINA POINT LANE ELK GROVE, CA 95758	I50.22	<b>B/09/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/21/2020	Transfer from a Hospital	Urgent	02/29/2020	2 DUMFRIES COURT SACRAMENTO, CA 95831	C20	<b>B/16/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/13/2018	Transfer from a Hospital	Urgent	08/15/2018	5280 CAMPCREEK LOOP ROSEVILLE, CA 95747	I21.4	<b>B/15/B Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/19/2018	Transfer from a Hospital	Urgent	05/04/2018	9440 EMERALD COVE LANE ELK GROVE, CA 95758	S92.901D	<b>C/06/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/22/2019	Transfer from a Hospital	Urgent	03/11/2019	4354 ATLANTIS DR DAVIS, CA 95618	I48.91	<b>B/14/B PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/18/B Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

06/18/2018	Transfer from a Hospital	Urgent	07/03/2018	2130 57TH AVENUE SACRAMENTO, CA 95822	J18.9	
						<b>B/11/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/29/2019	Transfer from a Hospital	Urgent	03/30/2019	9325 E STOCKTON BLVD #239 ELK GROVE, CA 95624		
						<b>B/15/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/02/2019	Transfer from a Hospital	Elective	09/20/2019	540 WALNUT STREET WEST SACTO, CA 95691	Z47.89	
						<b>B/11/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/26/2020	Transfer from a Hospital	Urgent	04/10/2020	8416 SHELDON R #141 ELK GROVE, CA 95624	A41.9	
						<b>B/08/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/14/2018	Transfer from a Hospital	Urgent	11/27/2018	11825 CRESTHILL DR ELK GROVE, CA 95624	G70.01	
						<b>B/15/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/11/2022	Transfer from a Hospital	Urgent	10/21/2022	1036 Meadow Road West Sacramento, CA 95691	A41.9	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/08/B Kaiser Senior</b>
06/09/2018	Transfer from a Hospital	Urgent	06/23/2018	1036 MEADOW ROAD WEST SACRAMENTO, CA 95691	M54.9	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/01/B Kaiser Senior</b>
06/13/2018	Transfer from a Hospital	Urgent	06/29/2018	8057 ARROYO VISTA DRIVE SACRAMENTO, CA 95623	A04.71	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>D/04/A Medi-cal</b>
03/14/2022	Transfer from a Hospital	Urgent	11/01/2022	2110 10th Street Sacramento, CA 95818	169.352	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/14/B Kaiser Traditional</b>
10/26/2022	Transfer from a Hospital	Urgent	10/27/2022	1781 Edgemore Avenue Sacramento, CA 95835	Z47.89	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>C/08/B Other Hospice</b>
03/23/2016	Transfer from a Hospital	Urgent	06/12/2018	9032 CROWLEY WAY ELK GROVE, CA 95624	I62.9	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/14/A Kaiser Senior</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

**Resident Information Query**

Sort By Resident Name

12/26/2017 Transfer from a Hospital Urgent 01/21/2018 5412 47TH AVE #19 SACRAMENTO, CA 95824 J96.90

**B/08/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/22/2019	Transfer from a Hospital	Urgent	02/08/2019	BROOKDALE GREENHAVEN #116 6350 RIVERSIDE BLVD SACRAMENTO, CA 95831	I70.0

**B/16/B Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/07/2017	Transfer from a Hospital	Elective	12/11/2020	10257 FRANK GREG WAY ELK GROVE, CA 95757	U07.1

**C/08/A Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/11/2017	Transfer from Other	Elective	01/26/2021	9325 EAST STOCKTON BLVD ELK GROVE, CA 95624	F03.90

**B/05/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/23/2018	Transfer from a Hospital	Urgent	05/07/2018	7320 SALTGRASS WAY ELK GROVE, CA 95758	S72.001D

**A/03/B PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

07/08/2021	Transfer from a Hospital	Urgent		6151 South Land Park Drive Sacramento, CA 95831	F03.90		
						<b>B/14/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
10/05/2022	Transfer from a Hospital	Urgent	10/22/2022	7932 Deer Creek Drive Sacramento, CA 95823	N20.0		
						<b>B/03/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
11/08/2021	Transfer from a Hospital	Urgent	11/19/2021	9976 Ruby Merlot Place Elk Grove, CA 95624	G40.909		
						<b>B/17/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
07/22/2022	Transfer from a Hospital	Elective	08/05/2022	400 Bombay Circle Sacramento, CA 95835	L02.416		
						<b>B/08/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
10/02/2019	Transfer from a Hospital	Urgent	10/16/2019	9279 CROSSCOURT WAY ELK GROVE, CA 95624	S72.002D		
						<b>B/11/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
11/30/2018	Transfer from a Hospital	Urgent	12/14/2018	2765 50TH AVENUE SACRAMENTO, CA 95822	I96		
						<b>B/16/A</b>	<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/16/2020	Transfer from a Hospital	Elective	04/13/2020	6350 RIVERSIDE BOULEVARD #18 SACRAMENTO, CA 95831	M00.851
					<b>B/08/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/24/2020	Transfer from a Hospital	Urgent	10/24/2020	6254 66TH AVE. #117 SACRAMENTO, CA 95823	K66.1
					<b>A/15/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/09/2018	Transfer from a Hospital	Urgent	09/14/2019	8311 HOLLY JILL WAY SACRAMENTO, CA 95823	J96.20
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/13/2019	Transfer from a Hospital	Urgent	06/27/2019	7318 SUNLEAF LANE SACRAMENTO, CA 95828	S32.009S
					<b>A/03/B</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/14/2019	Transfer from a Hospital	Urgent	10/10/2019	6025 DIAS AVE SPC 215 SACRAMENTO, CA 95824	Z51.5
					<b>B/09/A</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

09/20/2021	Transfer from a Hospital	Urgent	10/02/2021	5601 Natomas Boulevard APT. # 1115 Sacramento, CA 95835	J96.20
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**B/12/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/19/2018	Transfer from a Hospital	Urgent	07/01/2018	104 PARKSHORE CIRCLE SACRAMENTO, CA 95831	S06.5X9D
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**B/18/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/23/2018	Transfer from a SNF	Urgent	02/06/2018	3 CONSTANTINE CT SACRAMENTO, CA 95831	J18.1
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**B/08/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/07/2018	Transfer from a Hospital	Urgent	12/20/2018	PO BOX 2707 RANCHO CORDOVA, CA 95670	I49.01
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**B/09/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/05/2018	Transfer from a Hospital	Urgent	09/15/2018	4971 MICHELLE LANE SACRAMENTO, CA 95822	J18.9
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**B/11/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/24/2019	Transfer from a Hospital	Urgent	10/06/2019	9413 SILVER BRIDLE WAY ELK GROVE, CA 95758	Z47.89
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**Resident Information Query**

Sort By Resident Name

					D/04/B	Kaiser Hospice
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/14/2019	Transfer from a Hospital	Elective	12/01/2019	840 SACRAMENTO AVE # 139 WEST SACRAMENTO, CA 95605	C16.0	

					B/12/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/13/2022	Transfer from a Hospital	Urgent	03/25/2022	12732 CORDYLINE WAY RANCHO CORDOVA, CA 95742	K57.92	

					B/17/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/17/2022	Transfer from a Hospital	Elective	12/23/2022	8218 TIKI LANE SACRAMENTO, CA 95828	M48.062	

					D/05/B	Other Hospice
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/11/2011	Transfer from a SNF	Urgent	05/09/2019	2200 TUOLUMNE ST VALLEJO, CA 94589	F32.9	

					B/13/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/17/2021	Transfer from a Hospital	Urgent	03/02/2021	9604 BLUE THISTLE WAY Elk Grove, CA 95624	G20	

					B/04/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

08/14/2021    Transfer from a Hospital    Urgent    08/25/2021    5135 El Camino Avenue Carmichael, CA 95608    N39.0

**B/08/A**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/28/2019	Transfer from a Hospital	Urgent	09/17/2019	7031 AMHERST STREET SACRAMENTO, CA 95822	M97.11XD

LA [REDACTED] [REDACTED]    **B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/27/2018	Transfer from a Hospital	Urgent	03/12/2018	9488 SARA ST ELK GROVE, CA 95624	M54.5

**B/07/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/29/2021	Transfer from a Hospital	Urgent	11/05/2021	2550 East Tiffany Lane Sacramento, CA 95827	J96.01

**D/19/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/01/2021	Transfer from Other	Urgent	11/26/2021	6058 Windbreaker Way Sacramento, CA 95823	Z51.5

**B/04/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/05/2022	Transfer from a Hospital	Urgent	11/20/2022	3501 Marsh Creek Way Elk Grove, CA 95758	S82.392D

**B/08/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/13/2018	Transfer from a Hospital	Urgent	03/30/2018	100 STERLING CT #101 BROOKDALE ALF ROSEVILLE, CA 95661	S72.451D
					<b>C/02/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/30/2019	Transfer from a Hospital	Urgent		17 JUAN WAY GRASS VALLEY, CA 95945	E11.9
					<b>B/16/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/11/2018	Transfer from a Hospital	Urgent	11/16/2018	5316 MATINA DR ELK GROVE, CA 95757	E08.52
					<b>B/13/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/08/2019	Transfer from a Hospital	Urgent	08/25/2019	9204 BIG HORN BLVD #310 ELK GROVE, CA 95758	B96.20
					<b>B/17/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/25/2022	Transfer from a Hospital	Urgent		26046 NORTH HIGHWAY 99 Acampo, CA 95220	S42.202D
					<b>A/02/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

12/12/2021	Transfer from a Hospital	Urgent		2116 27th Street Sacramento, CA 95818	Z51.5
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**B/09/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/23/2021	Transfer from a Hospital	Urgent	03/23/2021	9086 TRUNBAUER WAY Elk Grove, CA 95758	A41.9

**B/07/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/14/2020	Transfer from a Hospital	Urgent	01/28/2020	8471 MOUNTAIN BELL DR ELK GROVE, CA 95624	Z47.81

**B/13/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/07/2021	Transfer from a Hospital	Urgent	02/16/2021	220 ALLAIRE CIRCLE SACRAMENTO, CA 95835	S32.401D

**B/02/B HealthNet**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/11/2018	Transfer from a Hospital	Urgent	06/23/2018	5312 KARBET WAY SACRAMENTO, CA 95822	N39.0

**B/12/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/20/2021	Transfer from a Hospital	Urgent	11/01/2021	1012 Chippendale Way Roseville, CA 95661	A41.89

**Resident Information Query**

Sort By Resident Name

					<b>B/12/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/29/2020	Transfer from a Hospital	Urgent	05/20/2020	6641 GLORIA DRIVE SACRAMENTO, CA 95831	N39.0	
					<b>B/19/A</b>	<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/14/2019	Transfer from a Hospital	Urgent	03/02/2019	7421 DELTA WIND SACRAMENTO, CA 98531	S22.000D	
					<b>B/02/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/28/2018	Transfer from a Hospital	Urgent	01/24/2019	5302 61ST STREET SACRAMENTO, CA 95820	M80.072D	
					<b>B/13/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/04/2019	Transfer from a Hospital	Urgent	12/17/2019	4611 S LAND PARK DR SACRAMENTO, CA 95822	M80.051D	
					<b>B/14/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/01/2021	Transfer from a Hospital	Urgent	05/15/2021	8435 Cassatt Way Sacramento, CA 95828	T83.511A	
					<b>B/10/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/14/2019	Transfer from a Hospital	Urgent	01/26/2019	9455 POURNELLE CT SACRAMENTO, CA 95864	162.00	
						<b>B/03/B</b>
						<b>Commercial Like Medicare</b>
10/15/2018	Transfer from a Hospital	Urgent	10/22/2018	6691 POCKET ROAD SACRAMENTO, CA 95831	163.9	
						<b>B/13/A</b>
						<b>Kaiser Senior</b>
02/27/2018	Transfer from a Hospital	Urgent	03/20/2018	9548 STONE SPRINGS DRIVE ELK GROVE, CA 95624	R41.82	
						<b>B/11/A</b>
						<b>PDPM MANAGED CARE</b>
04/25/2021	Transfer from a Hospital	Urgent	06/21/2021	1208 Monte Vista Way Sacramento, CA 95831	M62.82	
						<b>A/11/A</b>
						<b>Medi-cal</b>
04/14/2017	Transfer from a Hospital	Urgent	08/27/2019	3151 NOTRE DAME APT 42 SACRAMENTO, CA 95826	163.9	
						<b>B/06/B</b>
						<b>Commercial Like Medicare</b>
10/07/2018	Transfer from a Hospital	Urgent	11/05/2018	2008 23RD STREET SACRAMENTO, CA 95818	122.9	
						<b>C/06/A</b>
						<b>Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/07/2019	Transfer from a Hospital	Urgent	02/08/2019	3082 WIESE WAY SACRAMENTO, CA 95833	I63.9

**B/10/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/18/2018	Transfer from a Hospital	Urgent	12/30/2018	720 PESTANA DRIVE GALT, CA 95632	A41.9

**B/03/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/15/2020	Transfer from a Hospital	Urgent	01/25/2020	6853 BUENA TERRA WAY SACRAMENTO, CA 95831	I63.019

**B/19/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/01/2021	Transfer from a Hospital	Urgent	11/11/2021	251 Rivertree Way Sacramento, CA 95831	T14.8XXD

**B/18/A Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/21/2018	Transfer from a Hospital	Urgent	07/03/2018	8476 SHELDON RD APT 200 ELK GROVE, CA 95624	R91.8

**B/16/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/25/2020	Transfer from a Hospital	Urgent	10/18/2020	1036 SILVERLAKE DR. SACRAMENTO, CA 95831	I69.351

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/07/2020	Transfer from a Hospital	Urgent	01/20/2020	6466 DRIFTWOOD ST SACRAMENTO, CA 95831	S12.001D	<b>B/08/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/22/2018	Transfer from a Hospital	Urgent	03/08/2018	600 I STREET #908 SACRAMENTO, CA 95814	S30.0XXD	<b>B/19/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/07/2021	Transfer from a Hospital	Urgent	07/06/2021	8208 NEWPORT PARK CT SACRAMENTO, CA 95828	M48.062	<b>B/12/B PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/02/2018	Transfer from a Hospital	Urgent	04/03/2018	4240 CENTER BLVD 330 EL DORADO HILLS, CA 95762	R65.20	<b>B/13/A Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/21/2020	Transfer from a Hospital	Urgent	04/03/2020	9229 HEATHFIELD WAY SACRAMENTO, CA 95829	J18.9	<b>B/01/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/17/B Kaiser Senior</b>



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/13/2019	Transfer from a Hospital	Urgent	11/23/2019	7570 53RD AVENUE SACRAMENTO, CA 95828	M47.26	
						<b>B/08/A</b>
						<b>Kaiser Senior</b>
05/15/2018	Transfer from a Hospital	Urgent	05/25/2018	7570 53RD AVENUE SACRAMENTO, CA 95828	R53.1	
						<b>C/19/B</b>
						<b>Kaiser GMC</b>
08/16/2022	Transfer from Other	Urgent		10300 Ensemble Way Elk Grove, CA 95757	F03.90	
						<b>B/12/B</b>
						<b>PDPM MANAGED CARE</b>
02/22/2022	Transfer from a Hospital	Urgent	03/09/2022	933 3RD AVE SACRAMENTO, CA 95818	S72.141D	
						<b>B/11/A</b>
						<b>Kaiser Senior</b>
08/12/2020	Transfer from a Hospital	Urgent	08/24/2020	246 E IRS AVE #21 Stockton, CA 95210	N39.0	
						<b>B/14/A</b>
						<b>Medicare Part A</b>
01/13/2021	Transfer from a Hospital	Urgent	02/03/2021	2515 J STREET UNIT 509 Sacramento, CA 95816	150.9	
						<b>B/17/B</b>
						<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

08/06/2022    Transfer from a Hospital    Urgent    08/19/2022    1541 Florin Road  
Sacramento, CA 95822    D72.829

**B/01/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/21/2018	Transfer from a Hospital	Urgent	10/30/2018	5124 THURMAN WAY SACRAMENTO, CA 95824	I63.9

**B/09/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/22/2018	Transfer from a Hospital	Urgent	01/13/2019	769 KILLEBREW WAY GALT, CA 95632	L89.159

**B/15/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/26/2022	Transfer from a Hospital	Urgent	10/17/2022	5959 66th Avenue Sacramento, CA 95823	I61.8

**B/07/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/12/2019	Transfer from a Hospital	Urgent	01/20/2019	6331 MCMAHON DRIVE SACRAMENTO, CA 95824	R65.20

**B/12/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/03/2021	Transfer from a Hospital	Urgent	11/15/2021	5923 Laguna Ranch Circle Sacramento, CA 95823	A41.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/12/A Kaiser Senior</b>
10/27/2020	Transfer from a Hospital	Urgent	11/08/2020	14 PAYNE RIVER CIR SACRAMENTO, CA 95831	B95.61	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/12/A Medicare Part A</b>
08/13/2021	Transfer from a Hospital	Urgent	08/28/2021	958 Trestle Glen Way Sacramento, CA 95831	150.30	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>A/01/A Other Hospice</b>
02/27/2019	Transfer from a Hospital	Urgent	06/07/2019	9837 NOVARA WAY ELK GROVE, CA 95757	E11.29	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/13/B Kaiser Traditional</b>
05/09/2019	Transfer from a Hospital	Elective	05/10/2019	7303 HAVENSIDE DRIVE SACRAMENTO, CA 95831	K92.2	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/04/B Kaiser Senior</b>
05/30/2018	Transfer from a Hospital	Urgent	06/14/2018	3620 46TH AVENUE SACRAMENTO, CA 95824	R53.81	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/08/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

09/02/2018    Transfer from a Hospital    Urgent    09/16/2018    PO BOX 343 ELK GROVE, CA 95759    I67.1

**C/09/B**

**Other Hospice**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/23/2014    Transfer from Other    Urgent    02/07/2018    1331 LOUIS WAY SACRAMENTO, CA 95819    F43.23

**B/14/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/22/2022    Transfer from a Hospital    Urgent    02/05/2022    10811 Coloma Road UNIT 3 Rancho Cordova, CA 95670    S72.402D

**B/05/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/31/2020    Transfer from a Hospital    Urgent    02/12/2020    62 GOODWIN CIRCLE SACRAMENTO, CA 95823    N18.6

**D/12/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/21/2017    Transfer from a Hospital    Urgent    02/19/2021    1281 Christian Valley Road Auburn, CA 95602    R13.12

**B/18/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/19/2021    Transfer from a Hospital    Urgent    06/02/2021    548 VILLAGE DR GALT, CA 95632    S72.002D

**B/01/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/16/2019	Transfer from a Hospital	Urgent	11/27/2019	2417 50TH AVENUE SACRAMENTO, CA 95822	I25.10
					<b>A/15/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/22/2018	Transfer from a Hospital	Urgent	12/14/2018	6141 WESTVIEW WAY SACRAMENTO, CA 95831	A41.9
					<b>B/05/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/07/2019	Transfer from a Hospital	Urgent	10/20/2019	8795 MONTEREY OAK DR ELK GROVE, CA 95758	
					<b>B/09/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/20/2021	Transfer from a Hospital	Urgent	09/04/2021	362 Círculo San Marcus Rohnert Park, CA 94928	M54.5
					<b>B/18/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/13/2018	Transfer from a Hospital	Urgent	08/26/2018	7190 SURREYWOOD WAY SACRAMENTO, CA 95823	I50.810
					<b>D/05/A</b>
					<b>Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

04/08/2018    Transfer from a Hospital    Urgent    06/16/2018    3132 37TH STREET SACRAMENTO, CA 95817    S72.421D

**B/11/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/04/2022    Transfer from a Hospital    Urgent    04/15/2022    6185 Fennwood Court Sacramento, CA 95831    S32.591D

**B/03/B**

**HealthNet**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/16/2018    Transfer from a Hospital    Urgent    01/05/2019    3138 LAND PARK DRIVE SACRAMENTO, CA 95818    W01.0XXD

**B/02/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/22/2018    Transfer from a Hospital    Urgent    12/07/2018    7629 18TH STREET SACRAMENTO, CA 95832    S42.211D

**B/09/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/13/2019    Transfer from a Hospital    Urgent    04/25/2019    7204 DEL PRADO WAY SACRAMENTO, CA 95828    J11.00

**B/05/B**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/18/2022    Transfer from a Hospital    Urgent    02/05/2022    860 OWL CIRCLE VACAVILLE, CA 95687    M84.48XD

**B/05/A**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/28/2019	Transfer from a Hospital	Urgent	08/16/2019	3726 BRIDGEPORT SCHOOL ROAD FIDDLETOWN, CA 95629	Z48.815
					<b>B/12/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/10/2021	Transfer from Other	Urgent	02/26/2021	3165 POPPY ST WEST SACRAMENTO, CA 95691	M97.02XD
					<b>D/07/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/23/2021	Transfer from Other	Urgent		12650 Woods Road Wilton, CA 95693	F03.90
					<b>B/04/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/21/2020	Transfer from a Hospital	Urgent	05/09/2020	3468 16TH AVE SACRAMENTO, CA 95820	J18.0
					<b>B/16/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/13/2019	Transfer from a Hospital	Urgent	08/27/2019	7121 HAYWARD DRIVE SACRAMENTO, CA 95828	S72.011D
					<b>A/10/B</b>
					<b>Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/31/2018	Transfer from Other	Urgent	02/05/2018	5732 8TH AVE SACRAMENTO, CA 95820	C71.2

**Resident Information Query**

Sort By Resident Name

<b>B/01/B</b>						<b>HealthNet</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/26/2019	Transfer from a Hospital	Urgent	05/10/2019	6770 14TH AVE SACRAMENTO, CA 95826	R62.7	

<b>C/17/A</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/09/2018	Transfer from a Hospital	Urgent	07/22/2018	886 ROYAL GREEN AVENUE SACRAMENTO, CA 95831	I70.235	

<b>B/19/B</b>						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/06/2022	Transfer from a Hospital	Urgent	05/14/2022	1067 57th Street Sacramento, CA 95819	S06.5X0D	

<b>B/14/A</b>						<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/29/2018	Transfer from a Hospital	Urgent	06/23/2018	67 PARKLITE CIRCLE SACRAMENTO, CA 95831	R41.82	

<b>B/18/A</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/18/2020	Transfer from a Hospital	Urgent	09/05/2020	8300 DRESSAGE WAY SACRAMENTO, CA 95829	S72.142D	

<b>B/09/B</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/05/2019	Transfer from a Hospital	Urgent	04/15/2019	1159 26TH AVE SACRAMENTO, CA 95822	N39.0	



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/24/2021	Transfer from a Hospital	Urgent	09/03/2021	9325 East Stockton Boulevard Elk Grove, CA 95624	318.9	<b>B/18/B Medicare Part A</b>
07/17/2018	Transfer from a Hospital	Urgent	07/31/2018	8829 LITTLE JOHN COURT SACRAMENTO, CA 95628	S32.009D	<b>B/15/A Kaiser Senior</b>
08/19/2019	Transfer from a Hospital	Urgent	09/09/2019	6936 GLORIA DRIVE SACRAMENTO, CA 95831	N12	<b>B/02/A Medicare Part A</b>
06/27/2019	Transfer from a Hospital	Urgent	07/14/2019	3227 RENWICK AVENUE BUILDING D APT 108 ELK GROVE, CA 95758	N39.0	<b>B/13/A PR</b>
02/14/2020	Transfer from a Hospital	Urgent	03/06/2020	8655 RUBIA DR ELK GROVE, CA 95624	J18.9	<b>B/03/B Kaiser Senior</b>
						<b>B/14/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

01/08/2019    Transfer from a Hospital    Urgent    01/18/2019    5209 MEADOWLAND WAY ELK GROVE, CA 95758    R65.10

**B/16/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/10/2022	Transfer from a Hospital	Urgent	06/28/2022	6660 Hogan Drive Sacramento, CA 95822	J44.1

**B/04/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/26/2022	Transfer from a Hospital	Urgent	06/08/2022	5204 Lake Knoll Lane Fair Oaks, CA 95628	I63.9

**A/03/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/15/2018	Transfer from a Hospital	Urgent	08/10/2018	1126 LAKE GLENN WAY SACRAMENTO, CA 95822	K92.2

**B/03/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/05/2022	Transfer from a Hospital	Urgent	04/24/2022	145 Silverado Way Galt, CA 95632	S32.591D

**B/02/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/01/2018	Transfer from a Hospital	Urgent	05/18/2018	3004 CARIBOU COURT SACRAMENTO, CA 95826	K92.2

**C/17/A**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/16/2018	Transfer from a Hospital	Urgent	03/28/2018	2228 3RD AVE SACRAMENTO, CA 95818	Z96.651
					<b>B/15/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/04/2022	Transfer from a Hospital	Urgent	11/19/2022	2061 Monfieth Way Sacramento, CA 95822	N35.919
					<b>B/17/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/17/2021	Transfer from a Hospital	Urgent	10/28/2021	8128 Cottonridge Circle Sacramento, CA 95828	N39.0
					<b>A/01/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/02/2019	Transfer from a Hospital	Urgent	12/09/2019	5762 LERNER WAY SACRAMENTO, CA 95823	N18.6
					<b>B/18/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/19/2021	Transfer from a Hospital	Urgent	02/19/2021	124 LEISUREVILLE CIR WOODLAND, CA 95776	T81.89XD
					<b>B/11/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

12/28/2018 Transfer from a Hospital Urgent 01/03/2019 5218 CASA DANIELLE CIRCLE SACRAMENTO, CA 95824 I21.4

**B/08/B Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/07/2020	Transfer from a Hospital	Urgent	02/15/2020	8048 CORNERSTONE WAY CITRUS HEIGHTS, CA 95621	E11.621
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**C/17/B Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/21/2019	Transfer from a Hospital	Urgent		9049 QUAIL COVE DR ELK GROVE, CA 95624	I69.398
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**B/16/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/09/2019	Transfer from a Hospital	Urgent	12/23/2019	5751 21ST AVENUE SACRAMENTO, CA 95820	S72.142D
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**B/17/A Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/14/2018	Transfer from a Hospital	Urgent	04/29/2018	7431 PERSIMMON AVE SACRAMENTO, CA 95823	O25.9
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**B/17/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

**Sort By** Resident Name

09/12/2022	Transfer from a Hospital	Urgent	10/07/2022	6000 South Land Park Drive #158 Sacramento, CA 95822	S72.002D	<b>B/16/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/08/2018	Transfer from a Hospital	Urgent	07/13/2018	6716 THADDEUS COURT ELK GROVE, CA 95758	S72.001D	<b>B/13/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/26/2019	Transfer from a Hospital	Urgent	02/03/2020	1303 8TH AVE SACRAMENTO, CA 95818	M86.122	<b>A/02/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/24/2018	Transfer from a Hospital	Urgent	01/16/2019	1146 SEAMAS AVENUE SACRAMENTO, CA 95822	I50.33	<b>B/14/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/14/2021	Transfer from a Hospital	Urgent	05/06/2021	4810 Linton Pike Sacramento, CA 95822	S52.502D	<b>B/18/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/28/2019	Transfer from a Hospital	Urgent	08/19/2019	3545 LEWISTON ROAD WEST SACRAMENTO, CA 95691	A04.72		

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/16/B Kaiser Senior</b>
04/27/2019	Transfer from a Hospital	Elective	05/11/2019	415 RIVERGATE WAY SACRAMENTO, CA 95831	K92.2	
						<b>B/18/B Kaiser Senior</b>
05/09/2019	Transfer from a Hospital	Urgent	05/18/2019	8587 NEW FOREST WAY SACRAMENTO, CA 95828	J18.9	
						<b>B/10/A Kaiser Senior</b>
02/13/2020	Transfer from a Hospital	Urgent	02/25/2020	7221 SUNBREEZE LN SACRAMENTO, CA 95828	I21.4	
						<b>C/17/B Other Hospice</b>
11/20/2018	Transfer from a Hospital	Urgent	11/29/2018	2364 COBBLEOAK CT RANCHO CORDOVA, CA 95670	Z51.5	
						<b>B/08/A Other Hospice</b>
03/02/2020	Transfer from a Hospital	Urgent	08/09/2021	7327 SOVEREIGN COURT CITRUS HEIGHTS, CA 95621	I60.9	
						<b>B/04/B Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/06/2020	Transfer from a Hospital	Urgent	01/20/2020	5424 53RD AVE SACRAMENTO, CA 95823	J96.00
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/10/2018	Transfer from a Hospital	Urgent	08/16/2018	5958 CLOVER MANOR WAY SACRAMENTO, CA 95824	I50.9
					<b>B/14/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/05/2021	Transfer from a Hospital	Urgent	02/20/2021	5608 RICKEY DR SACRAMENTO, CA 95822	G93.41
					<b>B/09/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/09/2019	Transfer from a Hospital	Urgent	08/21/2019	7828 BARNESLEY WAY ELK GROVE, CA 95757	Z47.1
					<b>B/08/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/03/2020	Transfer from a Hospital	Urgent	03/14/2020	80 PARKSHORE CR SACRAMENTO, CA 95831	C79.49
					<b>C/17/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/12/2018	Transfer from a Hospital	Urgent	04/27/2018	2130 63RD AVE SACRAMENTO, CA 95822	S72.142D
					<b>B/12/B</b>
					<b>Commercial Like Medicare</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/10/2018	Transfer from a Hospital	Urgent	01/27/2018	1452 OREGON DR SACRAMENTO, CA 95822	J18.9
					<b>D/04/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/01/2019	Transfer from a Hospital	Urgent		62 MAPLE DR SACRAMENTO, CA 95823	F02.81
					<b>C/09/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/25/2021	Transfer from a Hospital	Urgent		701 Fairgrounds Drive Sacramento, CA 95817	G30.1
					<b>B/16/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/11/2018	Transfer from a SNF	Urgent	06/03/2018	6704 AUSTIN WAY SACRAMENTO, CA 95823	A41.9
					<b>B/12/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/02/2020	Transfer from a Hospital	Urgent	02/03/2020	4655 BARBEE WAY SACRAMENTO, CA 95823	Z48.815
					<b>B/11/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/23/2020	Transfer from a Hospital	Urgent	05/10/2020	4095 ARCHEAN WAY SACRAMENTO, CA 95823	I61.5



**Resident Information Query**

Sort By Resident Name

						<b>B/03/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/23/2020	Transfer from a Hospital	Urgent	03/24/2020	6350 RIVERSIDE BLVD APT #222 SACRAMENTO, CA 95831	S32.501D		
						<b>B/11/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/13/2018	Transfer from a Hospital	Urgent	03/24/2018	4300 23RD ST SACRAMENTO, CA 95822	J18.9		
						<b>B/02/A</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/16/2018	Transfer from a Hospital	Urgent	07/19/2018	10046 CORTON WAY ELK GROVE, CA 95624	I63.9		
						<b>B/17/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/27/2017	Transfer from a Hospital	Urgent	01/12/2018	2936 PEPPER GRASS WAY ELK GROVE, CA 95757	M84.361D		
						<b>B/13/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/06/2022	Transfer from a Hospital	Urgent	11/20/2022	2304 ROSADO WAY RANCHO CORDOVA, CA 95670	I50.9		
						<b>C/08/B</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

08/28/2020    Transfer from a Hospital    Urgent    10/01/2020    5821 DRY CREEK RD #55 RIO LINDA, CA 95673    Z48.812

**B/05/A**

**HealthNet**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/09/2018    Transfer from a Hospital    Urgent    03/24/2018    1540 ARVILLA DRIVE SACRAMENTO, CA 95822    A41.9

**B/14/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/30/2022    Transfer from a Hospital    Urgent    05/31/2022    2319 Evergreen Avenue West Sacramento, CA 95691    S06.5X0D

**B/01/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/29/2019    Transfer from a Hospital    Urgent    08/10/2019    10036 SHANA WAY ELK GROVE, CA 95757    I63.9

**B/16/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/13/2020    Transfer from a Hospital    Urgent    03/13/2020    1881 7TH AVENUE SACRAMENTO, CA 95818    I63.411

**B/18/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/18/2019    Transfer from a Hospital    Urgent    11/25/2019    3600 HUME STREET WEST SACRAMENTO, CA 95691    Z47.1

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/07/2018	Transfer from a Hospital	Urgent	11/16/2018	9951 SHEFFIELD WAY ELK GROVE, CA 95757	M25.561	<b>B/07/A Kaiser Senior</b>
07/16/2018	Transfer from a Hospital	Urgent	07/28/2018	2710 5TH AVE SACRAMENTO, CA 95818	150.9	<b>B/01/A Kaiser Senior</b>
12/19/2022	Transfer from a Hospital	Urgent	12/31/2022	2367 SOUTH MANOR DR SACRAMENTO, CA 95822	L03.116	<b>B/15/B PDPM MANAGED CARE</b>
12/02/2019	Transfer from a Hospital	Urgent	12/06/2019	12762 WEST LANE HERALD, CA 95638	S22.41XD	<b>B/13/A Kaiser Senior</b>
09/14/2021	Transfer from a Hospital	Urgent	09/27/2021	8724 Elk Ridge Way Elk Grove, CA 95624	150.9	<b>B/11/A PDPM MANAGED CARE</b>
						<b>B/18/A Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

07/21/2019    Transfer from a Hospital    Urgent    08/17/2019    8182 POWER INN ROAD SACRAMENTO, CA 95828    169.398

**B/02/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/31/2019    Transfer from a Hospital    Urgent    06/19/2019    5124 MCLEAN DRIVE ELK GROVE, CA 95757    G35

**B/15/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/10/2020    Transfer from a Hospital    Elective    06/27/2020    1605 ALABAMA AVE WEST SACRAMENTO, CA 95691    Z47.81

**B/13/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/02/2018    Transfer from a Hospital    Urgent    07/17/2018    1324 POWDERHORN WAY SACRAMENTO, CA 95834    M84.372D

**B/16/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/22/2020    Transfer from a Hospital    Urgent    02/05/2020    9934 CALDON WAY ELK GROVE, CA 95757    K92.89

**B/18/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/14/2019    Transfer from a Hospital    Urgent    01/10/2020    9304 EMILY STREET ELK GROVE, CA 95624    I11.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/07/A	PDPM MANAGED CARE
09/10/2021	Transfer from a Hospital	Urgent	09/25/2021	7810 Jacinto Road Elk Grove, CA 95758	G30.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/04/A	Kaiser Hospice
12/05/2020	Transfer from a Hospital	Urgent	08/04/2022	10170 CANADEO CIRCLE ELK GROVE, CA 95757	Z51.5		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	Medicare Part A
01/31/2020	Transfer from a Hospital	Urgent	02/13/2020	7664 19TH STREET SACRAMENTO, CA 95832	Z47.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/17/A	Kaiser Senior
08/25/2018	Transfer from a Hospital	Urgent	09/08/2018	1173 LANCASTER WAY SACRAMENTO, CA 95822	S32.9XXD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/06/B	Medi-cal
03/11/2018	Transfer from a Hospital	Urgent	05/09/2020	8113 FORT COLLINS WAY ROSEVILLE, CA 95747	H35.3190		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

07/05/2021	Transfer from a Hospital	Urgent	07/17/2021	2001 35th Street Sacramento, CA 95817	G20		
						<b>B/19/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
02/27/2021	Transfer from a Hospital	Urgent	03/12/2021	617 RIVERGATE WAY SACRAMENTO, CA 95831	J96.90		
						<b>B/03/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
03/17/2019	Transfer from a Hospital	Urgent	04/05/2019	PO BOX 35 ELK GROVE, CA 95759	I61.3		
						<b>B/07/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
11/13/2019	Transfer from a Hospital	Urgent	11/25/2019	350 WINTERHAVEN AVENUE SACRAMENTO, CA 95833	J96.01		
						<b>B/15/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
05/08/2019	Transfer from a Hospital	Elective	05/18/2019	PO BOX 64 HOOD, CA 95639	R65.10		
						<b>B/09/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
04/14/2021	Transfer from a Hospital	Urgent	04/24/2021	PO BOX 1174 WALNUT GROVE, CA 95690	M97.02XD		
						<b>B/16/A</b>	<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/03/2021	Transfer from a Hospital	Urgent	04/16/2021	5418 AGOVERNOR CIRCLE Stockton, CA 95210	J90
					<b>B/02/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/19/2019	Transfer from a Hospital	Urgent	11/29/2019	1044 CUMMINS WAY WEST SACRAMENTO, CA 95605	L03.115
					<b>B/11/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/02/2019	Transfer from a Hospital	Urgent	06/16/2019	PO BOX 231902 SACRAMENTO, CA 95823	I70.262
					<b>B/05/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/29/2018	Transfer from a Hospital	Urgent	12/11/2018	7345 BONITA WAY CITRUS HEIGHTS, CA 95610	I95.1
					<b>D/10/A</b>
					<b>Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/11/2013	Transfer from a Hospital	Urgent	04/05/2018	4002 ALEGRA WAY DAVIS, CA 95618	I62.00
					<b>B/11/A</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

11/17/2021    Transfer from a Hospital    Urgent    12/10/2021    2510 LONGSPUR LOOP LINCOLN, CA 95648    L03.116

**B/09/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/28/2019	Transfer from a Hospital	Urgent	05/15/2019	5210 SALVATOR WAY SACRAMENTO, CA 95822	M80.08XS

**B/11/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/12/2022	Transfer from a Hospital	Urgent	04/29/2022	1328 Lynette Way Sacramento, CA 95831	S22.41XD

**B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2019	Transfer from a Hospital	Urgent	01/30/2019	2780 SAN LUIS COURT SACRAMENTO, CA 95818	S32.502D

**B/16/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/18/2022	Transfer from a Hospital	Urgent	03/29/2022	4240 Town Center Boulevard El Dorado Hills, CA 95762	I69.30

**A/05/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/02/2018	Transfer from a Hospital	Urgent	05/20/2019	7935 DEER CREEK DR SACRAMENTO, CA 95823	R55



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/07/2018	Transfer from a Hospital	Urgent	02/20/2018	2646 Driftwood Court West Sacramento, CA 95691	I25.10	<b>B/03/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/04/2019	Transfer from a Hospital	Urgent	09/21/2019	738 EUREKA AVE DAVIS, CA 95616	N39.9	<b>B/10/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/26/2022	Transfer from a Hospital	Urgent	10/17/2022	18 KADON COURT WAY SACRAMENTO, CA 95831	S82.141D	<b>B/18/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/29/2019	Transfer from a Hospital	Urgent	12/13/2019	1012 SYCAMORE AVE WEST SACRAMENTO, CA 95691	S22.41XD	<b>B/07/A Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/14/2018	Transfer from a Hospital	Urgent	05/25/2018	9568 EMERALD PARK DR ELK GROVE, CA 95624	G93.40	<b>B/18/A Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/10/A Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

10/02/2018	Transfer from a Hospital	Urgent	10/22/2018	9950 VALDERAMA WAY SACRAMENTO, CA 95829	R33.9	
						<b>B/12/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/17/2020	Transfer from a Hospital	Urgent	01/31/2020	7681 SWEETBRIER WAY SACRAMENTO, CA 95832	Z47.81	
						<b>B/04/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/22/2020	Transfer from a SNF	Urgent	02/01/2020	604 PRINGLE AVE GALT, CA 95632	Z47.81	
						<b>D/07/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/18/2021	Transfer from Other	Urgent	07/07/2021	2840 Honeysuckle Way Sacramento, CA 95826	S22.070D	
						<b>B/03/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/15/2019	Transfer from a Hospital	Urgent	03/03/2019	8724 LOS ENCANTOS CIRCLE ELK GRIVE, CA 95624	I65.21	
						<b>B/17/B PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/04/2022	Transfer from a Hospital	Urgent	05/05/2022	171 Robin Court Galt, CA 95632	Z51.5	

**Resident Information Query**

Sort By Resident Name

				<b>B/01/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/17/2020	Transfer from a Hospital	Urgent	02/27/2020	8796 FALLBRIGHT WAY ELK GROVE, CA 95624	J44.1	

				<b>B/02/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/29/2019	Transfer from a Hospital	Urgent	09/07/2019	9354 EMILY STREET ELK GROVE, CA 95624	N17.9	

				<b>B/14/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/13/2019	Transfer from a Hospital	Urgent	04/27/2019	8656 GOSSAMER WAY ELK GROVE, CA 95624		

				<b>A/17/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/26/2019	Transfer from a Hospital	Urgent	03/28/2020	5608 ONYX DRIVE ROCKLIN, CA 95677	I50.22	

				<b>B/14/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/22/2019	Transfer from a Hospital	Urgent	11/10/2019	427 SUNSET DR GALT, CA 95632	I69.398	

				<b>B/15/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

07/19/2020    Transfer from a Hospital    Urgent    07/31/2020    8810 LAKE NIMBUS DR FAIR OAKS, CA 95628    J18.9

**B/13/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/13/2020    Transfer from a Hospital    Urgent    06/18/2020    7101 53RD STREET SACRAMENTO, CA 95828    I63.40

**A/05/A    Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/26/2022    Transfer from a Hospital    Elective    12/26/2022    2800 BRUCEVILLE RD #302 SACRAMENTO, CA 95823    S12.9XXD

**B/16/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/09/2021    Transfer from a Hospital    Urgent    02/02/2021    6773 STARBOARD WAY SACRAMENTO, CA 95831    N39.0

**B/10/A    PR**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/18/2018    Transfer from a Hospital    Elective    08/03/2018    6350 RIVERSIDE BLVD #125 SACRAMENTO, CA 95831    J90

**B/15/B    Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/23/2021    Transfer from a Hospital    Urgent    02/05/2021    9210 BIG HORN BLVD. #112 ELK GROVE, CA 95758    I63.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/A	Medicare Part A
04/17/2018	Transfer from a Hospital	Urgent	05/05/2018	8813 INISHEER WAY SACRAMENTO, CA 95828	I63.411		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/A	Medicare Part A
12/15/2018	Transfer from a Hospital	Urgent	12/27/2018	947 COMMONS DRIVE SACRAMENTO, CA 95825	M79.81		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	PDPM MANAGED CARE
12/13/2021	Transfer from a Hospital	Urgent	12/29/2021	13171 GRAND ISLAND ROAD WALNUT GROVE, CA	E11.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Medicare Part A
11/15/2022	Transfer from a Hospital	Urgent	11/23/2022	8200 LICHEN DR CITRUS HEIGHTS, CA 95621	S32.009D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/09/B	PDPM MANAGED CARE
03/24/2021	Transfer from a Hospital	Urgent	04/09/2021	1513 LONDON STREET SACRAMENTO, CA 95822	S22.43XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

09/22/2021	Transfer from a Hospital	Urgent	10/08/2021	7451 Greenhaven Drive Sacramento, CA 95831	N10	
					<b>B/16/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/01/2019	Transfer from a Hospital	Urgent	01/27/2019	6903 ROMANZO WAY ELK GROVE, CA 95758	I63.9	
					<b>B/08/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/24/2019	Transfer from a Hospital	Urgent	10/08/2019	8377 TIGERLILY COURT ELK GROVE, CA 95758	S72.002D	
					<b>B/09/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/23/2020	Transfer from a Hospital	Urgent	01/25/2020	7572 SAN FELICE CIRCLE SACRAMENTO, CA 95822	C91.10	
					<b>B/16/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/07/2019	Transfer from a Hospital	Urgent	04/19/2019	6321 LEOLA WAY SACRAMENTO, CA 95824	S72.142S	
					<b>B/11/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/28/2021	Transfer from a Hospital	Urgent	08/11/2021	6527 Wire Drive Sacramento, CA 95823	E11.69	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/06/A	Medi-cal
08/25/2014	Transfer from a Hospital	Elective	03/15/2018	7626 COUNTRY PARK DR SACRAMENTO, CA 95828	I50.32		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/A	Medicare Part A
08/30/2021	Transfer from a Hospital	Urgent	10/12/2021	5017 8th Avenue Sacramento, CA 95820	M86.171		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/01/A	Medi-cal
01/07/2020	Transfer from a Hospital	Urgent	07/06/2022	3630 COUNTRY CLUB DRIVE SPACE 52 LUCERNE, CA 95458	E11.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/01/B	Commercial Like Medicare
05/16/2018	Transfer from a Hospital	Urgent	05/27/2018	6375 GLORIA DRIVE SACRAMENTO, CA 95831	K80.00		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/04/B	PDPM MANAGED CARE
10/21/2022	Transfer from a Hospital	Urgent	11/05/2022	201 Creekside Circle Sacramento, CA 95823	L03.90		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Kaiser Senior





**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/09/2020	Transfer from a Hospital	Urgent	04/14/2020	6440 WOODBINE AVE SACRAMENTO, CA 95822	I63.412

**B/15/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/01/2018	Transfer from a Hospital	Urgent	09/05/2018	6 TYNDALL CT SACRAMENTO, CA 95823	N39.0

**B/11/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/16/2021	Transfer from a Hospital	Urgent	10/25/2021	1428 ARVILLA DRIVE SACRAMENTO, CA 95822	D64.9

**B/12/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/29/2019	Transfer from a Hospital	Urgent	09/10/2019	3416 MICKNLEY VILLAGE WAY SACRAMENTO, CA 95816	J96.01

**B/13/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/04/2021	Transfer from a Hospital	Urgent	01/22/2021	7354 KARA DR SACRAMENTO, CA 95828	I87.333

**B/19/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/26/2019	Transfer from a Hospital	Urgent	12/10/2019	6400 66TH AVENUE # 21 SACRAMENTO, CA 95823	S32.414D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/17/2022	Transfer from a SNF	Elective	07/16/2022	6506 CARTERA COURT ELK GROVE, CA 95758	I63.9	<b>B/15/A</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/02/2021	Transfer from a Hospital	Urgent	04/20/2021	8884 Kelsey Drive Elk Grove, CA 95624	Z47.81	<b>B/10/B</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/18/2020	Transfer from a Hospital	Urgent	03/30/2020	2015 22ND STREET SACRAMENTO, CA 95818	S32.511D	<b>B/18/B</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/21/2017	Transfer from a Hospital	Urgent	12/20/2018	2162 EVERGREEN AVENUE STE 1 WEST SACRAMENTO, CA 95691	Z51.5	<b>D/04/B</b> <b>Other Hospice</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/22/2019	Transfer from a Hospital	Urgent	11/02/2019	2624 WALDIE COURT ELK GROVE, CA 95758	Z47.1	<b>B/03/B</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/14/B</b> <b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

08/11/2020      Transfer from a Hospital      Urgent      12/10/2020      2750 HING AVE  
SACRAMENTO,  
CA 95822      U07.1

**B/19/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/12/2021	Transfer from a Hospital	Urgent	11/29/2021	5791 Franklin Boulevard Sacramento, CA 95824	R55
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**B/01/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/03/2019	Transfer from a Hospital	Urgent	04/13/2019	8716 REDLANDS WAY SACRAMENTO, CA 95828	L03.116
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**B/15/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/27/2022	Transfer from a Hospital	Urgent	10/11/2022	207 Touchstone Place West Sacramento, CA 95691	S82.201D
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**C/06/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/19/2021	Transfer from a Hospital	Urgent	07/25/2022	10730 BASIE WAY Sacramento, CA 95670	G35
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**B/10/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/13/2020	Transfer from a Hospital	Urgent	02/01/2020	6320 LAKE PARK DRIVE SACRAMENTO, CA 95831	R55
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**B/13/B**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/17/2018	Transfer from a Hospital	Urgent	10/26/2018	PO BOX 1205 COLUMBIA, CA 95310	R10.9	
						<b>B/14/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/28/2020	Transfer from a Hospital	Urgent	05/20/2020	9325 STROCKTON BLVD ELK GROVE, CA 95624	S82.852D	
						<b>B/12/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/19/2022	Transfer from a Hospital	Urgent	03/10/2022	845 East Frederick Avenue Fresno, CA 93720	S32.592D	
						<b>A/03/A Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/08/2017	Transfer from a Hospital	Urgent	02/15/2018	3640 TOLENAS CT SACRAMENTO, CA 95864	M79.A21	
						<b>B/15/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/14/2022	Transfer from a Hospital	Urgent	12/08/2022	6836 Burdett Way Sacramento, CA 95823	M95.0	
						<b>B/10/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/04/2021	Transfer from a Hospital	Urgent	03/18/2021	139 SECURITY LANE SACRAMENTO, CA 95828	S82.302D	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/04/2021	Transfer from a Hospital	Urgent	05/16/2021	2315 10TH AVE #104 SACRAMENTO, CA 95818	S82.852D	<b>B/15/A Kaiser GMC</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/23/2018	Transfer from a Hospital	Urgent	08/09/2018	9616 CRISSWELL DRIVE EK GROVE, CA 95624	I27.21	<b>B/10/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/16/2018	Transfer from a Hospital	Urgent	09/01/2018	8589 FLORIN ROAD SACRAMENTO, CA 95828	C41.2	<b>B/03/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/07/2021	Transfer from a Hospital	Urgent		8517 DEWBERRY WAY ELK GROVE, CA 95624	F02.80	<b>A/08/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/27/2017	Transfer from Other	Urgent	02/08/2018	7520 HANDLY WAY SACRAMENTO, CA 95832	S82.891D	<b>C/11/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/19/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

12/15/2019    Transfer from a Hospital    Urgent    12/29/2019    673 ALICE RAE CIR GALT, CA 95632    M80.072D

**B/07/B**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Discharge Date**    **Previous Address**    **Primary Diagnosis**  
 09/04/2018    Transfer from a Hospital    Urgent    09/18/2018    7520 HANDLY WAY SACRAMENTO, CA 95822    R65.10

**B/16/B**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Discharge Date**    **Previous Address**    **Primary Diagnosis**  
 12/07/2018    Transfer from a Hospital    Urgent    12/10/2018    3266 ARUBA STREET WEST SACRAMENTO, CA 95691    S72.001D

**C/14/A**

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Discharge Date**    **Previous Address**    **Primary Diagnosis**  
 08/23/2017    Transfer from a Hospital    Urgent       1508 ENDRES CT SACRAMENTO, CA 95822    150.9

**C/02/B**

**Other Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Discharge Date**    **Previous Address**    **Primary Diagnosis**  
 10/08/2022    Transfer from a Hospital    Urgent    11/30/2022    842 RANCHO ROBLE WAY #134 SACRAMENTO, CA 95834    Z51.5

**B/12/A**

**Commercial Like Medicare**

**Admission Date**    **Admission Source**    **Admission Type**    **Discharge Date**    **Previous Address**    **Primary Diagnosis**  
 04/30/2018    Transfer from a Hospital    Urgent    05/07/2018    8697 TIOGAWOODS DR SACRAMENTO, CA 95828    J44.1

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/09/2016	Transfer from a Hospital	Urgent	09/01/2019	6961 23RD ST SACRAMENTO, CA 95822	G30.9	<b>D/01/B</b> <b>Medi-cal</b>
10/06/2019	Transfer from a Hospital	Urgent	10/20/2019	8545 MECCA ROAD ELK GROVE, CA 95624	S22.050D	<b>B/12/B</b> <b>Medicare Part A</b>
12/22/2017	Transfer from a Hospital	Urgent	01/26/2018	1180 CORPORATE WAY APT # 280 SACRAMENTO, CA 95831	150.9	<b>B/06/B</b> <b>PR</b>
11/23/2019	Transfer from a Hospital	Urgent	12/08/2019	6985 HAVENHURST DRIVE SACRAMENTO, CA 95831	S22.000D	<b>B/11/B</b> <b>Kaiser Senior</b>
06/10/2019	Transfer from a Hospital	Urgent	06/16/2019	2348 25TH AVENUE SACRAMENTO, CA 95822	169.398	<b>B/13/B</b> <b>Medicare Part A</b>
						<b>D/14/B</b> <b>Medi-cal</b>



**Resident Information Query**

Sort By Resident Name

12/14/2017    Transfer from a SNF    Elective    01/20/2018    2393 NORTH MANOR DRIVE SACRAMENTO, CA 95822    196

**B/09/B    Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/09/2018	Transfer from a Hospital	Urgent	03/30/2018	7332 STOCKDALE ST SACRAMENTO, CA 95822	R65.11

**C/04/A    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/10/2020	Transfer from a Hospital	Urgent	12/11/2020	1112 LAKEHOME DRIVE LODI, CA 95242	M48.062

**B/05/B    Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/01/2018	Transfer from a Hospital	Urgent	06/13/2018	7582 RUSH RIVER DRIVE APT 25 SACRAMENTO, CA 95831	S73.004D

**B/13/A    PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/27/2022	Transfer from a Hospital	Urgent	05/29/2022	12076 Peachdale Court Rancho Cordova, CA 95742	K72.90

**B/19/A    Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

08/30/2018	Transfer from a Hospital	Urgent	09/22/2018	8151 CIVIC CENTER DRIVE APT. 166 ELK GROVE, CA 95757	Z96.642	
						<b>C/11/B</b>
						<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/21/2021	Transfer from a Hospital	Urgent		1717 Virginia Avenue West Sacramento, CA 95691	Z86.73	
						<b>D/01/B</b>
						<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/20/2020	Transfer from a Hospital	Urgent		PO BOX 585 WEST SACRAMENTO, CA 95691	I69.353	
						<b>B/05/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/11/2018	Transfer from a Hospital	Urgent	03/25/2018	820 N LINCOLN WAY SPC 66 GALT, CA 95633	E11.22	
						<b>B/19/B</b>
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/02/2021	Transfer from a Hospital	Urgent	04/16/2021	6781 RANCHO ADOBE DR SACRAMENTO, CA 95828	S32.020D	
						<b>B/15/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/17/2018	Transfer from a Hospital	Urgent	01/29/2018	4326 BERRENDO DR SACRAMENTO, CA 95864	J18.9	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/13/2018	Transfer from a Hospital	Urgent	03/08/2018	4608 LIVINGSTON WAY SACRAMENTO, CA 95823	I63.412	<b>B/18/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/16/2020	Transfer from a Hospital	Urgent	01/28/2020	8677 MELLOWOODS WAY SACRAMENTO, CA 95828	A41.9	<b>B/03/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/08/2018			10/25/2018	7161 SURREYWOOD WAY SACRAMENTO, CA 95823	F20.2	<b>A/19/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/11/2020	Transfer from a Hospital	Urgent	01/24/2020	5074 BISSETT WAY SACRAMENTO, CA 95835	N39.0	<b>B/16/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/06/2019	Transfer from a SNF	Urgent	05/02/2019	7713 KILLDEER WAY ELK GROVE, CA 95758	I70.361	<b>B/07/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/14/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

05/09/2018    Transfer from a Hospital    Urgent    05/22/2018    6697 LAKE PARK DR SACRAMENTO, CA 95831    R55

**B/03/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/27/2019    Transfer from a Hospital    Urgent    04/09/2019    9210 BIGHORN BLVD #227 ELK GROVE, CA 95758    I65.21

**B/13/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/01/2020    Transfer from a Hospital    Urgent    01/15/2020    8141 PORT ROYALE WAY SACRAMENTO, CA 95823    S72.141D

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/25/2022    Transfer from a Hospital    Urgent    02/05/2022    139 Duval Street Citrus Heights, CA 95621    S32.501D

**C/12/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/25/2020    Transfer from a Hospital    Elective       7713 KILLDEER WAY ELK GROVE, CA 95758    Z89.611

**B/08/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/19/2021    Transfer from Other    Elective    09/05/2021    1040 Casilada Way Sacramento, CA 95822    S72.001D

**B/16/B**

**Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/12/2018	Transfer from a Hospital	Urgent	04/27/2018	5231 60TH STREET SACRAMENTO, CA 95820	M97.01XD

**B/02/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/11/2019	Transfer from a Hospital	Urgent	09/23/2019	4100 FOLSOM BLVD UNIT 3C SACRAMENTO, CA 95819	K92.2

**B/02/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/09/2019	Transfer from a Hospital	Urgent	12/23/2019	6727 LAGUNA PARK DRIVE #15A ELK GROVE, CA 95758	S22.32XD

**B/04/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/25/2021	Transfer from a Hospital	Urgent	09/11/2021	5013 33rd Avenue Sacramento, CA 95824	S92.512D

**B/03/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/12/2019	Transfer from a Hospital	Urgent	08/25/2019	14 WESTLITE COURT SACRAMENTO, CA 95831	M10.071

**C/13/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/17/2018	Transfer from a Hospital	Urgent	05/04/2018	2120 MURIETA WAY SACRAMENTO, CA 95822	R41.82

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/03/2020	Transfer from a Hospital	Elective		455 FLORIN ROAD SACRAMENTO, CA 95831	Z51.5	<b>C/17/A</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/28/2019	Transfer from a Hospital	Urgent	09/16/2019	136 ARBUSTO CIRCLE SACRAMENTO, CA 95831	N39.0	<b>B/05/B</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/17/2019	Transfer from a Hospital	Urgent	07/23/2019	855 RIDGEVIEW DRIVE WOODLAND, CA 95695	N39.0	<b>B/11/B</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/21/2022	Transfer from a Hospital	Urgent	09/03/2022	9138 FARRINGTON COURT ELK GROVE, CA 95624	K51.919	<b>B/12/B</b> <b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/27/2020	Transfer from a Hospital	Urgent	03/14/2020	7711 ELK GROVE FLORIN RD SACRAMENTO, CA 95832	N18.6	<b>B/05/B</b> <b>Kaiser GMC</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/13/A</b> <b>BS OF CALIFORNIA</b>

**Resident Information Query**

Sort By Resident Name

04/20/2018    Transfer from a Hospital    Elective    05/24/2018    812 FRATIS STREET FOLSOM, CA 95630    C32.8

**B/19/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/29/2020    Transfer from a Hospital    Urgent    07/10/2020    6912 SOUTHLAND PARK DR SACRAMENTO, CA 95831    G93.41

**B/03/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/06/2019    Transfer from a Hospital    Urgent    10/17/2019    10056 OGLETHORPE WAY ELK GROVE, CA 95624    Z47.1

**B/07/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/28/2018    Transfer from a Hospital    Urgent    05/30/2018    7484 CHATTERTON WAY SACRAMENTO, CA 95829    L03.115

**D/02/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/24/2021    Transfer from a Hospital    Elective    05/06/2022    3901 Lake Road Sp 58 West Sacramento, CA 95691    E11.9

**B/04/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

05/09/2022	Transfer from a Hospital	Urgent	05/17/2022	1180 Corporate Way Sacramento, CA 95831	M62.82	<b>B/18/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/12/2021	Transfer from a Hospital	Urgent	04/20/2021	2316 AVOCET CT ELK GROVE, CA 95757	M86.171	<b>B/10/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/11/2018	Transfer from a Hospital	Urgent	03/22/2018	5200 61ST SACRAMENTO, CA 95820	M84.361D	<b>B/16/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/17/2018	Transfer from Other	Urgent	06/30/2018	10410 ALIELANI LANE ELK GROVE, CA 95624	L89.109	<b>B/19/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
10/16/2021	Transfer from a Hospital	Urgent	10/29/2021	1180 CORPORATE WAY #208 Sacramento, CA 95831	S72.002D	<b>D/14/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/26/2019	Transfer from Other	Elective	07/04/2019	7732 VALLEYWOOD DRIVE SACRAMENTO, CA 95828	I95.9	<b>B/05/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/27/2018	Transfer from a Hospital	Urgent	07/16/2018	226 CALIFORNIA LOOP SACRAMENTO, CA 95823	M14.672
					<b>B/08/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/10/2019	Transfer from a Hospital	Urgent	09/25/2019	3873 CHIMNEY ROCK WAY SACRAMENTO, CA 95834	Z47.1
					<b>B/18/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/01/2019	Transfer from a Hospital	Urgent	11/16/2019	1 SHOAL CT #121 SACRAMENTO, CA 95831	C16.0
					<b>B/04/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/06/2018	Transfer from Other	Elective	10/17/2018	8496 VISTA BROOKS DR ELK GROVE, CA 95624	S72.002D
					<b>B/08/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/24/2021	Transfer from a Hospital	Urgent	04/09/2021	9793 TUNDRA SWAN CIRCLE Elk Grove, CA 95757	Z48.811
					<b>B/15/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/01/2019	Transfer from a Hospital	Urgent	11/27/2019	7412 GOLDEN STARS WAY SACRAMENTO, CA 95829	I63.441

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/13/A	Medi-cal
12/29/2013	Transfer from a Hospital	Urgent	08/21/2018	2547 57TH STREET SACRAMENTO, CA 95822	E55.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Kaiser Senior
12/09/2019	Transfer from a Hospital	Urgent	12/25/2019	122 ELM ST WOODLAND, CA 95695	I69.354		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/B	PDPM MANAGED CARE
12/14/2021	Transfer from a Hospital	Urgent	12/31/2021	2311 66TH AVE SACRAMENTO, CA 95822	S32.039D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	A/13/A	Medi-cal
01/28/2020	Transfer from a Hospital	Urgent	11/25/2020	8109 COTTONWOOD LANE SACRAMENTO, CA 95828	S72.001D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/01/B	HealthNet
03/07/2018	Transfer from a Hospital	Urgent	03/16/2018	1737 MARKHAM WAY SACRAMENTO, CA 95818	K92.2		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

12/23/2019      Transfer from a Hospital      Urgent      01/24/2020      3350 BESANA DR  
EL DORADO HILLS, CA 95762      A41.01

**B/16/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/13/2021	Transfer from a Hospital	Urgent	05/27/2021	6791 Arabella Way Sacramento, CA 95831	L89.152

**B/19/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/15/2020	Transfer from a Hospital	Urgent	09/09/2020	1123 CLINTON ROAD SACRAMENTO, CA 95825	S52.531D

**B/04/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/14/2018	Transfer from a Hospital	Urgent	09/29/2018	7723 RIVER LANDING DR SACRAMENTO, CA 95831	S32.511D

**B/17/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/20/2021	Transfer from a Hospital	Urgent	03/03/2021	6307 SURFSIDE WAY SACRAMENTO, CA 95831	I50.9

**B/09/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/10/2019	Transfer from a Hospital	Urgent	03/25/2019	7323 WILLOW LAKE WAY SACRAMENTO, CA 95831	I69.398

**B/11/B**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/09/2021	Transfer from a Hospital	Urgent	07/07/2021	4721 71st Street Sacramento, CA 95820	A41.51
					<b>B/19/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/17/2019	Transfer from a Hospital	Urgent	04/04/2019	7440 GOLDEN OAK WAY SACRAMENTO, CA 95831	
					<b>B/19/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/25/2020	Transfer from a Hospital	Urgent	06/02/2020	3440 SWALLOWS NEST LANE SACRAMENTO, CA 95833	A41.51
					<b>B/08/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/05/2022	Transfer from a Hospital	Elective	09/09/2022	6700 Paseo Del Sol Way Elk Grove, CA 95758	I16.0
					<b>B/11/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/02/2020	Transfer from a Hospital	Urgent	06/30/2020	7548 GREENHAVEN # 134 SACRAMENTO, CA 95825	S42.252D
					<b>B/19/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

08/11/2019    Transfer from a Hospital    Urgent    08/14/2019    6664 FORDHAM WAY  
SACRAMENTO, CA 95831    J69.0

**B/15/A    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/05/2018	Transfer from a Hospital	Urgent	07/12/2018	7448 ELDER CREEK RD SACRAMENTO, CA 95824	R65.10

**B/12/A    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/17/2019	Transfer from a Hospital	Urgent	07/27/2019	115 JACINTO AVE SACRAMENTO, CA 95823	I50.33

**B/11/A    PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2021	Transfer from a Hospital	Urgent	01/02/2022	5645 HELEN WAY SACRAMENTO, AR 95822	N39.0

**B/02/A    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/20/2019	Transfer from a Hospital	Urgent	07/27/2019	319 SUN SHOWER CIRCLE SACRAMENTO, CA 95823	Z47.89

**B/02/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/29/2019	Transfer from a Hospital	Urgent	01/12/2020	7229 LAWNWOOD DRIVE SACRAMENTO, CA 95828	S72.001D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/28/2020	Transfer from a Hospital	Urgent	02/08/2020	9225 BROMFIELD CT ELK GROVE, CA 95624	C56.9	<b>B/09/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/13/2018	Transfer from a Hospital	Urgent	07/17/2018	6904 ARIANNA CT ELK GROVE, CA 95757	I48.0	<b>C/07/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/01/2018	Transfer from a Hospital	Urgent	08/14/2018	3225 FREEPORT BLVD #601 SACRAMENTO, CA 95818	S32.592D	<b>B/14/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/16/2021	Transfer from a Hospital	Urgent	10/30/2021	820 North Lincoln Way Galt, CA 95632	G20	<b>B/03/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/20/2018	Transfer from a Hospital	Elective	11/01/2018	3215 RYER ISLAND ST WEST SACRAMENTO, CA 95691	Z51.5	<b>D/16/B Other Hospice</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/10/A PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

10/31/2022	Transfer from a Hospital	Urgent	11/10/2022	1075 Fulton Avenue Unit 323 Sacramento, CA 95825	A41.9	
						<b>B/08/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/12/2019	Transfer from a Hospital	Urgent	08/26/2019	609 OESTE DR DAVIS, CA 95616	I71.5	
						<b>C/01/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/25/2018	Transfer from a Hospital	Urgent		7921 SUNRISE GREENS DRIVE SACRAMENTO, CA 95828	G30.8	
						<b>B/13/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/28/2022	Transfer from a Hospital	Urgent	04/19/2022	9336 Lovewell Court Elk Grove, CA 95758	S32.009D	
						<b>B/03/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/18/2022	Transfer from a Hospital	Urgent	04/13/2022	4642 Village Green Drive El Dorado Hills, CA 95762	N39.0	
						<b>A/01/B Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/16/2018	Transfer from a Hospital	Urgent	11/16/2018	10101 TITTLE WAY ELK GROVE, CA 95757	R13.12	
						<b>B/11/B Kaiser GMC</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/14/2018	Transfer from a Hospital	Urgent	12/01/2018	7700 QUINBY WAY SACRAMENTO, CA 95823	I62.9

[REDACTED] [REDACTED] **A/17/B** **Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/21/2021	Transfer from a Hospital	Urgent		7744 Gyan Way Sacramento, CA 95828	F03.90

[REDACTED] [REDACTED] **B/15/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/16/2019	Transfer from a Hospital	Urgent	12/25/2019	7058 WILSHIRE CIRCLE SACRAMENTO, CA 95822	I50.33

[REDACTED] [REDACTED] **B/19/B** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/22/2022	Transfer from a Hospital	Urgent	03/23/2022	416 Washington Avenue West Sacramento, CA 95691	I48.91

[REDACTED] [REDACTED] **A/17/A** **Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/06/2017	Transfer from a Hospital	Urgent	05/12/2020	2352 NORTH MANOR DRIVE SACRAMENTO, CA 95822	Z51.5

[REDACTED] [REDACTED] **B/19/B** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

05/14/2018    Transfer from a Hospital    Urgent    05/16/2018    4695 PACIFIC STREET. SPC 2 ROCKLIN, CA 95677    S06.6X0D

**B/07/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/29/2019    Transfer from a Hospital    Urgent    07/11/2019    PO BOX 129 RIVER PINES, CA 95675    K62.6

**B/19/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/04/2018    Transfer from a Hospital    Urgent    10/20/2018    8283 OAKBARK CT ELK GROVE, CA 95758    S72.142D

**B/17/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/25/2022    Transfer from a Hospital    Urgent    10/12/2022    52313 Nishida Lane Clarksburg, CA 95612    S42.201D

**A/09/A**

**Kaiser Hospice**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/17/2017    Transfer from a Hospital    Urgent    10/06/2018    131 CALLE MARIA ST ELK GROVE, CA 95624    N18.6

**B/03/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/25/2020    Transfer from a Hospital    Urgent    03/11/2020    9736 ELLSMERE WAY ELK GROVE, CA 95757    S93.05XD

**B/17/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

**Resident Information Query**

Sort By Resident Name

12/19/2017    Transfer from a Hospital    Urgent    01/06/2018    5949 LAKE CREST WAY #11 SACRAMENTO, CA 95822    N18.4

**B/05/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/22/2017    Transfer from a Hospital    Urgent    01/25/2018    1262 LUCIO LANE SACRAMENTO, CA 95822    148.91

**B/04/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/18/2019    Transfer from a Hospital    Urgent    05/02/2019    340 MILLS DR DAVIS, CA 95616    553.1025

**D/04/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/18/2020    Transfer from a Hospital    Urgent    08/23/2020    7 S SCHOOL STREET LODI, CA 95240    S32.501D

**B/07/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/15/2018    Transfer from a Hospital    Urgent    04/28/2018    2328 SOUTH MANOR DRIVE SACRAMENTO, CA 95822    R62.7

**C/13/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/31/2018    Transfer from a Hospital    Urgent    09/15/2018    5215 PERCHERON DR ELK GROVE, CA 95757    S72.142D

**C/02/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/04/2018	Transfer from a Hospital	Urgent	01/26/2018	4401 C PARKWAY SACRAMENTO, CA 95823	J18.9

**B/12/A PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/08/2021	Transfer from a Hospital	Urgent	04/14/2021	6810 DI LUSSO DR APT 172 ELK GROVE, CA 95758	I63.9

**B/13/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2020	Transfer from a Hospital	Urgent	08/04/2020	6060 BRADSHAW ROAD SACRAMENTO, CA 95829	I62.9

**B/17/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/16/2022	Transfer from a Hospital	Urgent	12/12/2022	7358 Cranston Way Sacramento, CA 95822	I50.9

**B/08/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/23/2021	Transfer from a Hospital	Urgent	07/08/2021	121 South Lincoln Street Roseville, CA 95678	S72.002D

**B/14/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/21/2018	Transfer from a Hospital	Urgent	12/15/2018	79 ROLLING HILLS CT OROVILLE, CA 95966	D64.9

**Resident Information Query**

Sort By Resident Name

					<b>B/12/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/13/2022	Transfer from a Hospital	Urgent	06/25/2022	3054 Notre Dame Drive Sacramento, CA 95826	M48.062	

					<b>B/11/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/24/2022	Transfer from a Hospital	Urgent	02/15/2022	2444 Larkspur Lane #307 Sacramento, CA 95825	S72.001D	

					<b>B/08/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/12/2021	Transfer from a Hospital	Urgent	11/30/2021	5102 Pioneer Way Antioch, CA 94531	I63.512	

					<b>D/15/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/19/2021	Transfer from a Hospital	Urgent	10/30/2021	3907 43rd Avenue Sacramento, CA 95824	M48.062	

					<b>B/12/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/03/2019	Transfer from a Hospital	Urgent	07/17/2019	6935 NORTHSHORE WAY SACRAMENTO, CA 95831	S42.002D	

					<b>B/09/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

10/11/2019    Transfer from Other    Urgent    10/18/2019    1161 ROBERTSON WAY SACRAMENTO, CA 95818    144.2

**B/19/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/23/2018	Transfer from a Hospital	Urgent	01/25/2018	217 COUNTRY PLACE APT 133 SACRAMENTO, CA 95831	M16.12

**B/10/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/12/2018	Transfer from a Hospital	Urgent	06/30/2018	290 PERAZUL CIRCLE SACRAMENTO, CA 95835	G93.40

**C/07/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/15/2020	Transfer from a Hospital	Urgent	12/14/2022	1104 CHAPEL HILL LN ROSEVILLE, CA 95742	Z51.5

**B/02/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/13/2022	Transfer from a Hospital	Urgent	11/30/2022	2432 48TH AVENUE SACRAMENTO, CA 95822	S32.401D

**B/15/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/05/2021	Transfer from a Hospital	Urgent	06/21/2021	6944 RICHMAN WAY SACRAMENTO, CA 95828	A41.51

**B/08/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/27/2018	Transfer from a Hospital	Urgent	02/13/2018	224 ASKE CT ROSEVILLE, CA 95747	I50.33
					<b>B/17/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/17/2020	Transfer from a Hospital	Urgent	09/01/2020	6501 GREENHAVEN DR SACRAMENTO, CA 95831	S32.020D
					<b>B/18/B</b>
					<b>BS OF CALIFORNIA</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/12/2018	Transfer from a Hospital	Urgent	02/26/2018	7090 WESTMORELAN D WAY SACRAMENTO, CA 95831	
					<b>B/13/A</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/07/2021	Transfer from a Hospital	Urgent	09/06/2021	223 Walnut Street Woodland, CA 95695	Z47.81
					<b>B/16/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/19/2020	Transfer from a Hospital	Urgent	10/29/2020	718 YOUNG COURT GALT, CA 95632	S72.002D
					<b>B/09/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/27/2022	Transfer from a Hospital	Urgent	10/25/2022	1500 West El Camino Avenue Sacramento, CA 95833	I63.89

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	D/09/B	Medi-cal
05/11/2018	Transfer from Other	Elective	03/07/2020	6524 66TH AVENUE SACRAMENTO, CA 95823	M24.541		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/A	Kaiser Senior
02/14/2020	Transfer from a Hospital	Urgent	02/15/2020	9150 CALDERA WAY SACRAMENTO, CA 95826	C17.0		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/A	PDPM MANAGED CARE
08/15/2022	Transfer from a Hospital	Urgent	09/10/2022	812 Marigold Street West Sacramento, CA 95691	Z47.81		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/A	PDPM MANAGED CARE
11/02/2021	Transfer from a Hospital	Urgent	11/03/2021	6262 Stagecoach Drive Sacramento, CA 95842	I21.4		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/A	PDPM MANAGED CARE
08/30/2021	Transfer from a Hospital	Urgent	09/13/2021	9521 Swanbrook Court Elk Grove, CA 95758	M1A.9XX1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/02/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

02/01/2018      Transfer from a Hospital      Urgent      02/15/2018      6437 VILLAGE CENTER DRIVE BLDG 5 APT 107 SACRAMENTO, CA 95823      M16.11

**B/12/A      Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/25/2018      Transfer from a Hospital      Urgent      08/06/2018      8951 IVANPAH COURT ELK GROVE, CA 95624      J18.9

**B/08/B      Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/14/2018      Transfer from a Hospital      Urgent      07/26/2018      940 W EL CAMINO SACRAMENTO, CA 95833      N39.0

**C/04/A      Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/09/2021      Transfer from a Hospital      Urgent      09/11/2021      7704 DARLA WAY SACRAMENTO, CA 95828      S72.145D

**B/13/A      PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/04/2022      Transfer from a Hospital      Urgent      06/11/2022      707 SUNRISE BLVD ROSEVILLE, CA 95661      S81.801D

**B/16/B      Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/10/2022      Transfer from a Hospital      Urgent      04/15/2022      5104 Sky Parkway Sacramento, CA 95823      M48.02



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/04/2019	Transfer from a Hospital	Urgent	08/18/2019	2586 MILL CREEK DRIVE #57 SACRAMENTO, CA 95833	S72.141D	<b>B/13/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/03/2020	Transfer from a Hospital	Urgent	05/05/2020	6241 45TH STREET SACRAMENTO, CA 95824	S72.002D	<b>B/16/B Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/05/2019	Transfer from a Hospital	Urgent	10/20/2019	723 STEEP ROCK COURT GALT, CA 95632	S72.141D	<b>B/16/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/17/2019	Transfer from a Hospital	Urgent	05/30/2019	6298 OAKRIDGE WAY SACRAMENTO, CA 95831	J18.9	<b>B/12/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/24/2021	Transfer from a Hospital	Urgent	11/15/2021	7352 Milford Street Sacramento, CA 95822	S82.851D	<b>B/13/A PR</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/04/B PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

11/07/2022	Transfer from a Hospital	Urgent	11/23/2022	8476 West Stockton Boulevard Elk Grove, CA 95758	A41.9	
					<b>B/13/B</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/28/2018	Transfer from a Hospital	Urgent	12/29/2018	500 6TH ST APT 35 WEST SACRAMENTO, CA 95605	I63.9	
					<b>B/09/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/29/2018	Transfer from a Hospital	Urgent	07/15/2018	9325 EAST STOCKTON BOULEVARD #127 ELK GROVE, CA 95624	R65.20	
					<b>B/18/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/24/2022	Transfer from a Hospital	Urgent		8582 Hermitage Way Sacramento, CA 95823	S72.012D	
					<b>B/17/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/16/2018	Transfer from a Hospital	Urgent	10/24/2018	8747 SHASTA LILY DR ELK GROVE, CA 95624	R65.20	
					<b>B/11/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/02/2019	Transfer from a Hospital	Urgent	05/16/2019	6339 LAGUNA MIRAGE LN ELK GROVE, CA 95758	M80.021S	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/30/2020	Transfer from a Hospital	Urgent	06/13/2020	7301 BILBY RD ELK GROVE, CA 95757	M17.0	<b>B/16/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/12/2019	Transfer from a Hospital	Urgent	11/12/2019	80 OPUS CIRCLE SACRAMENTO, CA 95834	I61.4	<b>B/04/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/09/2016	Transfer from a Hospital	Urgent	04/05/2018	9150 ROTHSA Y WAY SACRAMENTO, CA 95829	E11.22	<b>D/07/B Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/26/2019	Transfer from a Hospital	Urgent	09/21/2019	9676 RIVER THREAD CT ELK GROVE, CA 95624	S06.2X9D	<b>B/11/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/05/2018	Transfer from a Hospital	Urgent	07/21/2018	4551 EL CERRETO WAY SACRAMENTO, CA 95820	S32.402D	<b>C/18/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/14/B Medicare Part A</b>

### Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/22/2022	Transfer from a Hospital	Urgent	04/08/2022	3101 POINT PLEASANT ROAD ELK GROVE, CA 95757	150.23	<b>B/10/B Medicare Part A</b>
03/11/2022	Transfer from a Hospital	Urgent	03/21/2022	8174 POWER INN RD APT #103 SACRAMENTO, CA 95828	150.33	<b>D/15/A Other Hospice</b>
04/07/2021	Transfer from a Hospital	Urgent	05/17/2021	6625 POMEGRANATE AVE SACRAMENTO, CA 95823	N39.0	<b>B/07/A Kaiser Senior</b>
05/23/2019	Transfer from a Hospital	Urgent	06/03/2019	7720 RENTON WAY SACRAMENTO, CA 95828	125.10	<b>B/17/B PDPM MANAGED CARE</b>
11/02/2021	Transfer from a Hospital	Urgent	11/16/2021	49 Starlit Circle Sacramento, CA 95831	582.044D	<b>B/11/A PR</b>
11/08/2021	Transfer from a Hospital	Urgent	11/28/2021	3335 11th Street Sacramento, CA 95818	N39.0	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/05/2020	Transfer from a Hospital	Urgent	07/15/2020	15005 ANILLO WAY RANCHO MURIETA, CA 95683	G03.9	<b>B/14/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/06/2018	Transfer from a Hospital	Elective	11/09/2018	1408 CLAREMONT DRIVE DAVIS, CA 95616	C10.9	<b>B/05/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/11/2020	Transfer from a Hospital	Urgent	10/28/2020	7040 WATERVIEW WAY SACRAMENTO, CA 95831	N30.90	<b>B/10/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/20/2022	Transfer from a Hospital	Urgent	12/07/2022	9007 Harvest Hill Way Elk Grove, CA 95624	Z47.1	<b>B/15/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/11/2018	Transfer from a Hospital	Urgent		200 FAGUNDES COURT #348 HAYWARD, CA 94544	G30.8	<b>A/19/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/13/B Kaiser Traditional</b>

**Resident Information Query**

Sort By Resident Name

03/09/2018    Transfer from a Hospital    Urgent    03/22/2018    8321 HARDESTER DR SACRAMENTO, CA 95828    T84.031D

**B/11/A**

**HealthNet**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/23/2019    Transfer from a Hospital    Urgent    02/07/2019    6615 RIVERSIDE BLVD SACRAMENTO, CA 95831    E87.1

**B/14/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/10/2018    Transfer from a Hospital    Urgent    06/22/2018    697 CLIPPER WAY SACRAMENTO, CA 95831    N39.0

**B/04/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/05/2020    Transfer from a Hospital    Urgent    03/13/2020    7400 SOMERTON WAY SACRAMENTO, CA 95828    I61.4

**B/16/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/16/2018    Transfer from a Hospital    Urgent    07/24/2018    5 MORNING SUN COURT SACRAMENTO, CA 95831    I95.9

**B/16/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/28/2019    Transfer from a Hospital    Urgent    08/09/2019    5144 CABOT CIRCLE SACRAMENTO, CA 95820    L89.224

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/13/2018	Transfer from a Hospital	Urgent	11/09/2018	9950 AMULET PL SACRAMENTO, CA 95829	I63.412	<b>B/01/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/26/2022	Transfer from a Hospital	Urgent		9212 PORTO BELLA WAY ELK GROVE, CA 95624	Z48.815	<b>B/19/A Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/19/2022	Transfer from a Hospital	Urgent		9398 Fassett Way Elk Grove, CA 95758	N39.0	<b>B/15/A PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/28/2022	Transfer from a Hospital	Urgent		398 RIVERGATE WAY SACRAMENTO, CA 95831	D62	<b>C/10/B Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/25/2021	Transfer from a Hospital	Urgent	04/30/2021	6350 Riverside Boulevard #347 Sacramento, CA 95831	I63.9	<b>B/11/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/10/B Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

03/10/2021	Transfer from a Hospital	Urgent	03/13/2021	551 WINDWARD WAY APT #129 SACRAMENTO, CA 95831	C79.31
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**B/14/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/23/2022	Transfer from a Hospital	Urgent	08/05/2022	601 Jasmine Avenue West Sacramento, CA 95605	G20
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**B/08/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/10/2021	Transfer from a Hospital	Urgent	11/22/2021	218 GLEN DRIVE SAUSALITO, CA 94965	S72.141D
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**B/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/30/2020	Transfer from a Hospital	Urgent	10/12/2020	2114 OAKMONT way West Sacramento, CA 95691	N39.0
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**C/07/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/10/2019	Transfer from a Hospital	Urgent		7301 BILBY ROAD #153 ELK GROVE, CA 95757	C54.1
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**B/11/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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04/18/2019	Transfer from a Hospital	Urgent	05/01/2019	6850 CHEVY CHASE WAY SACRAMENTO, CA 95823	I25.10
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**Resident Information Query**

Sort By Resident Name

<b>B/10/A</b>						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/24/2022	Transfer from a Hospital	Urgent	10/01/2022	5939 Pleasant Valley Road EL DORADO, CA 95623	E87.1	

<b>B/11/B</b>						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/02/2020	Transfer from a Hospital	Urgent	04/10/2020	1 JOY RIVER CT SACRAMENTO, CA 95831	C61	

<b>B/03/A</b>						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/09/2022	Transfer from a Hospital	Urgent	12/01/2022	75 Las Positas Circle Sacramento, CA 95831	E87.6	

<b>B/08/B</b>						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/29/2021	Transfer from a Hospital	Urgent	11/12/2021	6239 BANDFORD DR SACRAMENTO, CA 95823	S93.402D	

<b>B/06/B</b>						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/21/2019	Transfer from a Hospital	Urgent	02/03/2019	8476 SHELDON RD APT 259 ELK GROVE, CA 95624	I10	

<b>B/05/A</b>						<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/22/2018	Transfer from a Hospital	Urgent	03/08/2018	1350 42ND AVE SACRAMENTO, CA 95822	M79.604	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/B	PR
07/06/2022	Transfer from a Hospital	Urgent	07/20/2022	9329 Garnet Court Elk Grove, CA 95624	N17.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/B	Medicare Part A
07/29/2018	Transfer from a Hospital	Urgent	08/10/2018	3098 24TH ST SACRAMENTO, CA 95818	J96.10		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/A	Medicare Part A
06/02/2019	Transfer from a Hospital	Urgent	06/18/2019	2344 24TH AVENUE SACRDAMENTO , CA 95822	M48.46XS		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/A	Medicare Part A
11/24/2022	Transfer from a Hospital	Urgent	12/09/2022	3341 40th Street Sacramento, CA 95817	S82.852D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/08/A	Kaiser Traditional
05/31/2022	Transfer from a Hospital	Urgent	06/24/2022	5200 Luttig Way Elk Grove, CA 95757	E11.10		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/B	Kaiser Senior
02/13/2019	Transfer from a Hospital	Urgent	03/02/2019	6265 FENNWOOD CT SACRAMENTO, CA 95831	N39.0		

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/20/2022	Transfer from a Hospital	Urgent	03/17/2022	6409 Capital Circle Sacramento, CA 95828	I63.512

**A/08/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/29/2019	Transfer from a Hospital	Urgent	11/06/2019	1752 REED AVENUE WEST SACRAMENTO, CA 95608	I50.33

**B/16/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/03/2018	Transfer from a Hospital	Urgent	07/08/2018	7541 MUIRFIELD WAY SACRAMENTO, CA 95822	N10

**B/12/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/08/2022	Transfer from a Hospital	Urgent	08/27/2022	4557 PASO CENTRO LANE SACRMANETO, CA 95834	S42.201D

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/31/2022	Transfer from a SNF	Urgent	04/15/2022	1040 Hawk Avenue Sacramento, CA 95833	S72.142D

**B/07/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/04/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

09/16/2019    Transfer from a Hospital    Urgent    09/28/2019    1517 ENDREX XOURT SACRAMENTO, CA 95822    K56.699

**B/01/A**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/07/2019    Transfer from a Hospital    Urgent    05/18/2019    7201 SUNSWEET LANE SACRAMENTO, CA 95828    I21.4

**B/10/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/03/2020    Transfer from a Hospital    Urgent    02/17/2020    7548 GREENHAVEN DR SACRAMENTO, CA 95831    S06.360D

**B/12/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/04/2019    Transfer from a Hospital    Urgent    04/10/2019    1049 HAVERHILL STREET WEST SACRAMENTO, CA 95691    I69.354

**B/01/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/17/2018    Transfer from a Hospital    Urgent    10/01/2018    8206 SERENADE LANE SACRAMENTO, CA 95828    S82.852D

**B/19/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

**Resident Information Query**

Sort By Resident Name

12/27/2017    Transfer from a Hospital    Urgent    01/08/2018    2929 GRANITE PARK LN ELK GROVE, CA 95758    K66.1

**B/11/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/14/2021	Transfer from a Hospital	Urgent	06/07/2021	1620 BELINDA WAY SACRAMENTO, CA 95822	I50.43

**B/17/B**

**HealthNet**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/07/2019	Transfer from a Hospital	Urgent	08/16/2019	7557 21ST STREET SACRAMENTO, CA	S30.1XXD

**B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/26/2018	Transfer from a Hospital	Urgent	08/13/2018	1600 PENNSYLVANIA AVE WEST SACRAMENTO, CA 95691	R53.1

**B/01/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/14/2018	Transfer from a Hospital	Urgent	04/26/2018	4061 SEADRIFT WAY SACRAMENTO, CA 95823	S32.502D

**B/05/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/18/2017	Transfer from a Hospital	Urgent	01/09/2018	1801 65TH AVENUE SACRAMENTO, CA 95822	S72.001D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/04/2020	Transfer from a Hospital	Urgent	01/17/2020	9334 SILVERSTONE LANE ELK GROVE, CA 95624	M86.171	<b>B/19/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/02/2020	Transfer from a Hospital	Urgent	10/09/2020	4130 TENAJA WAY RANCHO CORDOVA, CA 95742	Z47.1	<b>B/15/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/19/2022	Transfer from a Hospital	Urgent	02/09/2022	8065 MAYBELLINE WAY SACRAMENTO, CA 95823	S72.002D	<b>B/14/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/03/2019	Transfer from a Hospital	Urgent	12/17/2022	7404 CANDLEWOOD WAY SACRAMENTO, CA 95822	Z51.5	<b>C/06/A Kaiser Hospice</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/11/2021	Transfer from a Hospital	Urgent		2368 N.MANOR DRIVE SACRAMENTO, CA 95822	M86.172	<b>C/06/B Medi-cal</b>

						<b>B/16/B Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/01/2021	Transfer from a Hospital	Urgent	09/14/2021	5118 Whistlers Bend Way El Dorado Hills, CA 95762	G20

**B/10/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/21/2018	Transfer from a Hospital	Urgent	05/30/2018	29 QUAY COURT SACRAMENTO, CA 95831	J96.00

**A/18/A PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/28/2014	Transfer from a Hospital	Urgent	03/12/2021	2632 4TH AVENUE SACRAMENTO, CA 95818	J44.1

**B/14/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/11/2021	Transfer from a Hospital	Urgent	03/26/2021	245 DELTA OAKS WAY SACRAMENTO, CA 95831	Z47.1

**C/09/A Kaiser Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2020	Transfer from Hospital Distinct Unit	Elective	02/24/2020	2902 HORN BRAM COURT STOCKTON, CA 95212	N39.0

**B/01/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/27/2019	Transfer from a Hospital	Urgent	03/14/2019	9677 DARTWELL WAY SACRAMENTO, CA 95829	S72.142S

**Resident Information Query**

Sort By Resident Name

<b>[REDACTED]</b>						<b>B/03/B</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/13/2022	Transfer from a Hospital	Urgent	04/02/2022	7268 Munson Way Sacramento, CA 95823	J96.20		

<b>[REDACTED]</b>						<b>B/16/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/04/2018	Transfer from a Hospital	Urgent	07/18/2018	4160 67TH STREET SACRAMENTO, CA 95820	S92.901D		

<b>[REDACTED]</b>						<b>B/13/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
01/25/2022	Transfer from a Hospital	Urgent	02/08/2022	4936 El Rancho Court Rocklin, CA 95677	S82.852D		

<b>[REDACTED]</b>						<b>B/14/B</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/16/2018	Transfer from a Hospital	Urgent	11/19/2018	PO BOX 1966 LODI, CA 95241	I60.9		

<b>[REDACTED]</b>						<b>B/01/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/23/2018	Transfer from a Hospital	Urgent	01/05/2019	5422 HALAS COURT ELK GROVE, CA 95757	R41.82		

<b>[REDACTED]</b>						<b>B/04/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
09/01/2018	Transfer from a Hospital	Urgent	09/14/2018	5981 SILVER SHADOW CR SACRAMENTO, CA 95823	S82.002D		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	D/05/B	Medi-cal
07/22/2013	Transfer from a Hospital	Urgent		529 POPLAR AVENUE WEST SACRAMENTO, CA 95691	E11.319		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Medicare Part A
07/20/2020	Transfer from a Hospital	Urgent	08/03/2020	7548 GREENHAVEN DR. #122 SACRAMENTO, CA 95831	169.354		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/12/B	Medi-cal
04/07/2021	Transfer from Other	Urgent		6901 RIO TEJO WAY SACRAMENTO, CA 95757	R62.7		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/A	Kaiser Traditional
03/27/2020	Transfer from a Hospital	Urgent	04/20/2020	9379 LOS TORRES DR ELK GROVE, CA 95624	E11.10		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	PR
04/29/2019	Transfer from a Hospital	Urgent	05/30/2019	7716 SLEEPY RIVER WAY SACRAMENTO, CA 95831	Z47.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/A	Medicare Part A

**Resident Information Query**

Sort By Resident Name

09/29/2020    Transfer from a Hospital    Urgent    09/30/2020    38368 SOUTH RIVER ROAD CLARKSBURG, CA 95612    Z48.815

**B/19/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/14/2022	Transfer from a Hospital	Urgent	12/23/2022	51980 Clarksburg Road Clarksburg, CA 95612	N18.30

**B/05/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/14/2020	Transfer from a Hospital	Urgent	04/05/2020	1608 LA SIERRA DRIVE SACRAMENTO, CA 95864	N17.9

**B/06/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/27/2018	Transfer from a Hospital	Urgent	05/11/2018	8118 GANDY DANCER WAY SACRAMENTO, CA 95823	S32.501D

**A/01/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/31/2013	Transfer from a Hospital	Urgent		455 FLORIN RD SACRAMENTO, CA 95831	N40.0

**B/14/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/13/2022	Transfer from a Hospital	Urgent	08/29/2022	10120 Brenna Way Elk Grove, CA 95757	Z47.1

**B/13/A**

**PR**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/26/2022	Transfer from a Hospital	Urgent	04/07/2022	1178 Oak Knoll Court Folsom, CA 95630	I69.30

**[REDACTED]** **[REDACTED]** **B/13/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/14/2018	Transfer from a Hospital	Urgent	01/28/2018	10755 SHELDON WOODS WAY ELK GROVE, CA 95624	S72.002D

**[REDACTED]** **[REDACTED]** **C/10/A** **PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/12/2020	Transfer from a Hospital	Urgent	02/18/2020	7839 DEER MEADOW DRIVE SACRAMENTO, CA 95823	C61

**[REDACTED]** **[REDACTED]** **B/18/A** **PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/07/2018	Transfer from a Hospital	Urgent	12/22/2018	5101 YVONNE WAY SACRAMENTO, CA 95823	M17.10

**[REDACTED]** **[REDACTED]** **B/11/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/25/2022	Transfer from a Hospital	Urgent	03/13/2022	4208 C Street Sacramento, CA 95819	N39.0

**[REDACTED]** **[REDACTED]** **B/17/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/05/2022	Transfer from a Hospital	Urgent	04/23/2022	8665 Florin Road Sacramento, CA 95828	S72.012D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/B	Kaiser Senior
12/26/2018	Transfer from a Hospital	Urgent	01/09/2019	2401 TUSCANO COURT RANCHO CORDOVA, CA 95670	S12.100D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/B	Medicare Part A
04/12/2022	Transfer from a Hospital	Urgent	05/08/2022	8515 Elk Grove Florin Road Apt. 132 Elk Grove, CA 95624	L03.115		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/B	Medicare Part A
08/05/2019	Transfer from a Hospital	Urgent	08/27/2019	308 TARKINGTON COURT ROSEVILLE, CA 95747	Z47.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/B	Kaiser Senior
12/26/2017	Transfer from a Hospital	Urgent	01/10/2018	4110 WARREN AVE SACRAMENTO, CA 95822	N17.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/A	PDPM MANAGED CARE
07/14/2022	Transfer from a Hospital	Urgent	07/31/2022	6701 FREEHAVEN DR SACRAMENTO, CA 95831	I50.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

07/13/2018    Transfer from a Hospital    Urgent    08/02/2018    921 EL DORADO WAY SACRAMENTO, CA 95819    I63.9

**B/18/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/19/2019    Transfer from a Hospital    Urgent    02/02/2019    6737 21ST STREET SACRAMENTO, CA 95822    S32.9XXD

**B/06/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/26/2019    Transfer from a Hospital    Information Not Available    01/04/2020    49 SHERI RIDGE WAY RANCHO CORDOVA, CA 95670    I50.32

**B/16/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/21/2020    Transfer from a Hospital    Urgent    03/12/2020    12477 RISING ROAD WILTON, CA 95693    Z47.81

**C/06/A**

**Other Hospice**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/29/2018    Transfer from a Hospital    Urgent    08/16/2018    7512 MUIRFIELD WAY SACRAMENTO, CA 95822    T84.091D

**B/11/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/15/2021    Transfer from a Hospital    Urgent    03/27/2021    1309 58TH STREET SACRAMENTO, CA 95819    I21.4

**Resident Information Query**

Sort By Resident Name

						<b>B/19/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/29/2021	Transfer from a Hospital	Urgent	07/31/2021	2849 Mergansers Court West Sacramento, CA 95691	M54.5		
						<b>B/07/B</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/14/2018	Transfer from a Hospital	Urgent	04/01/2018	1670 ANOKA AVENUE SACRAMENTO, CA 95823	S90.822D		
						<b>B/03/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
09/11/2018	Transfer from a Hospital	Urgent	09/28/2018	9782 FALL VALLEY WAY SACRAMENTO, CA 95629	S82.102D		
						<b>B/09/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
08/30/2018	Transfer from a Hospital	Urgent	09/13/2018	760 GRIFFEY WAY GALT, CA 95632	M43.24		
						<b>B/01/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/07/2019	Transfer from a Hospital	Urgent	08/03/2019	5951 BELLEVIEW AVENUE SACRAMENTO, CA 95824	I63.9		
						<b>C/10/A</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

## Resident Information Query

Sort By Resident Name

06/27/2016    Transfer from a Hospital    Urgent    05/01/2019    2710 DANUBE AVE DAVIS, CA 95616

**B/14/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/30/2022	Transfer from a Hospital	Urgent	11/12/2022	3810 Bilbao Court Cameron Park, CA 95682	S72.0010

**B/11/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/28/2018	Transfer from a Hospital	Urgent	11/08/2018	5856 13TH STREET SACRAMENTO, CA 95822	A04.72

**B/07/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/24/2019	Transfer from a Hospital	Urgent	08/04/2019	890 VILLAGE RUN DRIVE #500 GALT, CA 95632	150.812

**B/15/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/07/2018	Transfer from a Hospital	Urgent	02/20/2018	8134 MAYHEW RD #102 SACRAMENTO, CA 95828	K56.609

**B/15/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/05/2019	Transfer from a Hospital	Urgent	08/16/2019	6245 RIO LINDA BLVD. RIO LINDA, CA 95673	G31.83

**B/18/B**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/13/2021	Transfer from a Hospital	Urgent	10/01/2021	9474 DARTRY CT ELK GROVE, CA 95758	I63.9	
						<b>B/05/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/04/2018	Transfer from a Hospital	Urgent	07/19/2018	PO BOX 660321 SACRAMENTO, CA 95866	A41.9	
						<b>B/12/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/08/2018	Transfer from a Hospital	Urgent	05/18/2018	445 FOOTHILL BLVD. IONE, CA 95640	R65.10	
						<b>B/08/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/28/2018	Transfer from a Hospital	Urgent	06/13/2018	3546 6TH AVE SACRAMENTO, CA 95817	D63.8	
						<b>B/13/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/24/2019	Transfer from a Hospital	Urgent	09/03/2019	8764 ESPERIA WAY SACRAMENTO, CA 95828	I25.10	
						<b>B/19/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/04/2022	Transfer from a Hospital	Urgent	04/14/2022	968 Lake Canyon Avenue Galt, CA 95632	A41.9	
						<b>A/03/A Medi-cal</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/11/2022	Transfer from a SNF	Elective		8817 LA RIVIERA DR #59 SACRAMENTO, CA 95826	E11.69
					<b>B/12/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/07/2020	Transfer from a Hospital	Urgent	01/18/2020	10173 BRENNA WAY ELK GROVE, CA 95757	J96.00
					<b>B/07/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/04/2018	Transfer from a Hospital	Urgent	02/17/2018	8551 CALAIS CR SACRAMENTO, CA 95828	R42
					<b>C/18/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/25/2018	Transfer from a Hospital	Urgent	05/07/2018	6111 DOUBLOON CT ELK GROVE, CA 95758	J98.01
					<b>B/03/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/08/2022	Transfer from a Hospital	Urgent	12/06/2022	771 El Encino Way Sacramento, CA 95864	M54.42
					<b>A/12/B</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/25/2021	Transfer from Other	Elective	09/22/2021	4804 Chicago Avenue Fair Oaks, CA 95628	G35

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/01/2021	Transfer from Other	Elective	04/25/2021	3860 MINESHAFT LANE SHINGLE SPRINGS, CA 95682	247.89	<b>B/17/A</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/29/2017	Transfer from a Hospital	Urgent	12/28/2022	6909 RUSKUT WAY SACRAMENTO, CA 95823	396.01	<b>D/08/A</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/10/2017	Transfer from a Hospital	Urgent	01/04/2018	4873 11TH AVENUE SACRAMENTO, CA 95820	572.001D	<b>D/08/A</b> <b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/17/2019	Transfer from a Hospital	Urgent	04/30/2019	19 FEN COURT SACRAMENTO, CA 95823	247.1	<b>B/14/B</b> <b>Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/26/2022	Transfer from a Hospital	Urgent	07/06/22	5737 Laguna Park Drive Elk Grove, CA 95758	150.33	<b>B/14/A</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/18/A</b> <b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

04/25/2019    Transfer from a Hospital    Urgent    05/03/2019    2305 MILLS RANCH WAY RANCHO CORDOVA, CA 95670    K65.2

**A/17/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/02/2017	Transfer from a Hospital	Urgent	01/19/2020	2940 FRIGATE BIRD SACRAMENTO, CA 95834	I63.9

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/05/2022	Transfer from a Hospital	Urgent	05/18/2022	1324 Keeney Way Sacramento, CA 95864	I63.511

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/10/2021	Transfer from a Hospital	Urgent	06/14/2021	13034 Alta Mesa Road Herald, CA 95638	J96.11

**B/19/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/23/2018	Transfer from a Hospital	Urgent	05/08/2018	800 SACRAMENTO AVENUE WEST SACRAMENTO, CA 95605	I71.2

**B/16/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/13/2020	Transfer from a Hospital	Urgent	06/26/2020	2179 MEADOW GLEN AVENUE SACRAMENTO, CA 95832	S32.010D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/04/2021	Transfer from a Hospital	Urgent	08/24/2021	1280 CORNELL WAY SACRAMENTO, CA 95831	J96.01	<b>B/07/A Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/02/2020	Transfer from a Hospital	Urgent	02/13/2020	4971 LIPPIT LANE SACRAMENTO, CA 95820	E87.1	<b>B/10/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/25/2018	Transfer from a Hospital	Urgent	08/10/2018	11831 MONROE STREET UNIT 108 CERRITOS, CA 90703	S72.002D	<b>B/06/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/16/2021	Transfer from a Hospital	Urgent	08/29/2021	213 Creekside Way Galt, CA 95632	S72.101D	<b>B/16/B Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/03/2020	Transfer from a Hospital	Urgent	01/14/2020	8665 FLORIN RD APT 1 SACRAMENTO, CA 95828	I82.402	<b>B/03/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/12/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

11/06/2019    Transfer from a Hospital    Urgent    11/19/2019    5841 63RD STREET SACRAMENTO, CA 95824    150.33

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/23/2021	Transfer from a Hospital	Urgent	08/05/2021	3224 Turnbuckle Circle Elk Grove, CA 95758	I27.0

**C/17/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/17/2017	Transfer from a Hospital	Urgent	01/15/2018	1200 ALDER TREE WAY APT 164 SACRAMENTO, CA 95831	L89.154

**B/03/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/07/2022	Transfer from a Hospital	Urgent	11/01/2022	5050 SCARBOROUGH WAY SACRAMENTO, CA 95823	T84.51XA

**B/15/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/28/2019	Transfer from a Hospital	Urgent	06/07/2019	7863 LA RIVIERA DRIVE APT#264 SACRAMENTO, CA 95826	

**B/04/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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## Resident Information Query

Sort By Resident Name

07/27/2018    Transfer from a Hospital    Urgent    08/09/2018    1249 CAVANAUGH WAY SACRAMENTO, CA 95822    396.00

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/10/2022	Transfer from a Hospital	Urgent	11/22/2022	8510 Stoneflower Way Elk Grove, CA 95624	S72.142D

**B/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/20/2018	Transfer from a Hospital	Urgent	05/31/2018	6674 FORDHAM WAY SACRAMENTO, CA 95831	S72.002D

**B/02/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/20/2022	Transfer from a Hospital	Urgent	10/09/2022	91 Creeks Edge Way Sacramento, CA 95823	L89.154

**C/13/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/11/2019	Transfer from a Hospital	Urgent	01/24/2019	999 LAS PALMAS AVE SACRAMENTO, CA 95815	M25.352

**B/03/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/07/2018	Transfer from a Hospital	Urgent	05/28/2018	7472 CAMPHOR LN SACRAMENTO, CA 95828	S82.201D

**Resident Information Query**

Sort By Resident Name

						<b>D/04/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
07/03/2019	Transfer from a Hospital	Urgent	10/17/2019	1617 P ST APT 2 SACRAMENTO, CA 95814	I63.9		
						<b>B/16/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
05/07/2022	Transfer from a Hospital	Urgent	05/28/2022	3225 FREEPORT BLVD #423 SACRAMENTO, CA 95818	S52.601D		
						<b>B/01/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
10/20/2019	Transfer from a Hospital	Urgent	11/03/2019	2201 MINDEN WAY SACRAMENTO, CA 95835	Z47.89		
						<b>B/17/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
05/12/2022	Transfer from a Hospital	Urgent	06/04/2022	601 5th Avenue Sacramento, CA 95818	I21.4		
						<b>B/19/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
11/25/2018	Transfer from a Hospital	Urgent	12/14/2018	2530 ATLAS AVENUE SACRAMENTO, CA 95820	K92.2		
						<b>B/08/A</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		

**Resident Information Query**

Sort By Resident Name

11/16/2021	Transfer from a Hospital	Urgent	01/10/2022	617 El Toro Way Davis, CA 95618	161.9	
						<b>B/19/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/15/2018	Transfer from a Hospital	Urgent	12/14/2018	2530 ATLAS AVE SACRAMENTO, CA 95820	I96	
						<b>B/04/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/08/2019	Transfer from a Hospital	Urgent	04/18/2019	PO BOX 594 WILTON, CA 95693	N39.0	
						<b>B/15/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/29/2022	Transfer from a Hospital	Urgent	08/08/2022	850 Del Verde Circle Sacramento, CA 95833	N17.9	
						<b>D/06/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/26/2018	Transfer from a Hospital	Urgent	01/24/2019	8501 BRUCEVILLE ROAD ELK GROVE, CA 95758	I25.10	
						<b>B/16/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/17/2021	Transfer from a Hospital	Urgent	03/29/2021	966 BRIARCREST WAY Sacramento, CA 95831	A49.1	
						<b>B/12/A Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/13/2018	Transfer from a Hospital	Urgent	01/26/2018	7524 TAMOSHANTER WAY SACRAMENTO, CA 95822	S22.42XD	
						<b>B/18/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/13/2021	Transfer from a Hospital	Urgent	03/30/2021	7746 25TH STREET SACRAMENTO, CA 95832	I63.40	
						<b>B/13/A Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/04/2018	Transfer from a Hospital	Urgent	04/14/2018	9485 EMERALD COVE LANE ELK GROVE, CA 95758	M84.350D	
						<b>B/06/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/07/2020	Transfer from a Hospital	Urgent	01/21/2020	43 MILLBROOK CIRCLE SACRAMENTO, CA 95828	M80.041D	
						<b>B/10/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/19/2018	Transfer from a Hospital	Urgent	02/01/2018	9957 ALTA MESA RD WILTON, CA 95693	S06.5X0D	
						<b>B/05/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/11/2018	Transfer from a Hospital	Urgent	01/25/2018	9301 QUINTANNA CT ELK GROVE, CA 95758	S82.201D	

**Resident Information Query**

Sort By Resident Name

				<b>B/12/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/30/2021	Transfer from a Hospital	Urgent	05/16/2021	99 FOSTONES AVE SACRAMENTO, CA 95828	U07.1	

				<b>A/06/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/09/2022	Transfer from a Hospital	Elective		10291 McCracken Drive Rancho Cordova, CA 95670	N18.6	

				<b>B/14/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/30/2022	Transfer from a Hospital	Urgent	09/18/2022	5201 McKellar Avenue Sacramento, CA 95824	N18.6	

				<b>B/07/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/14/2018	Transfer from a Hospital	Urgent	04/27/2018	9630 HALLIWAY ELK GROVE, CA 95624	Z96.641	

				<b>B/14/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/31/2020	Transfer from a Hospital	Urgent	10/30/2020	6504 75TH ST SACRAMENTO, CA 95828	Z48.811	

				<b>A/02/B</b>		<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

01/21/2020    Transfer from a Hospital    Urgent    03/01/2020    9450 W STOCKTON BLVD ELK GROVE, CA 95758    M84.463D

**B/19/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/17/2021    Transfer from a Hospital    Urgent    04/02/2021    9235 ELMGROVE CT Sacramento, CA 95826    B96.89

**C/03/B**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/01/2022    Transfer from a SNF    Elective       5959 66th Avenue Sacramento, CA 95823    E11.10

**B/17/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/29/2022    Transfer from a Hospital    Urgent    11/03/2022    1844 Oak Rim Way Sacramento, CA 95833    E21.0

**B/07/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/21/2019    Transfer from a Hospital    Urgent    03/25/2019    3425 CABRITO DRIVE EL DORADO HILLS, CA 95762    I69.354

**B/15/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/26/2021    Transfer from a Hospital    Urgent    04/12/2021    8905 CAMINO PLACE CT ELK GROVE, CA 95758    S82.852D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/B	Kaiser Senior
09/10/2018	Transfer from a Hospital	Urgent	10/02/2018	21833 SHEVELAND RD MIDDLETOWN, CA 95461	K26.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/B	PDPM MANAGED CARE
03/04/2021	Transfer from a Hospital	Urgent	03/16/2021	1731 60TH STREET SACRAMENTO, CA 95822	Z47.81		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/09/A	Kaiser Senior
09/01/2019	Transfer from a Hospital	Urgent	09/05/2019	8630 SPRING AZURE WAY ELK GROVE, CA 95624	G32.81		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/15/B	PDPM MANAGED CARE
08/24/2022	Transfer from a Hospital	Urgent	09/10/2022	1072 Rio Cidade Way Sacramento, CA 95831	I63.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/17/B	Other Hospice
03/06/2019	Transfer from a Hospital	Urgent	06/09/2019	702 FAIRGROUNDS DRIVE # 622 SACRAMENTO, CA 95817	Z51.5		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

02/22/2019    Transfer from a Hospital    Urgent    03/08/2019    10305 HITE CR  
ELK GROVE, CA  
95757    M48.02

**B/09/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/13/2019    Transfer from a Hospital    Urgent    08/13/2019    6221 CENTERMALL WAY  
SACRAMENTO, CA 95823    S22.43XS

**B/14/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/28/2018    Transfer from a Hospital    Urgent    03/23/2018    7520 SKELTON WAY  
SACRAMENTO, CA 95822    M25.551

**B/14/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/14/2021    Transfer from a Hospital    Urgent    09/20/2021    52 Ishi Circle SACRAMENTO  
Sacramento, CA 95833    N39.0

**D/01/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/07/2015    Transfer from Other    Elective    01/25/2018    2759 5th AVE SACRAMENTO,  
CA 95818    G20

**B/15/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/23/2019    Transfer from a Hospital    Urgent    08/03/2019    5 BLUE HERON CT  
SACRAMENTO, CA 95833    M43.22

**C/02/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

06/06/2013    Transfer from a Hospital    Urgent    11/11/2018    7161 CELIA AVE SACRAMENTO, CA 95828    N18.1

**A/13/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/29/2019    Transfer from a Hospital    Urgent    01/29/2020    7161 CELIA AVENUE SACRAMENTO, CA 95403    S22.030D

**B/08/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/09/2019    Transfer from a Hospital    Urgent    06/28/2019    7847 RUSH RIVER DRIVE APT 34 SACRAMENTO, CA 95831    J18.0

**C/01/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/30/2016    Transfer from a Hospital    Urgent    10/15/2018    600 I ST. APT. # 707 SACRAMENTO, CA 95814    E78.5

**B/11/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/07/2020    Transfer from a Hospital    Urgent    02/22/2020    4315 FRANKLIN BLVD SACRAMENTO, CA 95820    S22.43XD

**B/19/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/24/2022    Transfer from a Hospital    Urgent    02/23/2022    3173 Via Grande Sacramento, CA 95825    S42.301D

**C/06/A**

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/19/2021	Transfer from a Hospital	Urgent	10/23/2021	961 43rd Avenue Sacramento, CA 95831	S82.91XD	
						<b>A/12/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/08/2021	Transfer from a Hospital	Urgent		6280 NORTH POINT WAY SACRAMENTO, CA 95831	Z51.5	
						<b>B/13/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/15/2022	Transfer from a Hospital	Urgent	02/26/2022	9251 BROWN RD ELK GROVE, CA 95624	S72.001D	
						<b>B/01/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/16/2019	Transfer from a Hospital	Urgent	09/06/2019	1643 E WOODBRIDGE RD WOODBRIDGE, CA 95258	S42.202D	
						<b>B/09/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/22/2019	Transfer from a Hospital	Urgent	01/10/2020	2509 BUCKMINSTER DRIVE ELK GROVE, CA 95758	J16.8	
						<b>B/13/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	

**Resident Information Query**

Sort By Resident Name

06/21/2019	Transfer from a Hospital	Urgent	06/27/2019	6883 TRUDY WAY SACRAMENTO, CA 95831	M54.16	<b>B/13/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
12/14/2021	Transfer from a Hospital	Urgent	12/29/2021	828 PROW COURT SACRAMENTO, CA 95822	A41.9	<b>B/02/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
03/06/2020	Transfer from a Hospital	Urgent	03/21/2020	6886 GLORIA DR SACRAMENTO, CA 95831	S72.21XD	<b>B/03/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
04/02/2018	Transfer from a Hospital	Urgent	04/16/2018	7528 SUN WEST LANE SACRAMENTO, CA 95828	M10.062	<b>D/12/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
06/22/2018	Transfer from a Hospital	Elective	08/06/2018	619 REGENCY CIRCLE SACRAMENTO, CA 95864	I50.33	<b>B/12/A</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>		
02/14/2019	Transfer from a Hospital	Urgent	02/27/2019	8108 LAGUNA BROOK WAY ELK GROVE, CA 95758	S22.43XD	<b>D/06/A</b>	<b>Other Hospice</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/07/2020	Transfer from a Hospital	Urgent	02/24/2021	4616 HAZEL WOOD AVENUE SACRAMENTO, CA 95821	Z51.5

[REDACTED] [REDACTED] **B/03/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/19/2018	Transfer from a Hospital	Urgent	04/01/2018	960 BRIARCREST WAY SACRAMENTO, CA 95831	S72.142D

[REDACTED] [REDACTED] **B/11/A** **Kaiser Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/22/2021	Transfer from Other	Urgent	07/27/2021	5740 RAYBEL AVENUE Sacramento, CA 95841	Z51.5

[REDACTED] [REDACTED] **B/17/B** **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/26/2021	Transfer from a Hospital	Urgent	04/13/2021	990 ASTRO CT SACRAMENTO, CA 95831	S72.145D

[REDACTED] [REDACTED] **B/11/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/28/2020	Transfer from a Hospital	Urgent	09/17/2020	4717 BLOSSOM RANCH DRIVE ELK GROVE, CA 95757	I63.9

[REDACTED] [REDACTED] **B/19/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/16/2018	Transfer from a Hospital	Urgent	03/09/2018	6524 PRENTISS DR SACRAMENTO, CA 95823	N17.9

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/01/B	Kaiser Senior
12/04/2018	Transfer from a Hospital	Urgent	12/07/2018	195 LEAFWOOD WAY FOLSOM, CA 95630	R57.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/B	PDPM MANAGED CARE
06/06/2021	Transfer from a Hospital	Urgent	06/29/2021	1700 WAKEFIELD WAY Sacramento, CA 95822	I42.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/A	Kaiser Senior
02/26/2018	Transfer from a Hospital	Urgent	03/12/2018	341 BELLO RIO WAY SACRAMENTO, CA 95831	S22.089D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Medicare Part A
07/08/2021	Transfer from a Hospital	Urgent	07/14/2021	46 Yuba River Circle Sacramento, CA 95831	I35.0		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/A	PDPM MANAGED CARE
06/11/2021	Transfer from Other	Urgent	06/22/2021	308 13th Street West Sacramento, CA 95691	S72.141D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/A	Kaiser Senior



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/13/2021	Transfer from a Hospital	Urgent	09/26/2021	7609 WAYANS WAY Elk Grove, CA 95757	S72.002D	
						<b>B/08/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/24/2019	Transfer from a Hospital	Urgent	12/01/2019	5820 79TH STREET SACRAMENTO, CA 95824	N39.0	
						<b>D/06/B Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/24/2016	Transfer from a Hospital	Urgent	06/10/2018	2830 NORCREST CT SAN JOSE, CA 95148	R65.10	
						<b>B/14/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/25/2018	Transfer from a Hospital	Urgent	07/12/2018	8289 BEDFORD COVE WAY SACRAMENTO, CA 95828	R00.0	
						<b>B/17/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/21/2019	Transfer from a Hospital	Urgent	03/09/2019	9609 GLACIER CREEK WAY ELK GROVE, CA 95624	I50.21	
						<b>B/05/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/13/2020	Transfer from a Hospital	Urgent	02/23/2020	9950 BRUCEVILLE ROAD ELK GROVE, CA 10271	Z47.1	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	D/12/A	PR
06/04/2017	Transfer from a Hospital	Urgent	04/24/2018	5124 53RD AVENUE SACRAMENTO, CA 95823	E83.52		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/15/A	PDPM MANAGED CARE
08/09/2022	Transfer from a Hospital	Urgent	08/15/2022	8101 Rogue Court Sacramento, CA 95828	M86.171		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/A	PDPM MANAGED CARE
05/06/2021	Transfer from a Hospital	Urgent	05/21/2021	689 VALENTINE COURT GALT, CA 95630	S72.001D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/06/B	Kaiser Senior
11/28/2019	Transfer from a Hospital	Urgent	12/13/2019	3901 LAKE ROAD #71 WEST SACRAMENTO, CA 95691	S06.5X0D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/A	PDPM MANAGED CARE
03/31/2022	Transfer from a Hospital	Urgent	04/19/2022	10022 Meadowdale Way Elk Grove, CA 95624	A41.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/11/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

08/11/2021	Transfer from a Hospital	Urgent	08/20/2021	19 Calle Susana Elk Grove, CA 95624	D61.818	
						<b>B/19/B Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/19/2021	Transfer from Other	Urgent	02/23/2021	539 WOODSIDE OAKS # 4 Sacramento, CA 95825	D46.9	
						<b>B/14/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/08/2018	Transfer from a Hospital	Urgent	07/11/2018	2001 ROSE ARBOR DRIVE APT 115 SACRAMENTO, CA 95835	I50.9	
						<b>B/19/B BS OF CALIFORNIA</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/05/2021	Transfer from a Hospital	Urgent	07/18/2021	9539 HOLLOW CREEK WAY ELK GROVE, CA 95624	M48.061	
						<b>B/18/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/04/2018	Transfer from a Hospital	Urgent	10/16/2018	7738 QUINBY WAY SACRAMENTO, CA 95823	I47.1	
						<b>B/12/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/09/2021	Transfer from a Hospital	Urgent	04/22/2021	8601 HUME CT ELK GROVE, CA 95624	S72.144D	
						<b>A/08/B Medi-cal</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/25/2020	Transfer from a Hospital	Urgent	07/24/2020	7549 HENRIETTA DR SACRAMENTO, CA 95822	A41.51	
						<b>B/09/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/17/2021	Transfer from a Hospital	Urgent	07/03/2021	1177 Cavanaugh Way Sacramento, CA 95822	S76.111D	
						<b>B/05/A Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/09/2018	Transfer from a Hospital	Urgent	09/04/2018	601 BRANNAN ISLAND RD ISLETON, CA 95641	R41.82	
						<b>B/02/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/16/2018	Transfer from a SNF	Urgent	04/17/2018	8476 SHELDON ROAD # 104 ELK GROVE, CA 95624	I63.9	
						<b>B/18/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/03/2019	Transfer from a Hospital	Urgent	06/25/2019	609 BLUE WATER WAY SACRAMENTO, CA 95831	I69.30	
						<b>B/04/A Kaiser Traditional</b>

**Resident Information Query**

Sort By Resident Name

02/01/2018    Transfer from a Hospital    Urgent    02/11/2018    1180 CORPORATE WAY #344 SACRAMENTO, CA 95831    M16.11

**B/07/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/22/2020	Transfer from a Hospital	Urgent	03/11/2020	7290 RUSH RIVER DRIVE SACRAMENTO, CA 95831	I63.9

**B/18/B    HealthNet**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/13/2019	Transfer from a Hospital	Urgent	04/17/2019	7320 WILLOW LAKE WAY SACRAMENTO, CA 95831	S72.001S

**B/08/B    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/23/2018	Transfer from a Hospital	Urgent	05/13/2018	7736 QUINBY WAY SACRAMENTO, CA 95823	S72.002D

**B/12/B    PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/28/2018	Transfer from a Hospital	Urgent	09/09/2018	7279 SOUTH LAND PARK DRIVE SACRAMENTO, CA 95831	B96.89

**B/16/A    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/02/2019	Transfer from a Hospital	Urgent	06/13/2019	504 ATKINS COURT BENICIA, CA 94510	J18.9



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	PDPM MANAGED CARE
09/09/2020	Transfer from a Hospital	Urgent	09/20/2020	2410 BRIDLE PATH LN SACRAMENTO, CA 95864	Z47.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/05/B	Medicare Part A
08/24/2018	Transfer from a Hospital	Urgent	09/11/2018	4906 ORTEGA STREET SACRAMENTO, CA 95820	M16.12		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/A	PDPM MANAGED CARE
08/17/2022	Transfer from a Hospital	Urgent	08/26/2022	1707 PRINCETON ROAD WEST SACRAMENTO, CA 95691	Z47.1		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/B	Kaiser Senior
02/23/2019	Transfer from a Hospital	Urgent	03/13/2019	4800 62ND STREET SACRAMENTO, CA 95820	S72.002S		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/B	Kaiser Senior
02/02/2018	Transfer from a Hospital	Urgent	02/14/2018	645 WILLARD RD UNIT 153 FOLSOM, CA 95630	K56.699		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	PDPM MANAGED CARE



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/19/2018	Transfer from a Hospital	Urgent	05/29/2018	5400 MONTEREY WAY SACRAMENTO, CA 95822	344.9	<b>B/04/B Kaiser Senior</b>
09/16/2022	Transfer from a Hospital	Urgent	09/23/2022	91 Greenway Circle Sacramento, CA 95831	131.9	<b>B/18/B PDPM MANAGED CARE</b>
12/24/2017	Transfer from a Hospital	Urgent	01/08/2018	8904 CARMEL PLAZA WAY ELK GROVE, CA 95758	572.143D	<b>B/01/B Kaiser Senior</b>
09/18/2022	Transfer from a Hospital	Urgent	10/04/2022	8517 Spring Azure Way Elk Grove, CA 95624	Z47.1	<b>B/13/A Medicare Part A</b>
11/05/2021	Transfer from a Hospital	Urgent	11/19/2021	15195 CELEBRAR ST. RANCHO MURIETA, CA 95683	J96.11	<b>B/03/A PDPM MANAGED CARE</b>
						<b>A/10/B Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

07/23/2010	Transfer from a Hospital	Urgent	07/05/2018	7261 GLORIA DR SACRAMENTO, CA 95831	G30.9		
						<b>C/13/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
12/02/2018	Transfer from a Hospital	Urgent	12/15/2018	573 SHAW RIVER WAY SACRAMENTO, CA 95823	R65.10		
						<b>B/11/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
06/24/2019	Transfer from a Hospital	Urgent	06/30/2019	1140 25TH AVENUE SACRAMENTO, CA 95822	J96.10		
						<b>B/05/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
08/24/2019	Transfer from a Hospital	Urgent	08/30/2019	6643 HARMON DRIVE SACRAMENTO, CA 95831	Z47.1		
						<b>C/18/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
09/18/2018	Transfer from a Hospital	Urgent		8891 COBBLE CREST DR SACRAMENTO, CA 95829	F02.81		
						<b>B/12/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis		
05/03/2022	Transfer from a Hospital	Urgent	06/10/2022	2378 Cashaw Way Sacramento, CA 95834	M86.171		
						<b>A/02/A</b>	<b>Other Hospice</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/28/2018	Transfer from Other	Elective	01/02/2020	7270RUSH RIVER DRIVE SACRAMENTO, CA 95831	G30.8
					<b>B/07/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/15/2018	Transfer from a Hospital	Urgent	01/23/2018	2142 UNIVERSITY AVE PALO ALTO, CA 94303	I22.9
					<b>B/07/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/26/2018	Transfer from a Hospital	Urgent	06/12/2018	14 ARRARAT COURT SACRAMENTO, CA 95831	S72.002D
					<b>B/10/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/21/2019	Transfer from a Hospital	Urgent	05/31/2019	9989 ATRIO CIRCLE ELK GROVE, CA 95757	I50.23
					<b>B/04/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/23/2022	Transfer from a Hospital	Urgent	04/03/2022	8939 Rosetta Circle Sacramento, CA 95826	R55
					<b>B/02/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

02/02/2018    Transfer from a Hospital    Urgent    02/09/2018    3225 FREEPORT BOULEVARD APT 415 SACRAMENTO, CA 95818    K44.9

**B/14/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/06/2020	Transfer from a Hospital	Urgent	11/11/2020	500 K. ST RIO LINDA, CA 95673	J69.0

**C/06/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/05/2019	Transfer from a Hospital	Urgent	01/17/2020	8021 VERNA MAE AVENUE SACRAMENTO, CA 95828	Z47.89

**B/15/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/14/2018	Transfer from a Hospital	Urgent	02/07/2018	5813 ISAAC WAY ELK GROVE, CA 95757	A41.9

**B/02/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/27/2019	Transfer from a Hospital	Urgent	11/07/2019	11905 BLAKE RD WILTON, CA 95693	T82.7XXD

**C/06/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/02/2018	Transfer from a Hospital	Urgent	12/28/2018	6007 GLORIA DRIVE APT 18 SACRAMENTO, CA 95822	M80.052D

**B/17/B**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/06/2021	Transfer from a Hospital	Urgent	01/27/2021	7465 GREENHAVEN DR SACRAMENTO, CA 95831	J84.9
					<b>B/03/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/05/2021	Transfer from a Hospital	Urgent	05/11/2021	3901 LAKE ROAD #125 WEST SACRAMENTO, CA 95691	M54.5
					<b>D/04/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/11/2020	Transfer from a Hospital	Urgent	04/09/2020	40 HIDDEN LAKE CIRCLE SACRAMENTO, CA 95831	N17.9
					<b>D/02/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/14/2020	Transfer from a Hospital	Urgent	04/27/2021	4275 EL CENTRO ROAD APT #1514 SACRAMENTO, CA 95834	I63.40
					<b>C/17/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/26/2018	Transfer from a Hospital	Urgent	05/04/2020	8758 RUBIA DRIVE ELK GROVE, CA 95624	F03.90
					<b>B/01/B</b>
					<b>BS OF CALIFORNIA</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

01/06/2019    Transfer from a Hospital    Urgent    01/28/2019    736 SKYLAKE WAY SACRAMENTO, CA 95831    150.9

**B/13/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/01/2022    Transfer from a Hospital    Urgent    07/19/2022    6823 HICKORY AVE ORANGEVALE, CA 95662    S22.080D

**B/01/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/29/2018    Transfer from a Hospital    Urgent    07/18/2018    3329 HAITI RD WEST SACRAMENTO, CA 95691    J18.1

**B/08/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/15/2018    Transfer from a Hospital    Urgent    08/25/2018    4941 61ST STREET SACRAMENTO, CA 95820    I50.9

**B/18/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/24/2018    Transfer from a Hospital    Urgent    01/28/2019    9287 HASELMERE COURT SACRAMENTO, CA 95829    N17.9

**B/16/A**

**PR**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/16/2018    Transfer from a Hospital    Urgent    12/06/2018    9564 SABRINA LANE #248 ELK GROVE, CA 95758    I63.9

**C/17/B**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/15/2018	Transfer from a Hospital	Urgent	05/01/2018	1825 WAKEFIELD WAY SACRAMENTO, CA 95822	K92.2
					<b>D/10/B</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/15/2020	Transfer from a Hospital	Urgent		7050 TOKAY AVENUE SACRAMENTO, CA 95828	I11.9
					<b>B/09/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/30/2019	Transfer from a Hospital	Urgent	10/11/2019	2142 62ND AVENUE SACRAMENTO, CA 95822	J44.9
					<b>B/11/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/18/2019	Transfer from a Hospital	Urgent	05/31/2019	5533 RIGHTWOOD WAY SACRAMENTO, CA 95823	S70.11XS
					<b>B/19/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/30/2021	Transfer from a Hospital	Urgent	01/14/2022	1605 GRASS VALLEY HI WAY SPACE #77 AUBURN, CA 95603	M54.59
					<b>B/15/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/14/2021	Transfer from a Hospital	Urgent	09/24/2021	3349 El Valle Way Antelope, CA 95843	G20	
						<b>A/10/B Kaiser Hospice</b>
07/02/2021	Transfer from a Hospital	Urgent	08/12/2022	4377 69TH ST SACRAMENTO, CA 95820	Z51.5	
						<b>B/16/A Medicare Part A</b>
06/08/2022	Transfer from a SNF	Urgent	08/06/2022	1520 Alfred Way Yuba City, CA 95993	I61.8	
						<b>B/19/A Other Insurance</b>
03/02/2020	Transfer from a Hospital	Urgent	03/13/2020	9804 ORINO CT ELK GROVE, CA 95757	M84.461D	
						<b>B/16/B Medi-cal</b>
07/08/2022	Transfer from a Hospital	Urgent	08/12/2022	1356 Bancroft Avenue Yuba City, CA 95993	I60.9	
						<b>B/04/B Kaiser Senior</b>
11/14/2019	Transfer from a Hospital	Urgent	12/23/2019	9527 OAKLEY WAY ELK GROVE, CA 95624	L03.115	
						<b>B/01/A Commercial Like Medicare</b>

## Resident Information Query

Sort By Resident Name

08/31/2018    Transfer from a Hospital    Urgent    09/16/2018    2656 FERNANDEZ DRIVE SACRAMENTO, CA 95822    #80.0510

**B/09/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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07/21/2018	Transfer from a Hospital	Urgent	08/03/2018	2315 10TH AVENUE CURTIS PARK APT. 326 SACRAMENTO, CA 95818	K56.691
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**B/13/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/07/2022	Transfer from a Hospital	Urgent	10/19/2022	1100 17th Street Sacramento, CA 95811	150.30
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**B/15/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/22/2018	Transfer from a Hospital	Urgent	11/09/2018	4040 WARREN AVENUE SACRAMENTO, CA 95822	J18.9
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**B/09/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/09/2019	Transfer from a Hospital	Urgent	02/26/2019	9080 SIPPOLA RANCH ROAD GRANITE BAY, CA 95746	J18.9
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**B/07/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/24/2018	Transfer from a Hospital	Urgent	03/10/2018	724 YOUNG COURT GALT, CA 95632	M84.459D
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**Resident Information Query**

Sort By Resident Name

					<b>B/02/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/02/2019	Transfer from a Hospital	Urgent	03/30/2019	4121 GARDEN ROAD EL SOBRANTE, CA 94803	S72.21XS	
					<b>B/11/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/29/2020	Transfer from a Hospital	Urgent	02/13/2020	2318 CORK CR SACRAMENTO, CA 95822	S72.141D	
					<b>B/09/A</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/23/2021	Transfer from a Hospital	Urgent	04/12/2021	5901 19TH AVE Sacramento, CA 95820	S72.22XD	
					<b>B/13/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/14/2018	Transfer from a Hospital	Urgent	06/21/2018	6333 SUTTER AVENUE CARMICHAEL, CA 95608	M54.5	
					<b>B/01/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/09/2018	Transfer from a Hospital	Urgent	12/31/2018	2901 66TH AVE SACRAMENTO, CA 95822	I46.9	
					<b>B/16/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/26/2022	Transfer from a Hospital	Urgent	07/08/2022	51379 Central Avenue Clarksburg, CA 95612	M47.12	
					<b>B/14/A</b>	<b>PR</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/05/2020	Transfer from a Hospital	Urgent	02/18/2020	9143 WILLOWBERRY WAY ELK GROVE, CA 95758	S42.201D
					<b>B/08/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/13/2018	Transfer from a Hospital	Urgent	01/26/2018	7020 WINDCHIME WAY ROSEVILLE, CA 95747	R55
					<b>B/12/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/24/2019	Transfer from a Hospital	Urgent	05/12/2019	27 MILLBROOK CIRCLE SACRAMENTO, CA 95828	Z47.1
					<b>C/18/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/17/2017	Transfer from a Hospital	Urgent	01/01/2018	181 SUTLEY CIR SACRAMENTO, CA 95835	S32.9XXD
					<b>B/06/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/05/2019	Transfer from a Hospital	Urgent	09/18/2019	721 BENTEEN WAY GALT, CA 95632	I87.313
					<b>B/12/A</b>
					<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

01/09/2020    Transfer from a Hospital    Urgent    01/20/2020    1605 VERMONT AVENUE WEST SACRAMENTO, CA 95691    A41.9

**B/02/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/07/2022	Transfer from a Hospital	Urgent	09/13/2022	6425 VILLAGE CENTER DRIVE #102 SACRAMENTO, CA 95823	N17.9

**B/11/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/10/2019	Transfer from a Hospital	Urgent	08/25/2019	7645 FERRELL WAY ELK GROVE, CA 95757	Z48.812

**B/05/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/07/2019	Transfer from a Hospital	Urgent	10/22/2019	2321 RIVER PLAZA DRIVE APT 25 SACRAMENTO, CA 95833	I50.33

**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/17/2018	Transfer from a Hospital	Urgent	04/01/2018	552 LA QUINTA CT GALT, CA 95632	K92.2

**B/08/B**

**PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/13/2019	Transfer from a Hospital	Urgent	06/04/2019	153 COOPER AVE SACRAMENTO, CA 95823	I96

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/19/B Kaiser Senior</b>
11/05/2018	Transfer from a Hospital	Urgent	11/17/2018	7372 BRANBURY WAY SACRAMENTO, CA 95828	572.009D	
						<b>B/07/A Kaiser Senior</b>
10/25/2018	Transfer from a Hospital	Urgent	11/06/2018	2117 9TH AVE SACRAMENTO, CA 95818	185.1	
						<b>B/19/B Kaiser Senior</b>
09/16/2019	Transfer from a Hospital	Urgent	09/19/2019	9052 PASO ROBLES WAY ELK GROVE, CA 95758	B96.5	
						<b>B/16/A PDPM MANAGED CARE</b>
12/31/2021	Transfer from a Hospital	Urgent	01/12/2022	2401 Avocet Way Elk Grove, CA 95757	J18.9	
						<b>B/13/A Kaiser Senior</b>
12/17/2018	Transfer from a Hospital	Urgent	01/01/2019	P O BOX 660264 SACRAMENTO, CA 96866	R53.1	
						<b>B/13/A PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

05/04/2021	Transfer from a Hospital	Urgent	05/12/2021	6780 RIVERSIDE BLVD SACRAMENTO, CA 95831	148.91	
						<b>B/18/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/04/2020	Transfer from a Hospital	Urgent	01/14/2020	6937 CHEVY CHASE WAY SACRAMENTO, CA 95823	J44.1	
						<b>A/02/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/14/2016	Transfer from a Hospital	Urgent	11/13/2018	2011 OREGON DRIVE SACRAMENTO, CA 95822	R13.12	
						<b>B/05/B Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/18/2018	Transfer from a Hospital	Urgent	06/21/2018	7346 10TH STREET RIO LINDA, CA 95673	I63.9	
						<b>B/13/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/26/2022	Transfer from a Hospital	Urgent	12/09/2022	6603 Lennox Way Elk Grove, CA 95758	E87.1	
						<b>B/19/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/13/2021	Transfer from a Hospital	Urgent	09/25/2021	3911 Tallyho Drive Sacramento, CA 95826	S82.852D	
						<b>B/11/B Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/07/2018	Transfer from a Hospital	Urgent	09/21/2018	2862 TERESA DRIVE WEST SACRAMENTO, CA 95691	S72.001D	
						<b>D/10/B Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/17/2013	Transfer from Other	Urgent	03/19/2020	PO BOX 221752 SACRAMENTO, CA 95822	M24.541	
						<b>B/19/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/17/2019	Transfer from a Hospital	Urgent	11/24/2019	8768 KILKENNY CT ELK GROVE, CA 95624	N39.0	
						<b>B/19/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/09/2019	Transfer from a Hospital	Urgent	12/14/2019	2000 FLORIN ROAD SACRAMENTO, CA 95822	J96.22	
						<b>B/01/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/10/2018	Transfer from a Hospital	Urgent	04/28/2018	30 WEST WING CT ELK GROVE, CA 95758	R53.1	
						<b>B/18/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/30/2019	Transfer from a Hospital	Urgent	09/13/2019	6325 39TH AVE SACRAMENTO, CA 95824	Z47.89	

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/30/2018	Transfer from a Hospital	Urgent	05/28/2018	11033 AUTUMNWIND LN RANCHO CORDOVA, CA 95670	N30.00	<b>B/11/A Medicare Part A</b>
06/25/2021	Transfer from a Hospital	Urgent	07/26/2021	5760 Nina Way #1 Sacramento, CA 95824	L89.154	<b>B/17/A Medicare Part A</b>
03/09/2022	Transfer from a Hospital	Urgent	03/23/2022	3333 Garden Highway Sacramento, CA 95834	S22.039D	<b>B/13/B PDPM MANAGED CARE</b>
12/03/2018	Transfer from a Hospital	Urgent	12/19/2018	5409 HELEN WAY SACRAMENTO, CA 95822	S82.852D	<b>B/09/A Commercial Like Medicare</b>
01/22/2022	Transfer from a Hospital	Urgent	02/26/2022	9210 Big Horn Boulevard APT 148 Elk Grove, CA 95758	S72.002D	<b>B/16/A Medicare Part A</b>
						<b>B/16/A PDPM MANAGED CARE</b>



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/14/2018	Transfer from a Hospital	Urgent	06/14/2018	3225 FREEPORT BLVD APT 512 SACRAMENTO, CA 95818	I21.4	
						<b>B/15/A Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/15/2018	Transfer from a Hospital	Urgent	05/27/2018	40 PARK CITY COURT #2108 SACRAMENTO, CA 95831	C34.90	
						<b>B/19/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/24/2022	Transfer from a Hospital	Urgent	08/14/2022	2748 HONEYSUCKLE WAY SACRAMENTO, CA 95826	J81.0	
						<b>B/18/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/28/2021	Transfer from a Hospital	Urgent	03/12/2021	6566 CREST DRIVE NEWCASTLE, CA 95658	B96.20	
						<b>B/01/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/19/2019	Transfer from a Hospital	Urgent	07/03/2019	4532 FOREST PARKWAY SACRAMENTO, CA 95823	S22.060S	
						<b>B/06/B Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

02/05/2020    Transfer from a Hospital    Urgent    02/24/2020    3225 FREEPORT BLVD #615 SACRAMENTO, CA 95818    #80.0210

**B/13/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/01/2022    Transfer from a Hospital    Urgent    08/12/2022    1592 LOCKHART GULCH ROAD SCOTTS VALLEY, CA 95066    572.002D

**B/08/B**

**PR**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/27/2018    Transfer from a Hospital    Urgent    03/16/2018    5872 13TH STREET SACRAMENTO, CA 95822    N17.9

**B/01/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/20/2018    Transfer from a Hospital    Urgent    03/04/2018    4308 42ND AVE SACRAMENTO, CA 95824    J18.9

**B/12/A**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/05/2022    Transfer from a Hospital    Urgent       2401 VILLA SERENA CIRCLE ROCKLIN, CA 95765    L03.90

**B/10/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

10/25/2021    Transfer from a Hospital    Urgent    11/08/2021    4931 Priscilla Lane Sacramento, CA 95820    572.1420

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/23/2019	Transfer from a Hospital	Urgent	03/11/2019	605 PRINGLE AVENUE SPACE #35 GALT, CA 95632	N39.0	<b>C/13/B Kaiser Senior</b>
09/22/2019	Transfer from a Hospital	Urgent	10/04/2019	6658 19TH AVENUE SACRAMENTO, CA 95820	M84.363D	<b>B/06/B Kaiser Senior</b>
06/23/2019	Transfer from a Hospital	Urgent	07/17/2019	13955 W WALNUT GROVE ROAD SPACE 23 WALNUT GROVE, CA 95690	M86.9	<b>B/02/A Kaiser Senior</b>
08/12/2018	Transfer from a Hospital	Urgent	08/31/2018	3465 STARSTONE WAY SACRAMENTO, CA 95823	E11.10	<b>B/08/A Kaiser Senior</b>
02/14/2018	Transfer from a Hospital	Urgent	03/11/2018	4360 POW WAY SACRAMENTO, CA 95820	S06.5X0D	<b>B/04/A Commercial Like Medicare</b>
						<b>A/03/B Other Hospice</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/05/2018	Transfer from a Hospital	Urgent	05/13/2018	18122 W DESSERT BLOSSOM DRIVE GOODYEAR, AR 85338	Z51.5
					<b>B/19/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2022	Transfer from a Hospital	Urgent	07/13/2022	3318 BROOKSIDE RD UNIT 101 Stockton, CA 95219	I26.99
					<b>C/03/B</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/03/2015	Transfer from a Hospital	Urgent	05/05/2022	7500 SUN WILLOW LANE SACRAMENTO, CA 95823	Z51.5
					<b>D/04/B</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/12/2021	Transfer from a Hospital	Urgent	06/27/2022	5990 ENGLISH COLONY WAY PENRYN, CA 95663	G30.1
					<b>B/11/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2019	Transfer from a Hospital	Urgent	02/09/2019	5990 ENGLISH COLONY WAY PENRYN, CA 95663	I63.9
					<b>B/18/B</b>
					<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

10/06/2019    Transfer from a Hospital    Urgent    10/12/2019    6500 CHESTERBROOK DRIVE ELK GROVE, CA 95758    163.9

**B/07/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/07/2019	Transfer from a Hospital	Urgent	08/18/2019	8164 POWER INN ROAD APT #103 SACRAMENTO, CA 95828	D86.0

**B/13/A    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/26/2020	Transfer from a Hospital	Urgent	09/05/2020	973 SEAMAS AVE Sacramento, CA 95822	S72.21XD

**B/02/A    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/11/2019	Transfer from a Hospital	Urgent	05/24/2019	1075 FULTON AVE SACRAMENTO, CA 95825	S41.112S

**B/18/A    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/25/2019	Transfer from a Hospital	Urgent	03/15/2019	9887 Sheffield Way Elk Grove, CA 95757	S32.592S

**A/01/A    Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/24/2019	Transfer from a Hospital	Urgent	12/17/2019	5640 61ST STREET SACRAMENTO, CA 95824	C67.3



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/04/A	Commercial Like Medicare
12/24/2018	Transfer from a Hospital	Urgent	01/15/2019	7712 WHISPERING PALM DRIVE SACRAMENTO, CA 95823	S32.512D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/B	Medicare Part A
09/02/2019	Transfer from a Hospital	Urgent	09/18/2019	4131 WESTPORTER DRIVE SACRAMENTO, CA 95826	T81.44XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/06/B	Kaiser GMC
01/04/2021	Transfer from a Hospital	Urgent	02/27/2021	2580 BUTANO DRIVE SACRAMENTO, CA 95821	S42.202D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/A	Medicare Part A
06/27/2020	Transfer from a Hospital	Urgent	07/14/2020	9286 CROSSCOURT WAY ELK GROVE, CA 95624	S72.21XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/08/A	Medicare Part A
10/28/2021	Transfer from a Hospital	Urgent	11/09/2021	4461 65th Street Sacramento, CA 95820	S72.002D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/19/A	Other Hospice

## Resident Information Query

Sort By Resident Name

01/21/2016	Transfer from a Hospital	Urgent	12/10/2020	LAKWOOD VILLA 8708 GERBER RD. SACRAMENTO, CA 95828	U07.1
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B/14/B

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/26/2019	Transfer from a Hospital	Urgent	04/10/2019	2728 ELVYRA WAY #69 SACRAMENTO, CA 95821	S72.91XS
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B/04/B

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/01/2019	Transfer from a Hospital	Elective	05/10/2019	14701 CARLOS CIRCLE RANCHO MURIETA, CA 95683	Z98.890
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B/02/A

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/29/2019	Transfer from a Hospital	Urgent	06/04/2019	91 NEDRA CT #2 SACRAMENTO, CA 95822	C20
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B/19/A

Kaiser Traditional

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/20/2022	Transfer from a Hospital	Elective	09/25/2022	6180 Riverton Way Sacramento, CA 95831	149.5
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B/01/B

Kaiser Senior

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/09/2018	Transfer from a Hospital	Elective	10/19/2018	4450 EL CENTRO RD. APT. 511 SACRAMENTO, CA 95834	R65.11
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## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/12/A</b>
04/03/2021	Transfer from a Hospital	Urgent	04/06/2021	4450 EL CENTRO ROAD APT 511 SACRAMENTO, CA 95834	S72.001D	<b>PDPM MANAGED CARE</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/11/B</b>
12/15/2018	Transfer from a Hospital	Urgent	12/30/2018	9000 MOONEY RD ELK GROVE, CA 95624	S72.141D	<b>Kaiser Senior</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/01/B</b>
04/27/2020	Transfer from a Hospital	Urgent	05/11/2020	7999 DEER LAKE DR SACRAMENTO, CA 95823	S82.202D	<b>Kaiser Senior</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/19/A</b>
08/04/2019	Transfer from a Hospital	Urgent	08/10/2019	9337 RAINBOW FALLS WAY EL GROVE, CA 95624	I10	<b>Kaiser Senior</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/10/B</b>
09/10/2022	Transfer from a Hospital	Urgent	09/24/2022	4605 Boyce Drive Sacramento, CA 95823	S73.025D	<b>PDPM MANAGED CARE</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>B/13/B</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

09/08/2021	Transfer from a Hospital	Urgent	09/11/2021	9035 WHORTON WAY ELK GROVE, CA 95624	Z48.812	
						<b>D/02/B</b>
						<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/22/2018	Discontinued Emergency Room	Elective		7400 LIDIA CT SACRAMENTO, CA 95828	Z51.5	
						<b>B/11/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/02/2019	Transfer from a Hospital	Urgent	11/21/2019	7676 HOWERTON DRIVE SACRAMENTO, CA 95831	S72.141D	
						<b>B/10/B</b>
						<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/20/2021	Transfer from a Hospital	Urgent	08/18/2021	2960 Loma Verde Way Sacramento, CA 95822	I50.30	
						<b>B/08/A</b>
						<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/04/2019	Transfer from a Hospital	Urgent	12/16/2019	8311 CARLIN AVENUE SACRAMENTO, CA 95823	N39.0	
						<b>D/06/B</b>
						<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
05/12/2019	Transfer from a Hospital	Urgent	08/16/2019	34 ZEPHYR COVE CIRCLE SACRAMENTO, CA 95831	N39.0	
						<b>B/18/B</b>
						<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/03/2021	Transfer from a Hospital	Urgent	08/19/2021	3225 FREEPORT BLVD #211 SACRAMENTO, CA 95818	N39.0
					<b>A/03/B</b>
					<b>Kaiser Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/06/2018	Transfer from a Hospital	Urgent	12/08/2018	7767 LA RIVIERA DR APT 87 SACRAMENTO, CA 95826	I26.99
					<b>B/18/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/23/2022	Transfer from a Hospital	Urgent	08/03/2022	6624 Doreen Way Sacramento, CA 95823	E87.1
					<b>C/03/A</b>
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/26/2014	Transfer from a Hospital	Urgent	10/30/2019	1068 RIO CIDADE WAY SACRAMENTO, CA 95831	Z51.5
					<b>B/05/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/04/2019	Transfer from a Hospital	Urgent	12/07/2019	6811 ANTIGUA WAY SACRAMENTO, CA 95831	K92.89
					<b>B/05/B</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

04/27/2019    Transfer from a Hospital    Urgent    08/04/2021    3901 LAKE ROAD SP 228 WEST SACRAMENTO, CA 95691    F03.90

**B/12/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/06/2018	Transfer from a Hospital	Urgent	02/25/2018	2600 NORTHGLEN STREET SACRAMENTO, CA 95833	I73.9

**B/10/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/13/2021	Transfer from a Hospital	Urgent	06/28/2021	9218 Laguna Springs Way Elk Grove, CA 95758	C79.31

**B/06/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/24/2018	Transfer from a Hospital	Urgent	12/31/2018	6915 ELK GROVE BLVD #215 ELK GROVE, CA 95758	I96

**B/10/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/04/2018	Transfer from a Hospital	Urgent	08/19/2018	627 BERNIER CIRCLE GALT, CA 95632	S72.142D

**B/18/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/28/2019	Transfer from a Hospital	Urgent	10/08/2019	PO BOX 213 RYDE, CA 95680	Z47.1

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/09/2021	Transfer from a Hospital	Urgent	09/22/2021	2040 48th Avenue Sacramento, CA 95822	E03.9	<b>B/04/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/06/2022	Transfer from a Hospital	Urgent	05/19/2022	9121 NAXOS WAY ELK GROVE, CA 95758	M17.12	<b>B/16/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/18/2022	Transfer from a Hospital	Urgent	02/03/2022	3113 Root Avenue Carmichael, CA 95608	S72.141D	<b>B/16/A PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/06/2019	Transfer from a Hospital	Urgent	10/18/2019	5629 HAROLD WAY SACRAMENTO, CA 95822	N18.3	<b>B/19/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/08/2018	Transfer from a Hospital	Urgent	03/27/2018	8476 SHELDON RD APT 122 ELK GROVE, CA 95624	I49.5	<b>C/17/B Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/07/B Kaiser Traditional</b>

**Resident Information Query**

Sort By Resident Name

09/15/2021	Transfer from a Hospital	Urgent	09/26/2021	3647 RIO LOMA WAY SACRAMENTO, CA 95834	K85.90	
						<b>B/13/B Partnership HealthPlan</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/23/2021	Transfer from a Hospital	Urgent	07/15/2021	8311 TARLIN AVE SACRAMENTO, CA 95823	I27.0	
						<b>A/07/B Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/10/2016	Transfer from a Hospital	Urgent	08/12/2022	1237 BURROWS STREET WEST SACRAMENTO, CA 95605	Z51.5	
						<b>B/09/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/27/2019	Transfer from a Hospital	Urgent	02/28/2019	7549 21ST ST SACRAMENTO, CA 95822	I69.10	
						<b>B/19/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/28/2021	Transfer from a Hospital	Elective	10/01/2021	3845 44th Street Sacramento, CA 95820	N17.9	
						<b>B/17/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/11/2020	Transfer from a Hospital	Urgent	07/02/2020	8939 GENERATIONS COURT ELK GROVE, CA 95758	Z47.1	



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/23/2020	Transfer from a Hospital	Urgent	03/07/2020	8476 SHELDON ROAD APT #246 ELK GROVE, CA 95624	N39.0	<b>B/04/A Kaiser Senior</b>
11/06/2020	Transfer from a Hospital	Urgent		8144 FOLLETT COURT SACRAMENTO, CA 95828	S72.002D	<b>D/01/A Medi-cal</b>
09/06/2018	Transfer from a Hospital	Urgent	09/22/2018	3619 BAYPORT PL ELKGROVE, CA 95624	S72.402D	<b>C/18/B Kaiser Senior</b>
01/11/2019	Transfer from a Hospital	Urgent	11/29/2019	6615 RANCHO ADOBE DR SACRAMENTO, CA 95828	R65.10	<b>A/03/A Medi-cal</b>
05/08/2021	Transfer from a Hospital	Urgent	05/08/2021	PO BOX 15117 SACRAMENTO, CA 95851	S52.021D	<b>B/04/A Medicare Part A</b>
						<b>A/15/A Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

08/03/2016    Transfer from a Hospital    Urgent    6421 VILLAGE CENTER DRIVE #101 SACRAMENTO, CA 95823    169.398

**D/19/B**    **PR**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/11/2021	Transfer from a Hospital	Urgent	08/08/2021	3815 Spalding Court West Sacramento, CA 95691	I63.9

**B/11/A**    **Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/07/2019	Transfer from a Hospital	Urgent	10/28/2019	8705 HELIX COURT ELK GROVE, CA 95624	I69.351

**B/14/A**    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/14/2019	Transfer from a Hospital	Urgent	11/15/2019	4000 ALAN SHEPHARD ST 256 SACRAMENTO, CA 95834	Z48.812

**B/15/B**    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/19/2018	Transfer from Other	Urgent	11/30/2018	2810 I STREET SACRAMENTO, CA 95816	S22.20XD

**B/19/A**    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/05/2022	Transfer from a Hospital	Urgent	05/07/2022	7668 SUNDRIFT LN SACRAMENTO, CA 95828	M54.32

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/05/2018	Transfer from a Hospital	Urgent	12/20/2018	PO BOX 238 RAIL ROAD FLAT, CA 95248	S72.001D

**C/17/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/27/2019	Transfer from a Hospital	Urgent	01/31/2019	7610 RINCON VILLA LN SACRAMENTO, CA 95828	I48.91

**B/14/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/10/2019	Transfer from a Hospital	Urgent	09/10/2019	1507 LINDA VISTA LANE SACRAMENTO, CA 95822	Z47.1

**B/08/B**

**BS OF CALIFORNIA**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/27/2021	Transfer from a Hospital	Urgent	03/13/2021	571 PALA WAY SACRAMENTO, CA 95819	S32.10XD

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/04/2019	Transfer from a Hospital	Urgent	10/15/2019	9414 WINDRIFT LN ELK GROVE, CA 95758	M43.22

**B/06/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/12/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

02/05/2020    Transfer from a Hospital    Urgent    02/19/2020    2832 CARDINAL DRIVE LINCOLN, CA 95648    M48.44XD

**A/15/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/12/2022    Transfer from a Hospital    Urgent    5545 Village Wood Drive Sacramento, CA 95823    S32.010D

**B/04/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/28/2019    Transfer from a Hospital    Urgent    06/10/2019    151 PULSAR CIRCLE SACRAMENTO, CA 95822    I50.32

**B/01/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/05/2019    Transfer from a Hospital    Elective    01/08/2019    7233 CARMi STREET SACRAMENTO, CA 95828    I21.4

**B/17/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/26/2021    Transfer from a Hospital    Urgent    07/05/2021    751 CRAIGHTON AVE ELVERTA, CA 95626    K56.600

**B/08/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/16/2019    Transfer from a Hospital    Urgent    01/03/2020    1602 MARING WAY SACRAMENTO, CA 95835    S06.360D

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/18/A	Medicare Part A
06/18/2021	Transfer from a Hospital	Urgent	07/17/2021	7565 El Terraza Drive Sacramento, CA 95828	I67.4		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/09/A	PDPM MANAGED CARE
08/05/2021	Transfer from a Hospital	Urgent	08/20/2021	8914 Wood Lily Way Elk Grove, CA 95757	I63.511		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Kaiser Senior
07/22/2019	Transfer from a Hospital	Urgent	08/04/2019	3097 SUI SUN BAY RD WEST SACRAMENTO, CA 95691	I63.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/A	Kaiser Senior
02/16/2020	Transfer from a Hospital	Urgent	03/03/2020	7487 53RD AVE SACRAMENTO, CA 95828	T84.52XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/05/A	Medi-cal
01/06/2019	Transfer from a Hospital	Urgent	05/31/2019	4024 63RD STREET SACRAMENTO, CA 95820	I50.30		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/10/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

10/22/2018	Transfer from a Hospital	Urgent	10/26/2018	865 BAY HEIGHTS COURT GALT, CA 95632	N39.0
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**B/09/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/04/2019	Transfer from a Hospital	Urgent	03/22/2019	9650 MARDELLE WAY ELK GROVE, CA 95624	S12.100S

**B/18/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/12/2022	Transfer from a Hospital	Urgent	08/17/2022	4961 44th Street Sacramento, CA 95820	Z47.1

**B/10/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/23/2019	Transfer from a Hospital	Urgent	11/12/2019	6501 22ND STREET RIO LINDA, CA 95673	K55.9

**B/01/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/26/2019	Transfer from a Hospital	Elective	02/05/2019	14993 LAGO DR RANCHO MURIETA, CA 95683	162.00

**B/11/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/21/2018	Transfer from a Hospital	Urgent	12/28/2018	3087 SUMATRA WAY WEST SACCRAENTO , CA 95691	M54.12

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/14/2019	Transfer from a Hospital	Urgent	02/14/2019	7451 CHATTERTON WAY SACRAMENTO, CA 95829	160.9	<b>B/12/A Medicare Part A</b>
02/05/2018	Transfer from a Hospital	Urgent	02/17/2018	3941 32ND STREET SACRAMENTO, CA 95820	150.23	<b>B/05/B Kaiser Senior</b>
04/11/2022	Transfer from a Hospital	Urgent	05/02/2022	4850 Da Rosa Drive Sacramento, CA 95822	161.9	<b>B/10/A PDPM MANAGED CARE</b>
08/23/2018	Transfer from a Hospital	Urgent	09/08/2018	2902 MUIR WAY SACRAMENTO, CA 95818	506.5X00	<b>C/08/A Kaiser Senior</b>
02/01/2020	Transfer from a Hospital	Urgent	02/13/2020	24 BONAVENTURE COURT SACRAMENTO, CA 95823	K65.1	<b>B/01/B Kaiser Senior</b>
						<b>B/09/A Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

07/27/2019    Transfer from a Hospital    Urgent    08/09/2019    1354 LEO WAY WOODLAND, CA 95776    Z47.89

**C/02/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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03/18/2019    Transfer from a Hospital    Urgent    03/27/2019    817 PEIDMONT DR SACRAMENTO, CA 95822    I61.4

**B/09/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/17/2019    Transfer from a Hospital    Urgent    06/07/2019    3277 POINT PLEASANT ROAD ELK GROVE, CA 95757    M54.41

**B/14/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/15/2019    Transfer from a Hospital    Urgent    01/09/2020    7769 FLORENCIA LN SACRAMENTO, CA 95829    I21.4

**C/02/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/22/2019    Transfer from a Hospital    Elective    02/11/2020    6640 FRATES WAY SACRAMENTO, CA 95831    A41.01

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/20/2020    Transfer from a Hospital    Urgent    11/06/2020    22 CADILLAC DRIVE APT #123 SACRAMENTO, CA 95825    S22.42XD

**B/01/A**

**Medi-cal**



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/16/2020	Transfer from a Hospital	Urgent	08/09/2020	7350 KRISHNA DR SACRAMENTO, CA 95828	A41.89

**B/15/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/16/2021	Transfer from a Hospital	Urgent	07/31/2021	7201 Alpine Frost Drive Sacramento, CA 95823	M48.00

**B/07/B**

**HealthNet**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/10/2019	Transfer from a Hospital	Urgent	07/24/2019	10355 SPIVA RD SACRAMENTO, CA 95829	Z47.1

**B/18/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/24/2019	Transfer from a Hospital	Urgent	08/31/2019	3227 RENWICK AVENUE 181 ELK GROVE, CA 95758	Z42.8

**B/07/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/30/2018	Transfer from a Hospital	Urgent	05/12/2018	1101 VIRGINIA AVE WEST SACRAMENTO, CA 95691	S42.202D

**B/01/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/20/2019	Transfer from a Hospital	Urgent	04/01/2019	130 LA PAZ STREET VACAVILLE, CA 95687	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/05/B Kaiser Senior</b>
01/10/2020	Transfer from a Hospital	Urgent	01/22/2020	1944 BONAVISTA WAY SACRAMENTO, CA 95832		
						<b>B/18/A Kaiser GMC</b>
05/31/2018	Transfer from a Hospital	Urgent	06/27/2018	8414 VINTAGE PARK DRIVE SACRAMENTO, CA 95828	161.9	
						<b>B/18/B Kaiser Senior</b>
07/24/2019	Transfer from a Hospital	Urgent	08/04/2019	9241 BRUCEVILLE RD 281 ELK GROVE, CA 95758	G20	
						<b>A/02/A Medi-cal</b>
10/19/2021	Transfer from Other	Urgent		4816 Sherlock Way Carmichael, CA 95608	M54.50	
						<b>B/06/B Kaiser Senior</b>
04/18/20	Transfer from a Hospital	Urgent	04/29/2019	2470 KIM AVE SACRAMENTO, CA 95832	150.40	
						<b>B/19/B PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

08/25/2021	Transfer from a Hospital	Urgent	09/13/2021	9141 Daylor Street Elk Grove, CA 95758	B95.61	
						<b>B/11/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/26/2018	Transfer from a Hospital	Urgent	10/10/2018	9505 SWANBROOK CT ELK GROVE, CA 95758	S22.43XD	
						<b>B/13/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/02/2019	Transfer from a Hospital	Urgent	10/12/2019	9462 CENTURY OAKS LN ELK GROVE, CA 95758	Z48.812	
						<b>B/12/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/25/2019	Transfer from a Hospital	Urgent	11/19/2019	8374 SKYWALKER COURT SACRAMENTO, CA 95828	T84.52XD	
						<b>B/08/A Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/21/2016	Transfer from a Hospital	Urgent	08/13/2021	600 I STREET #403 SACRAMENTO, CA 95814	Z51.5	
						<b>B/17/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/04/2021	Transfer from a Hospital	Urgent	08/25/2021	7726 Reenel Way Sacramento, CA 95832	Z47.89	

**Resident Information Query**

Sort By Resident Name

<b>B/09/A Medicare Part A</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/31/2018	Transfer from a Hospital	Urgent	02/17/2018	2413 40TH AVE SACRAMENTO, CA 95822	I63.9

<b>B/10/B PDPM MANAGED CARE</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/26/2022	Transfer from a Hospital	Urgent	04/08/2022	9730 Backer Ranch Road Elk Grove, CA 95757	A41.9

<b>B/06/B Kaiser Senior</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/01/2018	Transfer from a Hospital	Urgent	04/27/2018	8452 AMRITA CT SACRAMENTO, CA 95828	S72.001D

<b>B/05/A Kaiser Senior</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/17/2018	Transfer from a Hospital	Urgent	05/29/2018	5219 LOTUS POND WAY ELK GROVE, CA 95757	C54.1

<b>B/16/B Kaiser Senior</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/14/2020	Transfer from a Hospital	Urgent	07/30/2020	8745 PACIFIC HILLS WAY Sacramento, CA 95828	I63.40

<b>B/16/B Kaiser GMC</b>					
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/28/2019	Transfer from a Hospital	Urgent	12/02/2019	3937 33RD STREET SACRAMENTO, CA 95820	Z47.81

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/15/A Kaiser Senior</b>
01/12/2020	Transfer from a Hospital	Urgent	01/31/2020	2440 GARFIELD AVE #B-30 CARMICHAEL, CA 95608	M80.08XD	
						<b>B/18/A PDPM MANAGED CARE</b>
06/17/2021	Transfer from a Hospital	Urgent	06/30/2021	PO BOX 241 WILTON, CA 95693	I21.4	
						<b>B/01/B Kaiser Traditional</b>
01/19/2020	Transfer from a Hospital	Urgent	01/30/2020	757 SWANSTON DRIVE SACRAMENTO, CA 95818	D50.9	
						<b>B/14/A Kaiser Senior</b>
02/01/2018	Transfer from a Hospital	Urgent	03/02/2018	4655 63RD STREET SACRAMENTO, CA 95820	J18.9	
						<b>B/19/A Medicare Part A</b>
01/09/2021	Transfer from a Hospital	Urgent	01/10/2021	480 REDWOOD AVENUE #B4 SACRAMENTO, CA 95815	K92.89	
						<b>D/06/A Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

04/04/2017    Transfer from a Hospital    Urgent    02/16/2018    8841 SAILFISH BAY CIRCLE SACRAMENTO, CA 95828    J96.01

**B/02/A**

**HealthNet**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/18/2018    Transfer from a Hospital    Urgent    06/04/2018    157 RUSSELL ROAD COURTLAND, CA 95615    S72.8X1D

**B/02/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/30/2022    Transfer from a Hospital    Urgent    04/07/2022    155 Blue Camas Rd Markleeville, CA 96120    S32.501D

**B/16/B**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/11/2019    Transfer from a Hospital    Urgent    05/29/2019    9283 TAMERTON WAY SACRAMENTO, CA 95829    Z47.1

**B/11/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

09/13/2022    Transfer from a Hospital    Urgent    09/29/2022    1074 BRADFORD CIR LODI, CA 95240    D64.9

**B/13/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/15/2019    Transfer from a Hospital    Urgent    08/06/2019    8499 MARVISTA CT ELK GROVE, CA 95624    S72.002D

**C/05/A**

**Kaiser GMC**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/21/2021	Transfer from a Hospital	Urgent		3727 PINELL STREET SACRAMENTO, CA 95838	J96.91

**B/15/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/03/2021	Transfer from a Hospital	Urgent	05/22/2021	7616 DETROIT BLVD SACRAMENTO, CA 95832	S72.141D

**A/11/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/24/2019	Transfer from a Hospital	Urgent		5725 KEVINBERG DR SACRAMENTO, CA 95823	E11.69

**B/11/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/13/2017	Transfer from a Hospital	Urgent	01/26/2018	2285 66TH AVE SACRAMENTO, CA 95822	I50.9

**B/11/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/24/2021	Transfer from a Hospital	Urgent	09/07/2021	8176 Power Inn Road APT. #107 Sacramento, CA 95828	I63.50

**B/05/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
02/24/2020	Transfer from a Hospital	Urgent	03/06/2020	8470 PINE RIVER WAY SACRAMENTO, CA 95823	J15.9

**Resident Information Query**

Sort By Resident Name

				<b>B/17/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/27/2020	Transfer from a Hospital	Urgent	04/11/2020	901 CASSELMAN DR BROADERICK, CA 95605	N18.3	

				<b>D/13/B</b>		<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/10/2010	Transfer from a Hospital	Urgent	05/20/2022	1935 WHITE ST #234 SACRAMENTO, CA 95825	G30.9	

				<b>B/16/A</b>		<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
06/24/2019	Transfer from a Hospital	Urgent	07/07/2019	2913 RENEE CT. WEST SACRAMENTO, CA 95691	T84.52XS	

				<b>B/16/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/26/2020	Transfer from a Hospital	Urgent	10/17/2020	6704 53RD AVENUE SACRAMENTO, CA 95828	Z47.1	

				<b>B/10/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/24/2019	Transfer from a Hospital	Urgent	11/06/2019	7355 HAYWARD DR SACRAMENTO, CA 95828	S82.52XD	

				<b>B/17/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	



**Resident Information Query**

Sort By Resident Name

08/01/2018    Transfer from a Hospital    Urgent    08/04/2018    6710 HOGAN DRIVE SACRAMENTO, CA 95822    N39.0

**A/03/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/21/2018    Transfer from a Hospital    Elective    09/08/2018    455 FLORIN RD SACRAMENTO, CA 95831    L89.150

**B/15/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/26/2018    Transfer from a Hospital    Urgent    12/19/2018    8532 CARLIN AVENUE SACRAMENTO, CA 95823    G46.2

**C/09/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/22/2017    Transfer from a Hospital    Urgent    03/10/2018    11700 WADE LANE SPACE 30 VALLEY SPRINGS, CA 95252    T78.40XD

**B/18/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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11/09/2020    Transfer from a Hospital    Urgent    11/15/2020    9605 RAMSDELL COURT ELK GROVE, CA 95757    N39.0

**B/08/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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01/02/2019    Transfer from a Hospital    Urgent    01/15/2019    8845 BRITTANY PARK DRIVE SACRAMENTO, CA 95828    S72.142D

**C/13/A**

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/30/2021	Transfer from a Hospital	Urgent	03/09/2022	7555 Greenhaven Drive #244 Sacramento, CA 95831	N39.0	
						<b>D/18/A PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/16/2021	Transfer from a Hospital	Urgent	08/05/2021	1816 PASEO PENASCO ROSEVILLE, CA 95747	S32.039D	
						<b>B/15/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/08/2022	Transfer from a Hospital	Urgent	04/20/2022	7531 Henrietta Drive Sacramento, CA 95822	A41.9	
						<b>B/09/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/25/2021	Transfer from a Hospital	Urgent	11/09/2021	14919 Lago Drive Rancho Murietta, CA 95683	S72.141D	
						<b>B/09/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/26/2019	Transfer from a Hospital	Urgent	04/02/2019	2441 52ND AVE SACRAMENTO, CA 95822	M25.461	
						<b>B/19/B Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

02/24/2022	Transfer from Hospital Distinct Unit	Urgent	03/06/2022	2501 32nd Avenue Sacramento, CA 95822	I16.1	
						<b>B/04/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/11/2018	Transfer from a Hospital	Urgent	12/25/2018	1109 PIRECE ST WEST SACRAMENTO, CA 95605	S82.102D	
						<b>B/08/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/10/2019	Transfer from a Hospital	Urgent	05/21/2019	9590 CASTLEBRIDGE CT ELK GROVE, CA 95758	T84.52XS	
						<b>B/19/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
08/29/2022	Transfer from a Hospital	Urgent	09/05/2022	6112 Travo Way Elk Grove, CA 95757	N39.0	
						<b>B/16/B PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/22/2022	Transfer from a Hospital	Urgent	11/15/2022	1019 MADDEN LANE #102 ROSEVILLE, CA 95681	S52.612D	
						<b>B/13/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/23/2020	Transfer from a Hospital	Urgent	02/29/2020	1400 LINDEN ROAD WEST SACRAMENTO, CA 95691	Z48.816	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/16/2019	Transfer from a Hospital	Urgent	10/31/2019	6909 BRIGGS DRIVE SACRAMENTO, CA 95828	I63.333	<b>B/13/A Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/25/2022	Transfer from a Hospital	Urgent	08/20/2022	5649 Norman Way Sacramento, CA 95822	Z47.1	<b>D/12/B Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/23/2021	Transfer from a Hospital	Urgent	10/12/2021	9564 SABRINA LANE #103 ELK GROVE, CA 95758	I50.23	<b>B/04/B PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/14/2020	Transfer from a Hospital	Urgent	02/25/2020	8871 SONOMA VALLEY WAY SACRAMENTO, CA 95829	Z47.1	<b>B/14/B Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/11/2018	Transfer from Other	Elective		1230 N STREET SACRAMENTO, CA 95814	R26.2	<b>D/05/A Medi-cal</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/12/B Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

07/13/2021    Transfer from a Hospital    Urgent    07/30/2021    9975 HATHERTON WAY ELK GROVE, CA 95757    N39.0

**B/02/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/05/2018	Transfer from a Hospital	Urgent	09/17/2018	1242 43RD AVE. SACRAMENTO, CA 95822	S73.004D

**B/04/A    PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/10/2021	Transfer from a Hospital	Urgent	11/13/2021	7351 Eagles Nest Road Sacramento, CA 95830	I50.33

**B/13/A    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/04/2018	Transfer from a Hospital	Urgent	08/19/2018	3865 J STREET #314 SACRAMENTO, CA 95816	S72.001D

**B/10/A    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/03/2019	Transfer from a Hospital	Urgent	04/17/2019	7406 SUNMILL LN SACRAMENTO, CA 95828	

**B/12/B    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/12/2020	Transfer from a Hospital	Urgent	08/31/2020	2378 STONE RIVER CT GOLD RIVER, CA 95670	M43.26

**B/10/A    Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/02/2018	Transfer from a Hospital	Urgent	01/26/2019	2315 10TH AVENUE APT 320 SACRAMENTO, CA 95818	S82.102D	
						<b>C/10/B</b>
						<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/27/2013	Transfer from Other	Urgent	12/22/2021	611 N ORCHARD AVE VACAVILLE, CA 95688	Z89.519	
						<b>B/13/A</b>
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/21/2018	Transfer from a Hospital	Urgent	08/03/2018	9114 NEWPORT WEST WAY ELK GROVE, CA 95758	I63.9	
						<b>B/13/A</b>
						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/23/2019	Transfer from a Hospital	Urgent	02/04/2019	7507 HAZELNUT LANE SACRAMENTO, CA 95828	S22.41XD	
						<b>B/14/B</b>
						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/24/2022	Transfer from a Hospital	Urgent		890 VILLAGE RUN DR. APT. 512 GALT, CA 95632	J45.901	
						<b>B/12/B</b>
						<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

09/29/2022	Transfer from a Hospital	Urgent	10/14/2022	6619 50th Street Sacramento, CA 95823	163.9	
						<b>B/14/A</b>
						<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/17/2018	Transfer from a Hospital	Urgent	09/01/2018	1280 GREENBRIER RD SACRAMENTO, CA 95691	R07.9	
						<b>B/07/B</b>
						<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/05/2019	Transfer from a Hospital	Urgent	04/05/2019	350 RIVER ISLE WAY SACRAMENTO, CA 95831	Z48.812	
						<b>A/17/B</b>
						<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
12/31/2019	Transfer from a Hospital	Urgent	11/16/2020	3410 28TH AVENUE SACRAMENTO, CA 95820	I65.29	
						<b>B/16/B</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/01/2019	Transfer from a Hospital	Urgent	03/15/2019	77 ARDSLEY CIRCLE SACRAMENTO, CA 95823	S72.142S	
						<b>B/11/A</b>
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
01/19/2018	Transfer from a Hospital	Urgent	02/02/2018	8787 KILKENNY CT ELK GROVE, CA 95624	S72.141D	
						<b>D/07/B</b>
						<b>Other Hospice</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/03/2017	Transfer from a SNF	Elective	08/24/2019	1100 39th ST. #109 SACRAMENTO, CA 95816	I62.9	
						<b>B/14/B Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/03/2020	Transfer from a Hospital	Urgent	02/15/2020	3106 BUCKMAN STREET SACRAMENTO, CA 95833	S72.452D	
						<b>B/11/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/23/2017	Transfer from a Hospital	Urgent	01/16/2018	1126 27TH AVENUE SACRAMENTO, CA 95822	I50.9	
						<b>B/17/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/03/2022	Transfer from a Hospital	Urgent	05/27/2022	26 Moonlit Circle Sacramento, CA 95831	I95.1	
						<b>B/10/B Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/25/2017	Transfer from a Hospital	Urgent	01/11/2018	4417 A PARKWAY SACRAMENTO, CA 95823	M25.562	
						<b>B/03/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/08/2018	Transfer from a Hospital	Urgent	11/10/2018	7436 BOUVAIS CIRCLE SACRAMENTO, CA 95828	J96.21	



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/10/2020	Transfer from a Hospital	Urgent	03/27/2020	2333 SOUTH MANOR DRIVE SACRAMENTO, CA 95822	318.9	<b>B/17/A</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
01/23/2022	Transfer from a Hospital	Urgent	02/07/2022	8457 RIVERGREEN DRIVE ELVERTA, CA 95626	121.4	<b>B/10/A</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/22/2018	Transfer from a Hospital	Urgent	06/08/2018	8109 INGLESIDE WAY SACRAMENTO, CA 95828	S91.002D	<b>B/01/A</b> <b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/23/2022	Transfer from a Hospital	Urgent	11/04/2022	447 Daylily Lane Lincoln, CA 95648	247.1	<b>B/16/A</b> <b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/10/2018	Transfer from a Hospital	Urgent	10/26/2018	5101 SQUIRES CT SACRAMENTO, CA 95822	N39.0	<b>B/16/A</b> <b>Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
						<b>B/12/B</b> <b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
06/08/2020	Transfer from a Hospital	Urgent	06/21/2020	71 CLAVELA AVE Sacramento, CA 95828	N39.0	<b>C/01/B</b>
						<b>PR</b>
04/29/2016	Transfer from a Hospital	Elective	07/21/2019	2160 Nelson Rd CAMINO, CA 95709	Z51.5	<b>D/12/B</b>
						<b>Medi-cal</b>
06/10/2021	Transfer from Other	Elective	09/15/2021	2838 Schnell School Road Placerville, CA 95667	R13.12	<b>B/15/B</b>
						<b>Kaiser Traditional</b>
11/03/2021	Transfer from a Hospital	Urgent	11/11/2021	6400 Calvine Road Sacramento, CA 95823	K65.9	<b>B/15/A</b>
						<b>Kaiser Senior</b>
04/03/2018	Transfer from a Hospital	Elective	04/15/2018	7770 WHISPERING PALMS DRIVE SACRAMENTO, CA 95823	R65.10	<b>B/10/B</b>
						<b>PDPM MANAGED CARE</b>
10/31/2022	Transfer from a Hospital	Urgent	11/16/2022	7417 Netherbury Ct. Elk Grove, CA 95757	N45.3	<b>B/17/B</b>
						<b>Kaiser Senior</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/25/2018	Transfer from a Hospital	Urgent	01/03/2019	8737LODESTO NE CIRCLE ELK GROVE, CA 95624	D72.829

**B/06/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/16/2021	Transfer from a Hospital	Urgent	07/27/2021	1180 CORPORATE WAY APT. 356 SACRAMENTO, CA 95831	S72.002D

**B/01/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/24/2020	Transfer from a Hospital	Urgent	11/03/2020	4654 CABANA WAY SACRAMENTO, CA 95822	B95.2

**B/13/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/30/2022	Transfer from a Hospital	Urgent	07/29/2022	250 45th Street Sacramento, CA 95819	D64.89

**B/06/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/20/2019	Transfer from a Hospital	Urgent	07/13/2019	5812 LAGUNA PARK DR ELK GROVE, CA 95758	L03.115

**C/13/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/21/2020	Transfer from a Hospital	Urgent	12/02/2022	1820 CAPITAL AVENUE APT #410 SACRAMENTO, CA 95811	G20

**Resident Information Query**

Sort By Resident Name

				<b>B/16/A</b>		<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
10/23/2018	Transfer from a Hospital	Urgent	11/12/2018	9777 MIKETO WAY ELK GROVE, CA 95757	S72.141D	

				<b>B/18/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/08/2021	Transfer from a Hospital	Urgent	04/28/2021	1180 CORPORATE WAY #144 SACRAMENTO, CA 95831	M47.896	

				<b>B/17/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
11/18/2021	Transfer from a Hospital	Urgent	12/20/2021	7360 Flowerwood Way Sacramento, CA 95831	N17.9	

				<b>B/16/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/16/2018	Transfer from a Hospital	Urgent	04/30/2018	7379 21ST STREET SACRAMENTO, CA 95822	S72.141D	

				<b>B/13/B</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
02/11/2020	Transfer from a Hospital	Urgent	02/23/2020	916 GUM AVENUE WOODLAND, CA 95695	M62.82	

				<b>B/12/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

06/24/2022    Transfer from a Hospital    Urgent    07/11/2022    761 BEARDSLEY DR WEST SACRAMENTO, CA 95605    S82.841D

**B/01/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/01/2018	Transfer from a Hospital	Urgent	05/14/2018	5001 BRADFORD DR SACRAMENTO, CA 95820	S72.002D

**A/03/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/30/2018	Transfer from a Hospital	Urgent	12/01/2018	5040 JACKSON ST SPC 146 NORTH HIGHLANDS, CA 95660	R41.82

**B/19/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/19/2019	Transfer from a Hospital	Urgent	11/01/2019	639 HAGGEIN AVE SACRAMENTO, CA 95833	B96.89

**A/08/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/17/2012	Transfer from a Hospital	Urgent	04/09/2018	455 FLORIN RD SACRAMENTO, CA 95831	F32.9

**C/18/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/24/2018	Transfer from a Hospital	Urgent	05/18/2018	224 LOUIE AVE #1 LODI, CA 95240	S72.141D

**B/16/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/16/2020	Transfer from a Hospital	Urgent	01/24/2020	10230 VAN PARKER LANE GALT, CA 95632	I11.9
					<b>B/03/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/22/2019	Transfer from Other	Urgent	06/11/2019	3901 LAKE RD SPACE 65 WEST SACRAMENTO, CA 95691	S22.080S
					<b>B/14/B</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/13/2022	Transfer from a Hospital	Urgent	09/28/2022	9405 Viridian Way Elk Grove, CA 95624	J96.01
					<b>B/15/B</b>
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/06/2019	Transfer from a Hospital	Urgent	12/23/2019	8291 DRESSAGE WAY SACRAMENTO, CA 95829	I69.398
					<b>B/13/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/20/2021	Transfer from a Hospital	Urgent	04/30/2021	7350 CRANSTON WAY SACRAMENTO, CA 95822	S06.6X0D
					<b>B/09/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

10/10/2018    Transfer from a Hospital    Urgent    10/22/2018    8476 SHELDON RD 207 ELK GROVE, CA 95624    L97.909

**B/04/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/17/2021    Transfer from a Hospital    Urgent    10/01/2021    3227 Renwick Avenue Elk Grove, CA 95758    S72.001D

**B/19/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/08/2019    Transfer from a Hospital    Urgent    02/22/2019    3227 RENWICK AVE APT 130 ELK GROVE, CA 95758    I26.99

**B/18/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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06/03/2021    Transfer from a Hospital    Urgent    06/18/2021    13171 ALTA MESA RD HERALD, CA 95638    T84.51XA

**B/16/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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12/07/2018    Transfer from a Hospital    Urgent    12/21/2018    9567 MOON RIVER WAY ELK GROVE, CA 95624    M17.12

**B/09/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/30/2021    Transfer from a Hospital    Urgent    11/27/2021    6521 WIRE DR SACRAMENTO, CA 95823    I63.9

**B/10/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

09/06/2020    Transfer from a Hospital    Urgent    09/23/2020    2220 66TH AVENUE SACRAMENTO, CA 95822    I63.81

**C/17/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/27/2018	Transfer from a Hospital	Urgent	12/11/2018	52 PARK VISTA CR SACRRAMENTO, CA 95831	S32.501D

**B/04/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/09/2019	Transfer from a Hospital	Urgent	08/19/2019	2671 RIO LINDA BLVD APT# 216 NORTH SACRAMENTO, CA 95815	S06.5X9D

**B/14/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/30/2019	Transfer from a Hospital	Urgent	12/31/2019	8935 RANCHO GRANDE CT ELK GROVE, CA 95624	N39.0

**A/16/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/30/2019	Transfer from a Hospital	Urgent		7774 WHISPERING PALMS DRIVE SACRAMENTO, CA 95823	F02.818

**B/17/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/09/2021	Transfer from a Hospital	Urgent	06/25/2021	9716 NATURE TRAIL WAY ELK GROVE, CA 95757	M54.5



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/06/B	Kaiser Traditional
06/25/2018	Transfer from a Hospital	Urgent	07/18/2018	2163 SANDCASTLE WAY SACRAMENTO, CA 95833	S82.201D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/03/B	Kaiser Senior
12/09/2018	Transfer from a Hospital	Urgent	12/14/2018	8317 PEAK FOREST WAY ELK GROVE, CA 95757	K92.2		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/02/A	Medicare Part A
12/26/2021	Transfer from a Hospital	Urgent	12/29/2021	7855 COTTONWOOD LANE UNIT 14 SACRAMENTO, CA 95828	A41.9		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/12/A	PDPM MANAGED CARE
06/04/2021	Transfer from a Hospital	Urgent	06/22/2021	THE VINTAGE FARMHOUSE SENIOR LIVING 9316 APPALACHIAN DR. SACRAMENTO, CA 95827	S72.001D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/02/A	Kaiser Senior
11/19/2018	Transfer from a Hospital	Urgent	11/19/2018	P.O. BOX 174 ORINDA, CA 94563	Z89.511		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/01/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/19/2017	Transfer from a Hospital	Urgent	01/01/2018	1316 BURNETT WAY SACRAMENTO, CA 95818	R55	
						<b>B/10/A Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
09/09/2021	Transfer from a Hospital	Urgent	10/18/2021	8016 STUT CT SACRAMENTO, CA 95828	N17.9	
						<b>B/12/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/13/2019	Transfer from a Hospital	Urgent	01/09/2020	9874 SWAINSON HAWK DRIVE ELK GROVE, CA 95757	I63.512	
						<b>B/07/A PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
11/10/2022	Transfer from a Hospital	Elective	11/29/2022	6613 Ventana Drive Rancho Murieta, CA 95683	S72.141D	
						<b>B/14/A HealthNet</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/20/2018	Transfer from a Hospital	Urgent	05/07/2018	402 PALIN AVENUE GALT, CA 95632	M17.10	
						<b>C/13/A Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

10/22/2020    Transfer from a Hospital    Elective    02/15/2021    712 RIVERCREST DR. SACRAMENTO, CA 95831    Z51.5

**B/12/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/06/2019	Transfer from a Hospital	Urgent	01/19/2019	231 PORTINOA CIRCLE SACRAMENTO, CA 95831	N39.0

**B/18/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/07/2021	Transfer from a Hospital	Urgent	12/20/2021	70 De Fer Circle Sacramento, CA 95823	D62

**B/09/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/02/2019	Transfer from a Hospital	Urgent	09/14/2019	6325 HAVENSIDE DR APT 88 SACRAMENTO, CA 95831	Z47.89

**B/08/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/17/2021	Transfer from a Hospital	Urgent	08/25/2021	8541 Bowery Court Orangevale, CA 95662	I50.9

**B/18/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/13/2019	Transfer from a Hospital	Urgent	03/29/2019	55 HANCOCK DR ROSEVILLE, CA 95678	S72.334S

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/13/B	PDPM MANAGED CARE
11/04/2021	Transfer from a Hospital	Urgent	11/15/2021	5590 Illinois Avenue Fair Oaks, CA 95628	I48.91		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/04/A	PDPM MANAGED CARE
07/19/2021	Transfer from a SNF	Urgent	08/06/2021	11051 Bruceville Road Elk Grove, CA 95757	I69.30		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/16/A	Kaiser Senior
11/25/2019	Transfer from a Hospital	Urgent	12/07/2019	7408 WEST PARKWAY SACRAMENTO, CA 95823	N39.0		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/02/B	CP
11/14/2022	Transfer from a Hospital	Urgent		8170 Derbyshire Circle Sacramento, CA 95828	N39.0		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/08/A	Kaiser Senior
03/28/2019	Transfer from a Hospital	Urgent	04/10/2019	3501 BRADSHAW RD #123 SACRAMENTO, CA 95827	I21.4		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/08/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

10/08/2019	Transfer from a Hospital	Urgent	10/22/2019	5900 19TH AVE SACRAMENTO, CA 95820	Z47.89
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**B/01/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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08/06/2017	Transfer from a Hospital	Urgent	11/08/2020	8873 HAFLINGER WAY ELK GROVE, CA 95758	J96.20
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**C/17/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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05/24/2018	Transfer from a Hospital	Elective	09/18/2018	1024 MILTON ST WEST SACRAMENTO, CA 95605	I50.33
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**B/04/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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02/08/2019	Transfer from a Hospital	Urgent	02/24/2019	7227 HARBOR LIGHT WAY SACRAMENTO, CA 95831	L03.114
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**D/09/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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09/24/2021	Transfer from a Hospital	Urgent		4033 SAN ANDRES WAY EL DORADO HILLS, CA 95762	E11.22
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**B/15/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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10/18/2018	Transfer from a Hospital	Urgent	11/01/2018	2009 ASTER AVENUE WEST SACRAMENTO, CA 95691	M25.551
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**Resident Information Query**

Sort By Resident Name

				<b>B/19/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
08/15/2020	Transfer from a Hospital	Urgent	08/27/2020	12511 SHORTHORN ROAD WILTON, CA 95693	N39.0	

				<b>B/05/A</b>		<b>HealthNet</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
09/07/2018	Transfer from a Hospital	Urgent	09/22/2018	4324 BIRDSEYE WAY ELK GROVE, CA 95758	M62.82	

				<b>B/14/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
07/17/2018	Transfer from a Hospital	Urgent	07/31/2018	1336 LAS LOMITAS CIRCLE SACRAMENTO, CA 95831	S72.001D	

				<b>B/12/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
04/06/2022	Transfer from a Hospital	Urgent	05/04/2022	10285 Charles Morris Way Elk Grove, CA 95757	I60.9	

				<b>B/02/A</b>		<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	
03/24/2018	Transfer from a Hospital	Urgent	04/20/2018	4148 CANBY WAY SACRAMENTO, CA 95822	R65.10	

				<b>B/12/A</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Discharge Date</b>	<b>Previous Address</b>	<b>Primary Diagnosis</b>	

**Resident Information Query**

Sort By Resident Name

09/30/2019    Transfer from a Hospital    Elective    10/12/2019    18 WATERCREST COURT SACRAMENTO, CA 95831    S82.142D

**B/19/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

06/16/2019    Transfer from a Hospital    Urgent    08/21/2019    6937 SOUTH LAND PARK DRIVE SACRAMENTO, CA 95831    M62.261

**B/08/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

12/01/2018    Transfer from a Hospital    Urgent    12/07/2018    1120 RIO CIDIDE WAY SACRAMENTO, CA 95831    162.9

**B/18/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

04/19/2018    Transfer from a Hospital    Urgent    04/26/2018    7388 WILLOW LAKE WAY SACRAMENTO, CA 95831    150.22

**A/04/A**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/02/2017    Transfer from a Hospital    Urgent       3793 GLACIER PARK WAY ELK GROVE, CA 95758    169.959

**B/17/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

07/27/2021    Transfer from a Hospital    Urgent    08/07/2021    8476 Sheldon Road Elk Grove, CA 95624    J44.1

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/17/2019	Transfer from a Hospital	Urgent	04/30/2019	7904 BURLINGTON WAY SACRAMENTO, CA 95832	S82.302S

**B/07/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/12/2022	Transfer from a Hospital	Urgent	10/26/2022	2259 GILL PORT LANE WALNUT CREEK, CA 94598	S82.402D

**B/16/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/12/2018	Transfer from a Hospital	Urgent	12/21/2018	8164 POWER INN ROAD APT #108 SACRAMENTO, CA 95828	I63.9

**B/16/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
04/09/2021	Transfer from a Hospital	Urgent	04/23/2021	7247 Havenside Drive Sacramento, CA 95831	S51.811D

**B/09/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/07/2018	Transfer from a Hospital	Urgent	06/11/2018	4032 MANHATTAN CIR SACRAMENTO, CA 95823	I95.9

**B/01/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**B/16/A**

**Kaiser Senior**



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/11/2019	Transfer from a Hospital	Urgent	09/23/2019	P O BOX 1018 IONE, CA 95640	I95.9
					<b>B/19/A</b>
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
12/16/2015	Transfer from Other	Elective	11/24/2020	6708 53RD AVE SACRAMENTO, CA 95828	Z51.5
					<b>B/07/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/11/2019	Transfer from a Hospital	Urgent	05/23/2019	2020 5TH ST SACRAMETNO, CA 95818	Z47.1
					<b>B/15/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
05/30/2018	Transfer from a Hospital	Urgent	06/14/2018	2204 16TH AVE SACRAMENTO, CA 95822	S72.002D
					<b>B/16/A</b>
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/08/2022	Transfer from a Hospital	Urgent	08/19/2022	626 Lake Front Drive Sacramento, CA 95831	E11.621
					<b>B/05/B</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/19/2018	Transfer from a Hospital	Urgent	07/02/2018	9545 APPALACHIAN DRIVE SACRAMENTO, CA 95827	R56.9
					<b>B/15/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis

**Resident Information Query**

Sort By Resident Name

08/09/2019    Transfer from a Hospital    Urgent    08/23/2019    8350 ELK GROVE FLORIN RD APT 323 SACRAMENTO, CA 95829    G20

**B/15/B    Medicare Part A**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
07/03/2018	Transfer from a Hospital	Urgent	07/23/2018	6365 GREENHAVEN DRIVE SACRAMENTO, CA 95831	148.91

**B/16/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/16/2019	Transfer from a Hospital	Urgent	03/30/2019	7847 RUSH RIVER DRIVE #65 SACRAMENTO, CA 95831	M84.352S

**B/18/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
09/27/2020	Transfer from a Hospital	Urgent	10/20/2020	6913 GREENHAVEN DRIVE SACRAMENTO, CA 95831	S32.020D

**B/01/B    Kaiser Senior**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
10/09/2019	Transfer from a Hospital	Urgent	10/20/2019	2511 WINDRIM WAY ELK GROVE, CA 95758	B44.9

**B/19/A    Other Hospice**

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
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**Resident Information Query**

Sort By Resident Name

01/21/2020    Transfer from a Hospital    Urgent    12/07/2020    2511 WINDRIM WAY  
ELK GROVE, CA 95758    Z51.5

**B/15/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

01/11/2018    Transfer from a Hospital    Urgent    01/30/2018    3545 41ST AVE  
APT 30  
SACRAMENTO, CA 95824    J18.0

**B/16/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/07/2019    Transfer from a Hospital    Urgent    11/26/2019    6633 RANCHO GRANDE WAY  
SACRAMENTO, CA 95828    I69.154

**B/15/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/28/2020    Transfer from a Hospital    Urgent    03/17/2020    6413 OAKRIDGE WAY  
SACRAMENTO, CA 95831    M60.89

**B/09/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/23/2020    Transfer from a Hospital    Urgent    03/15/2020    1166 27TH AVENUE  
SACRAMENTO, CA 95822    S72.144D

**B/17/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

05/23/2020    Transfer from a Hospital    Urgent    06/08/2020    5020 HILLARD STREET  
SACRAMENTO, CA 95822    I50.21

**B/19/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
06/14/2020	Transfer from a Hospital	Elective	06/22/2020	5101 EARLS CT SACRAMENTO, CA 95822	S72.002D
					<b>A/16/A</b>
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
03/09/2010	Transfer from Other	Urgent	08/13/2018	3227 RENWICK AVE #144 ELK GROVE, CA 95758	G30.9
					<b>B/15/B</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
08/21/2019	Transfer from a Hospital	Urgent	08/31/2019	2413 36TH AVENUE SACRAMENTO, CA 95818	I48.2
					<b>C/06/A</b>
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
11/22/2020	Transfer from a Hospital	Urgent	11/25/2020	7439 DELTAWIND DRIVE SACRAMENTO, CA 95831	U07.1
					<b>B/13/A</b>
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis
01/01/2019	Transfer from a Hospital	Urgent	01/17/2019	5900 ANNRUD WAY SACRAMENTO, CA 95822	M43.26
					<b>B/02/B</b>
					<b>Kaiser GMC</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/15/A	Medicare Part A
10/02/2020	Transfer from a Hospital	Urgent	10/20/2020	134 LONELY OAK STREET YUBA CITY, CA 95991	R55		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	C/12/A	Medi-cal
06/29/2020	Transfer from a Hospital	Urgent	09/01/2020	3337 GLENMORE DR SACRAMENTO, CA 95827	L03.116		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/A	PDPM MANAGED CARE
02/22/2021	Transfer from a Hospital	Urgent	03/09/2021	288 PARK AVE GALT, CA 95632	S72.111D		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/17/A	PDPM MANAGED CARE
01/19/2022	Transfer from a Hospital	Urgent	02/15/2022	2936 MILLS PARK DRIVE RANCHO CORDOVA, CA 95670	T81.31XD		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/15/B	Kaiser Senior
07/07/2019	Transfer from a Hospital	Urgent	07/19/2019	8768 LIVE OAK ROAD WILTON, CA 95693	I70.245		

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	B/14/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

05/13/2018    Transfer from a Hospital    Urgent    06/15/2018    17816 N CREEKSIDE DR PIONEER, CA 95666    M62.262

**B/14/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

03/13/2019    Transfer from a Hospital    Urgent    03/30/2019    8013 GLADMAR COURT ELK GROVE, CA 95758    S72.142S

**D/02/A**

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/16/2018    Transfer from a Hospital    Urgent    9189 RIZES WAY ELK GROVE, CA 95758    I63.9

**B/15/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

08/24/2021    Transfer from a Hospital    Urgent    09/13/2021    598 Rivercrest Drive Sacramento, CA 95831    M62.82

**C/13/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

11/24/2022    Transfer from a Hospital    Urgent    12/07/2022    5301 F Street Sacramento, CA 95819    M62.82

**B/04/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Discharge Date    Previous Address    Primary Diagnosis**

02/23/2019    Transfer from a Hospital    Urgent    03/06/2019    8720 MONTIFLORA CT ELK GROVE, CA 95624    G89.29

**B/16/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
05/31/2019	Transfer from a Hospital	Urgent	06/14/2019	1177 DERICK WAY SACRAMENTO, CA 95822	S32.9XXS	
						<b>B/11/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
07/02/2020	Transfer from a Hospital	Urgent	07/03/2020	1650 ESKATON LOOP ROSEVILLE, CA 95747	K57.20	
						<b>B/08/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
02/24/2019	Transfer from a Hospital	Urgent	03/23/2019	9574 OAKHAM WAY ELK GROVE, CA 95757	J96.00	
						<b>B/08/A Medi-cal</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
12/27/2019	Transfer from a Hospital	Elective	01/11/2020	7847 RUSH RIVER DRIVE # 63 SACRAMENTO, CA 95831	Z48.812	
						<b>D/04/B PR</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
03/30/2020	Transfer from a Hospital	Urgent	05/12/2020	PO BOX 188452 SACRAMENTO, CA 95818	S82.041D	
						<b>B/14/A Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
10/25/2018	Transfer from a Hospital	Urgent	11/08/2018	311 ENCINA AVE DAVIS, CA 95616	M97.01XD	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Discharge Date	Previous Address	Primary Diagnosis	
04/09/2020	Transfer from a Hospital	Urgent	04/28/2020	7065 WARBLER WAY SACRAMENTO, CA 95831	D02.22	<b>B/01/B Kaiser Senior</b>
07/30/2019	Transfer from a Hospital	Urgent	10/28/2019	7345 BRANBURY WAY SACRAMENTO, CA 95828	D43.0	<b>A/13/A PR</b>
10/28/2018	Discontinued Emergency Room	Elective	11/05/2018	415 P STREET SACRAMENTO, CA 95814	S72.001D	<b>B/05/A Kaiser Senior</b>



**SECTION 999.5(d)(5)(C)**

**4) Patient Census Data for Manzanita dated March 23, 2023.**

**Please note that confidential patient information has been redacted.**

**Resident Information Query**

Sort By Resident Name

					<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
05/26/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	5971 BROOKTREE DRIVE CITRUS HEIGHTS, CA 95621	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
11/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6923 Greenbrook Circle Citrus Heights, CA 95621	

					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/02/2019	Transfer from a Hospital	Elective	Medi-cal	3740 Cypress St SACRAMENTO, CA 95838	

					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	6105 GAY WAY NORTH HIGHLANDS, CA 95660	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/01/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8350 Fair Oaks Boulevard Carmichael, CA 95608	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

02/04/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    8400 DOUBLE GROVE ST SHINGLE SPRINGS, CA 95682

**206727**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1003 RIVA RIDGE COURT ROSEVILLE, CA 95661

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5614 VICTORIA LANE CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8610 PALMERSON DRIVE ANTELOPE, CA 95843

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/20/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	5184 Western Avenue Olivehurst, CA 95961

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

08/09/2020    Transfer from a Hospital    Urgent    Kaiser Senior    5730 Southgrove Dr Citrus heights, CA 95610

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/08/2020    Transfer from a Hospital    Urgent    Medicare Part A    3904 GALBRATH DR NORTH HIGHLANDS, CA 95660

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 03/08/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    7964 Via Roma Drive Fair Oaks, CA 95628

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 12/02/2018    Transfer from a Hospital    Urgent    Kaiser Senior    5510 SKY PARKWAY #239 B SACRAMENTO, CA 95823

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 11/12/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    4800 Kokomo Drive Sacramento, CA 95835

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 05/19/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7415 ROLLINGWOOD BLVD CITRUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
04/26/2021	Transfer from a Hospital	Elective	Medi-cal	7311 Krishna Drive Sacramento, CA 95828	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
06/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1850 48th STREET SACRAMENTO, CA 95819	

					<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/22/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	5842 VERDE CRUZ WAY SACRAMENTO, CA 95841	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
02/01/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5842 VERDE CRUZ WAY SACRAMENTO, CA 95841	

					<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
10/19/2021	Transfer from a Hospital	Elective	PR	1332 LANTERN LIGHTS CIRCLE LEBANON, IL 62254	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

09/26/2020 Transfer from a Hospital Urgent Kaiser Senior 1901 LAMBETH WAY CARMICHAEL, CA 95608

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 09/02/2022 Transfer from a Hospital Elective Medicare Part A 6922 Los Olivos Way Carmichael, CA 95608

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 12/19/2018 Transfer from a Hospital Urgent Kaiser Senior 1544 FALETTO AVE SACRAMENTO, CA 95835

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 06/01/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 8224 Streng Avenue Citrus Heights, CA 95610

**CP**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 05/03/2022 Transfer from a Hospital Elective CP 200 Silver Bend Way Auburn, CA 95603

**Commercial Like Medicare**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 11/19/2018 Transfer from a Hospital Urgent Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO 6335 STANLEY AVENUE CARMICHAEL, CA 95608

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/10/2022	Transfer from a Hospital	Elective	Medicare Part A	416 Arran Court Roseville, CA 95661	
					<b>Medicare Part A</b>
09/14/2022	Transfer from a Hospital	Urgent	Medicare Part A	825 Park Road Sacramento, CA 95838	
					<b>Medicare Part A</b>
09/17/2020	Transfer from a Hospital	Urgent	Medicare Part A	3110 CALLE VERDE CT Sacramento, CA 95821	
					<b>PDPM MANAGED CARE</b>
08/31/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	3501 Mesa Verdes Drive El Dorado Hills, CA 95762	
					<b>Medi-cal</b>
03/01/2022	Transfer from a Hospital	Elective	Medi-cal	4029 Aura Way Rancho Cordova, CA 95742	
					<b>Kaiser Senior</b>
06/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2950 BENDMILL WAY SACRAMENTO, CA 95833	
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5851 55th Street Sacramento, CA 95824

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/03/2021	Transfer from a Hospital	Elective	Medicare Part A	6915 Elk Grove Boulevard Elk Grove, CA 95758

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/28/2021	Transfer from a Hospital	Elective	Kaiser GMC	2129 GOLD HALLOW CT GOLD RIVER, CA 95670

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/14/2021	Transfer from a Hospital	Urgent	Kaiser Senior	5951 ANNRUD WAY Sacramento, CA 95822

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/03/2021	Transfer from a Hospital	Elective	PR	2040 Campton Circle Gold River, CA 95670

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

06/29/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO    1612 Jefferson Boulevard West Sacramento, CA 95691

██████████    ██████████    ██████████    ██████████    ██████████    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3050 VISTA LE FONTI EL DORADO HILLS, CA 95762
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Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/16/2019	Transfer from a Hospital	Elective	Other Hospice - VITAS	7243 ADOBE CASA COURT CITRUS HEIGHTS, CA 95621
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██████████    ██████████    ██████████    ██████████    ██████████    **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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07/12/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	2056 PORTSMOUTH DRIVE EL DORADO HILLS, CA 95762
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██████████    ██████████    ██████████    ██████████    ██████████    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/16/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	10380 SPUNN ROAD JACKSON, CA 95642
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██████████    ██████████    ██████████    ██████████    ██████████    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

06/19/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1910 3rd Avenue Sutter, CA 95982

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

09/23/2018 Transfer from a Hospital Urgent Kaiser Senior 9022 DRURY CT SACRAMENTO, CA 95826

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/10/2022 Transfer from a Hospital Urgent Medicare Part A 5924 Coyle Avenue Carmichael, CA 95608

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

10/15/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 2710 LITTLE OAK RESCUE, CA 95672

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/31/2017 Transfer from a Hospital Urgent Kaiser Senior 603 MORMAN STREET FOLSOM, CA 95630

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/26/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1104 Oak Ridge Drive Roseville, CA 95661

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/12/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2005 GUNN ROAD CARMICHAEL, CA 95608

[REDACTED] Medi-cal

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2019	Transfer from a Hospital	Urgent	Medi-cal	3821 MERAMONTE WAY NORTH HIGHLANDS, CA 95660

[REDACTED] Commercial Like Medicare

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/12/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	3939 WALNUT AVE., #168 CARMICHAEL, CA 95608

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	10748 CARLOS WAY RANCHO CORDOVA, CA 95670

[REDACTED] Kaiser GMC

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/18/2019	Transfer from a Hospital	Urgent	Kaiser GMC	10635 SCHIRRA AVE APT 217 MATHER, CA 95655

[REDACTED] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

06/14/2018      Transfer from a Hospital      Urgent      Medicare Part A      11390 COLOMA ROAD #A120 GOLD RIVER, CA 95670

**Medicare Part A**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

08/09/2020      Transfer from a Hospital      Urgent      Medicare Part A      5307 GARDEN HIGHWAY SACRAMENTO, CA 95837

**PDPM MANAGED CARE**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

04/11/2022      Transfer from a Hospital      Elective      PDPM MANAGED CARE - Kaiser Senior      10130 WATERMAN RD ELK GROVE, CA 95624

**Commercial Like Medicare**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

06/13/2019      Transfer from a Hospital      Urgent      Commercial Like Medicare - United Healthcare      7304 SYLMAR LN SACRAMENTO, CA 95842

**Kaiser Senior**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

01/21/2021      Transfer from a Hospital      Urgent      Kaiser Senior      3446 VERLA ST Carmichael, CA 95608

**Medicare Part A**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

05/09/2018      Transfer from a Hospital      Urgent      Medicare Part A      8944 AEROBEE AVE FAIR OAKS, CA 95628

**Medicare Part A**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

**Resident Information Query**

Sort By Resident Name

09/29/2019      Transfer from a Hospital      Urgent      Medicare Part A      3241 VIA GRANDE SACRAMENTO, CA 95825

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/27/2022	Transfer from a Hospital	Urgent	Medicare Part A	2980 Whitethorn Road SHINGLE SPRINGS, CA 95682

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/26/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6824 FLORABELLE AVE CITRUS HEIGHTS, CA 95621

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/02/2019	Transfer from a Hospital	Urgent	Kaiser GMC	4400 ELKHORN BLVD #99 SACRAMENTO, CA 95842

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/08/2017	Transfer from Other	Urgent	Other Hospice - INTERIM	4120 EXA COURT SACRAMENTO, CA 95821

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

12/29/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    1614 Iroquois Road Rocklin, CA 95765

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/19/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3201 Cabriolet Court Carmichael, CA 95608

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 10/11/2022    Transfer from a Hospital    Elective    Medicare Part A    3765 Grass Valley Highway space 267 Auburn, CA 95602

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 03/28/2022    Transfer from a Hospital    Elective    Medicare Part A    4220 N CANYON RD Camino, CA 95709

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 09/21/2015    Transfer from a Hospital    Elective    PR    1946 Blue Bell Court Cool, CA 95614

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 05/24/2020    Transfer from a Hospital    Urgent    Kaiser Senior    6621 LINCOLN AVE CARMICHAEL, CA 95608

**Medi-cal**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/05/2021	Transfer from a Hospital	Elective	Medi-cal	125 Village Oak Ct Healdsburg, CA 95448	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4275 EL CENTRO RD #1217 SACRAMENTO, CA 95834	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1255 LAMBERTON CIRCLE Sacramento, CA 95838	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	8104 EL VERANO AVENUE ELVERTA, CA 95626	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/26/2022	Transfer from a Hospital	Elective	Medicare Part A	5032 Patric Way Carmichael, CA 95608	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/13/2022	Transfer from a Hospital	Elective	POP MANAGED CARE - Kaiser Senior	4164 Tahoe Vista Drive Rocklin, CA 95765	<b>Kaiser Senior</b>
06/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3079 PONTE MORINO DRIVE #217D CAMERON PARK, CA 95682	<b>Kaiser Senior</b>
01/20/2020	Transfer from a Hospital	Urgent	Kaiser Senior	44 MEADOW WAY FAIRFAX, CA 94930	<b>Medicare Part A</b>
12/15/2021	Transfer from a Hospital	Elective	Medicare Part A	6220 Summerset Lane Citrus Heights, CA 95621	<b>Kaiser Senior</b>
02/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 805 LINCOLN, CA 95648	<b>Kaiser Senior</b>
09/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3015 VILLA SERENA CR ROCKLIN, CA 95765	<b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5217 Columbine Way Carmichael, CA 95608	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/10/2019	Transfer from a Hospital	Elective	Kaiser Senior	2444 VIA CAMINO CARMICHAEL, CA 95608	

					<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/01/2021	Transfer from a Hospital	Elective	Kaiser GMC	4524 Ashcroft Avenue Sacramento, CA 95841	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
01/27/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8745 Nipawin Way Orangevale, CA 95662	

					<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
10/08/2020	Transfer from a Hospital	Urgent	Kaiser GMC	1298 ANTELOPE CREEEK DR # 411 Roseville, CA 95678	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

11/06/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 5305 Mustang Way Carmichael, CA 95608

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/20/2019 Transfer from a Hospital Urgent Medicare Part A 5509 CORONAWOOD LN CARMICHAEL, CA 95608

**Medi-cal**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/19/2018 Transfer from a Hospital Urgent Medi-cal 5638 Markos Ct Sacramento, CA 95841

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/24/2019 Transfer from a Hospital Urgent Kaiser Senior 202 ELMHURST CIRCLE SACRAMENTO, CA 95825

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/14/2018 Transfer from a Hospital Urgent Kaiser Senior 8433 CITADEL WAY SACRAMENTO, CA 95826

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/18/2019 Transfer from a Hospital Urgent Kaiser Senior 3040 JOSEPH AVE SACRAMENTO, CA 95864

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/10/2022	Transfer from a Hospital	Elective	Medicare Part A	656 Main Street Placerville, CA 95667	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/14/2018	Transfer from Other	Urgent	Kaiser Senior	805 KENTFIELD CRT CAMERON PARK, CA 95652	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/15/2018	Transfer from a Hospital	Urgent	Kaiser Senior	921 STONEMAN WAY EL DORADO HILLS, CA 95762	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/02/2019	Transfer from a Hospital	Elective	Kaiser Senior	7616 EAST PARKWAY SACRAMENTO, CA 95823	
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/29/2017	Transfer from a Hospital	Elective	Medi-cal	8829 LAKE NIMBUS DRIVE FAIR OAKS, CA 95628	
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/26/2019	Transfer from a Hospital	Urgent	PR	6731 AURELIAS WAY ORANGEVALE, CA 95662	

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/24/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - Kaiser Senior	2241 Rockwood Drive Sacramento, CA 95864	<b>PDPM MANAGED CARE</b>
05/06/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6031 BRETT DRIVE SACRAMENTO, CA 95842	<b>PDPM MANAGED CARE</b>
12/10/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3300 RENWICK AVE 1007 ELK GROVE, CA 95624	<b>Kaiser Senior</b>
11/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	42707 Deep Forest Drive Coarsegold, CA 93614	<b>PDPM MANAGED CARE</b>
02/03/2020	Transfer from a Hospital	Elective	Kaiser Senior	4139 TAMI WAY CARMICHAEL, CA 95608	<b>Kaiser Senior</b>
					<b>Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

07/13/2022 Transfer from a Hospital Urgent Other Hospice - Sutter Hospice 5909 Country Lane Citrus Heights, CA 95621

[REDACTED] [REDACTED] [REDACTED] **PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/22/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior PO Box 356 BETHEL ISLAND, CA 94511

[REDACTED] [REDACTED] [REDACTED] **Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

11/13/2019 Transfer from a Hospital Urgent Kaiser Senior 50 CHILTON AVE SAN CARLOS, CA 94070

BA [REDACTED] [REDACTED] [REDACTED] **Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/09/2018 Transfer from a Hospital Urgent Kaiser Senior 6017 WINDING WAY #130 CARMICHAEL, CA 95608

[REDACTED] [REDACTED] [REDACTED] **PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

02/19/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 4817 WINTERHAVEN WAY ROSEVILLE, CA 95747

[REDACTED] [REDACTED] [REDACTED] **Other Hospice**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/22/2013 Transfer from Other Urgent Other Hospice 15185 CHATTERING PINES RD GRASS VALLEY, CA 95945

**Resident Information Query**

Sort By Resident Name

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
08/28/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	4737 Olive Oak Way Carmichael, CA 95608	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/01/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	7349 Goose Meadows Way Roseville, CA 95747	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/24/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9370 Carrolton Place Elk Grove, CA 95624	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/30/2021	Transfer from a Hospital	Elective	Medicare Part A	634 GOLD STRIKE COURT LINCOLN, CA 95648	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1214 ORO LOMA DRIVE PLACERVILLE, CA 95667	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

06/06/2021    Transfer from a Hospital    Elective    Medicare Part A    3231 MAX COURT CARMICHAEL, CA 95608

[REDACTED]

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/30/2018    Transfer from a Hospital    Urgent    PR    3660 ROCKLIN RD ROCKLIN, CA 95677

[REDACTED] **PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/30/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    3440 Eskaton Drive Placerville [REDACTED]

[REDACTED] **Managed Care**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/09/2019    Transfer from a Hospital    Urgent    Managed Care    2104 WINAFRED STREET SACRAMENTO, CA 95825

[REDACTED] **Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/12/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    5940 MARIPOSA AVE CITRUS HEIGHTS, CA 95610

[REDACTED] **Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/27/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3721 SAN YSIDRO WAY SACRAMENTO, CA 95864

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/02/2021	Transfer from a Hospital	Elective	Medicare Part A	4210 DEVON LANE SACRAMENTO, CA 95864	<b>Medicare Part A</b>
03/10/2022	Transfer from a Hospital	Urgent	Medicare Part A	7632 Pintail Circle Citrus Heights, CA 95621	<b>Medicare Part A</b>
07/09/2022	Transfer from a Hospital	Elective	Medicare Part A	4290 Windingwood Way FAIR OAKS, CA 95628	<b>Medicare Part A</b>
06/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6630 W 4TH ST RIO LINDA, CA 95673	<b>PDPM MANAGED CARE</b>
01/04/2021	Transfer from a Hospital	Urgent	Kaiser Senior	5600 MEMORY WAY FAIR OAKS, CA 95628	<b>Kaiser Senior</b>
					<b>Kaiser Senior</b>



**Resident Information Query**

Sort By Resident Name

03/09/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3939 WALNUT AVE APT 344 CARMICHAEL, CA 95608

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/21/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	2739 Latham Drive Sacramento, CA 95864

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/18/2020	Transfer from a Hospital	Urgent	Medicare Part A	8341 BARDMOOR COURT ORANGEVALE, CA 95662

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/26/2020	Transfer from a Hospital	Urgent	Kaiser Senior	10530 COLOMA RD RANCHO CORDOVA, CA 95670

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/28/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3414 BURLEWOOD CT SACRAMENTO, CA 95821

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

12/12/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO    640 Flower Drive Folsom, CA 95630

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/09/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3151 MORSE AVE SACRAMENTO, CA 95821

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/28/2019    Transfer from a Hospital    Elective    Kaiser Senior    PO BOX 906 EL DORADO, CA 95623

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/17/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    2152 Maloney Drive Lincoln, CA 95648

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/23/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO    4666 Pedersen Way Carmichael, CA 95608

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/08/2018    Transfer from a Hospital    Urgent    Kaiser Senior    4746 STORROW WAY SACRAMENTO, CA 95842

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
04/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	320 EVELYN AVE ROSEVILLE, CA 05678	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
12/23/2022	Transfer from a Hospital	Urgent	Medicare Part A	2569 Aspen Valley Lane Sacramento, CA 95835	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
02/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4000 PINE OAKYO CT RESCUE, CA 95672	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PR</b>
04/25/2020	Transfer from a Hospital	Urgent	PR	6017 WINDING WAY APT #109 CARMICHAEL, CA 95608	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Traditional</b>
02/03/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	6240 WATT AVENUE NORTH HIGHLANDS, CA 95660	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

09/19/2019    Transfer from a Hospital    Urgent    Medicare Part A    6807 MARINVALE DRIVE CITRUS HEIGHTS, CA 95621

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/19/2018	Transfer from a Hospital	Elective	Kaiser Senior	2030 23RD STREET SACRAMENTO, CA 95818

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/07/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 665 MEADOW VISTA, CA 95722

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/07/2020	Transfer from a Hospital	Urgent	Medi-cal	7441 AUBURN OAKS CT CITRUS HEIGHTS, CA 95621

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1399 SACRAMENTO AVENUE UNIT 45 WEST SACRAMENTO, CA 95605

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

07/05/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1421 UNION DR  
DAVIS, CA  
95616

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
07/19/2020    Transfer from a Hospital    Urgent    Kaiser Senior    PO BOX 1360  
1480 SAND RIDGE ROAD  
EL DORADO,  
CA 95623

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
07/10/2022    Transfer from a Hospital    Urgent    Medicare Part A    1251 Christian  
Valley Road  
Auburn, CA  
95602

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/04/2018    Transfer from a Hospital    Urgent    Kaiser Senior    1170  
GREENLEAF CT  
LINCOLN, CA  
95648

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
10/01/2020    Transfer from a Hospital    Urgent    PR    3880 STILLMAN  
PARK CIRCLE  
Sacramento,  
CA 95824

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
11/29/2022    Transfer from a Hospital    Elective    PDPM  
MANAGED  
CARE - Kaiser  
Senior    1636 Andover  
Lane  
Lincoln, CA  
95648

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/11/2022	Transfer from a Hospital	Information Not Available	Medicare Part A	8607 MARYE AVE ORANGEVALE, CA 95662	
					<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/19/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	22 CADILLAC DR #348 SACRAMENTO, CA 95825	
					<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/24/2021	Transfer from a Hospital	Elective	Medicare Part A	4712 SELKIRK WAY FAIR OAKS, CA 95628	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2647 ELLENBROOK DRIVE RANCHO CORDOVA, CA 95670	
					<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/15/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	450 Racetrack Street Auburn, CA 95603	
					<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

05/20/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	3721 RIO LINDA BLVD SACRAMENTO, CA 95838		
						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/11/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2146 Del Monte Avenue Santa Clara, CA 95051		
						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/26/2022	Transfer from a Hospital	Urgent	Medicare Part A	4939 Marconi Avenue #5 Carmichael, CA 95608		
						<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/27/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6745 Chestnut Avenue Orangevale, CA 95662		
						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	PO BOX 748 BURSON, CA 95225		
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4836 MT ROSE WAY ROSEVILLE, CA 95747		
						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

**Sort By** Resident Name

05/14/2021    Transfer from a Hospital    Elective    Medicare Part A    8049 DANA BUTTE WAY CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	829 Hardy Drive West Sacramento, CA 95605

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/12/2021	Transfer from a Hospital	Elective	PR	3505 KESWICK DR EL DORADO HILLS, CA 95762

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/22/2022	Transfer from a Hospital	Elective	Medicare Part A	3372 Balada Way Rancho Cordova, CA 95670

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/03/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6740 LINCOLN AVE CARMICHAEL, CA 95608

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

10/07/2020 Transfer from a Hospital Urgent Kaiser Traditional 14109 FOSTER ROAD La Mirada, CA 90638

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

11/10/2021 Transfer from a Hospital Elective Kaiser Traditional 5311 Green Valley Road PLACERVILLE, CA 95667

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/30/2017 Transfer from a SNF Urgent Kaiser Senior 6610 SUMMER WAY SOMERSET, CA 95684

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/12/2018 Transfer from a Hospital Urgent Kaiser Traditional 6112 ORSI CR CARMICHAEL, CA 95608

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

02/20/2019 Transfer from a Hospital Urgent PR 130 WINDING CANYON LANE FOLSOM, CA 95630

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/09/2017 Transfer from a Hospital Urgent Kaiser Senior 4405 VALMONTE DR SACRAMENTO, CA 95864

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

**Resident Information Query**

Sort By Resident Name

08/08/2019      Transfer from a Hospital      Urgent      Kaiser Senior      7125 FAIR OAKS BLVD APT 416 CARMICHAEL, CA 95608

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4271 Boles Road Placerville, CA 95667

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	219 Birch Street Roseville, CA 95678

**Kaiser Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/24/2020	Transfer from a Hospital	Urgent	Kaiser Hospice	6513 MELROSE DRIVE NORTH HIGHLANDS, CA 95660

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	5757 CYPRESS AVE #120 CARMICHAEL, CA 95608

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1117 23rd Street Sacramento, CA 95816

**Resident Information Query**

Sort By Resident Name

					<b>BS OF CALIFORNIA</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/24/2018	Transfer from a Hospital	Urgent	BS OF CALIFORNIA	2331 DOWNAR WAY SACRAMENTO, CA 95838	
					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/03/2020	Transfer from a SNF	Elective	Medi-cal	2100 BUTANO DR #5 SACRAMENTO, CA 95825	
					<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
01/26/2016	Transfer from a Hospital	Elective	Other Hospice - VITAS	6244 Hazel Avenue #116 ORANGEVALE, CA 95662	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
01/11/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5161 FOOTHILLS BLVD APT #120 ROSEVILLE, CA 95747	
					<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/08/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	7204 THOMAS DR NORTH HIGHLANDS, CA 95660	
					<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

04/03/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	10832 WALNUTWOOD WAY RANCHO CORDOVA, CA 95670		
						<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3040 GRANADA CT UNIT 30 CAMERON PARK, CA 95682		
						<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7477 AZIMUTH LN SACRAMENTO, CA 95842		
						<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2041 ROSE ARBOR DR SACRAMENTO, CA 95835		
						<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/22/2019	Transfer from a Hospital	Information Not Available	Medicare Part A	5804 ENGLE RD CARMICHAEL, CA 95608		
						<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	517 MT TAILAC COURT ROSEVILLE, CA 95747		
						<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Kaiser Senior</b>
09/29/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5545 MARCONI AVENUE APT #106 CARMICHAEL, CA 95608	
					<b>PDPM MANAGED CARE</b>
11/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3880 Coldwater Drive Rocklin, CA 95765	
					<b>PDPM MANAGED CARE</b>
06/08/2022	Transfer from a SNF	Urgent	PDPM MANAGED CARE - Kaiser Senior	CA	
					<b>Kaiser Hospice</b>
04/21/2018	Transfer from a Hospital	Urgent	Kaiser Hospice	3901 BANNISTER ROAD FAIR OAKS, CA 95628	
					<b>Kaiser Senior</b>
06/12/2019	Transfer from a Hospital	Urgent	Kaiser Senior	410 ROCKY POINT #5 ROSEVILLE, CA 95678	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

01/02/2018    Transfer from a Hospital    Urgent    Medicare Part A    3850 WRIGLEY CR NORTH HIGHLANDS, CA 95660

██████████    ██████████    ██████████    **Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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10/26/2022    Transfer from Other    Urgent    Medicare Part A    6316 MARSHALL DRIVE SACRAMENTO, CA 95842

**BLOCKUS, THOMAS**    **208314**    **PIN/307/B**    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/11/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior

██████████    ██████████    ██████████    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/04/2019    Transfer from a Hospital    Elective    Kaiser Senior    5948 MALEVILLE AVENUE CARMICHAEL, CA 95608

██████████    ██████████    ██████████    **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/10/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3917 LAKEVIEW DRIVE SHINGLE SPRINGS, CA 95682

██████████    ██████████    ██████████    **PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

09/08/2021 Transfer from a Hospital Elective PR 440 Davis Court #1111 Sanfrancisco, CA 94111

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 02/19/2020 Transfer from a Hospital Elective PDPM MANAGED CARE - United Healthcare 3016 MARLYNN STREET CARMICHAEL, CA 95608

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 05/20/2020 Transfer from a Hospital Elective PDPM MANAGED CARE - United Healthcare 4432 MARBLE WAY CARMICHAEL, CA 95608

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 10/07/2020 Transfer from a Hospital Urgent Kaiser Senior 9334 ELM AVE ORANGEVALE, CA 95662

**CP**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 04/04/2022 Transfer from a Hospital Elective CP 8820 LAGUNA STAR DRIVE ELK GROVE, CA 95758

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 07/11/2018 Transfer from a Hospital Urgent Kaiser Senior 7340 STOCK RANCH RD #61 CITRUS HEIGHTS, CA 95621

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/08/2021	Transfer from a Hospital	Elective	Medi-cal	8944 BEDFORD AVE FAIR OAKS, CA 95628	
					<b>Medi-cal</b>
10/01/2022	Transfer from a Hospital	Urgent	Medi-cal	4911 Arbor Drive Sacramento, CA 95834	
					<b>Other Hospice</b>
01/22/2020	Transfer from a Hospital	Urgent	Other Hospice - INTERIM	8028 Red pine court CITRUS HEIGHTS, CA 95620	
					<b>PDPM MANAGED CARE</b>
12/30/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2001 17th Ave San Francisco, CA 94103	
					<b>PDPM MANAGED CARE</b>
10/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5040 Whistlers Bend Way El Dorado Hills, CA 95762	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	



**Resident Information Query**

Sort By Resident Name

06/25/2020    Transfer from a Hospital    Urgent    Kaiser Senior    7340 STOCK RANCH RD # 14 Citrus Heights, CA 95621

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	9325 East Stockton Boulevard Elk Grove, CA 95624

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1250 SHADOW DR SHINGLE SPRINGS, CA 95682

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1250 SHADOW HAWK DR SHINGLE SPRINGS, CA 95682

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/07/2018	Transfer from a SNF	Urgent	Medi-cal	150 GLOBE AVE SACRAMENTO, CA 95815

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

01/04/2021    Transfer from a Hospital    Urgent    Medicare Part A    12225 CANYON LANDS DR RANCHO CORDOVA, CA 95742

**Commercial Like Medicare**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 02/14/2019    Transfer from a Hospital    Urgent    Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO    8965 CLIFFSIDE LANE FAIR OAKS, CA 95628

**Kaiser Traditional**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 01/10/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    4001 SOUTH WATT AVENUE APT#83 SACRAMENTO, CA 95826

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 04/23/2018    Transfer from a Hospital    Urgent    Medicare Part A    137 GUMTREE DR RANCHO CORDOVA, CA 95670

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 12/10/2018    Transfer from a Hospital    Urgent    Kaiser Senior    121 PAWTUCKET CT FOLSOM, CA 95630

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 11/25/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    2744 Aspen Valley Lane Sacramento, CA 95835

**Resident Information Query**

Sort By Resident Name

					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/15/2020	Transfer from a Hospital	Urgent	Kaiser Senior - Kaiser Senior	PO BOX 367 FAIR OAKS, CA 95628	

					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/13/2019	Transfer from a Hospital	Elective	Kaiser Senior	6503 EMERALD CT ROCKLIN, CA 95677	

					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/17/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	1393 VOLONNE DRIVE ROSEVILLE, CA 95747	

					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/26/2018	Transfer from a Hospital	Elective	Kaiser Traditional	4377 NEWLAND HEIGHTS DRIVE ROCKLIN, CA 95765	

					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/04/2022	Transfer from Other	Information Not Available	Medi-cal	2284 Stillwind Lane Rancho Cordova, CA 95670	

					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

01/01/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7614 WES WAY  
CITRUS  
HEIGHTS, CA  
95610

**Other Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/22/2011    Transfer from a Hospital    Urgent    Other Hospice    1801 EUREKA  
ROAD #40  
ROSEVILLE, CA  
95661

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
08/03/2022    Transfer from a Hospital    Urgent    Medicare Part A    6550  
DRIFTWOOD  
ST  
SACRAMENTO,  
CA 95831

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
01/29/2021    Transfer from a Hospital    Urgent    Kaiser Senior    8800 BOLD  
RULER WAY  
FAIR OAKS, CA  
95628

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
11/21/2021    Transfer from a Hospital    Elective    PDPM  
MANAGED  
CARE - Kaiser  
Senior    PO BOX 756  
DIAMOND  
SPRINGS, CA  
95619

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
05/02/2018    Transfer from a Hospital    Urgent    Kaiser Senior    9308  
REDWATER DR  
ANTELOPE, CA  
95843

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	8925 REDWATER DRIVE ANTELOPE, CA 95843

[Redacted] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/13/2019	Transfer from a Hospital	Urgent	Medicare Part A	8261 SUNBONNET DRIVE FAIR OAKS, CA 95628

[Redacted] Kaiser Senior

Date	Source	Type	Census Payer	Address
05/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7630 HAZEL AVENUE ORANGEVALE, CA 95662

[Redacted] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/19/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2059 BISHOP WAY LODI, CA 95242

[Redacted] PR

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/20/2018	Transfer from a Hospital	Urgent	PR	5788 SANDLEWOOD WAY ROSEVILLE, CA 95747

[Redacted] PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

04/16/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1017 ENWOOD RD ROSEVILLE, CA 95878

**Medi-cal**

**Admission Date** **Admission Source** **Admission Type** **Current Census Payer** **Previous Address**  
 12/12/2014 Transfer from Other Elective Medi-cal 6607 LINCOLN AVENUE CARMICHAEL, CA 95608

**Kaiser Senior**

**Admission Date** **Admission Source** **Admission Type** **Current Census Payer** **Previous Address**  
 04/07/2019 Transfer from a Hospital Urgent Kaiser Senior 206 ASHLEY AVENUE WOODLAND, CA 95695

**Kaiser Traditional**

**Admission Date** **Admission Source** **Admission Type** **Current Census Payer** **Previous Address**  
 05/25/2018 Transfer from a Hospital Urgent Kaiser Traditional 6630 BADGER CT SACRAMENTO, CA 95842

**PDPM MANAGED CARE**

**Admission Date** **Admission Source** **Admission Type** **Current Census Payer** **Previous Address**  
 04/21/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 4000 Bluff Road Placerville, CA 95667

**Kaiser GMC**

**Admission Date** **Admission Source** **Admission Type** **Current Census Payer** **Previous Address**  
 12/05/2019 Transfer from a Hospital Urgent Kaiser GMC 5244 FITZWILLIAM WAY SACRAMENTO, CA 95823

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6564 MISTY CREEK DRIVE CITRUS HEIGHTS, CA 95621	
					<b>Medicare Part A</b>
04/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	7501 SUNRISE BLVD CITRUS HEIGHTS, CA 95610	
					<b>Kaiser Senior</b>
07/24/2019	Transfer from a Hospital	Elective	Kaiser Senior	2525 DARWIN STREET SACRAMENTO, CA 95821	
					<b>Kaiser Senior</b>
11/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	216 TROLLEYVILLE CT ROSEVILLE, CA 95747	
					<b>Medicare Part A</b>
06/15/2020	Transfer from a Hospital	Urgent	Medicare Part A	1 PINACHE COURT SACRAMENTO, CA 95838	
					<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

07/21/2020    Transfer from a Hospital    Urgent    Medicare Part A    7227 BONITA WAY  
CITRUS HEIGHTS, CA 95610

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    **Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/11/2022    Transfer from a Hospital    Elective    Kaiser Traditional    3820 Deer Walk Way  
Antelope, CA 95843

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    **PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/31/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3153 OVERTON WAY  
Roseville, CA 95747

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    **PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/08/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    4150 Stillmeadow Way  
Sacramento, CA 95821

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    **Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/06/2020    Transfer from a Hospital    Urgent    Kaiser Senior    8685 GREENBACK LANE # 204  
ORANGEVALE, CA 95662

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    **Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**



**Resident Information Query**

Sort By Resident Name

04/21/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5800 HAMILTON STREET APT 192 SACRAMENTO, CA 95842

[Redacted]    [Redacted]    [Redacted]    [Redacted]    [Redacted]    **PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/18/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    4123 Cree Way Antelope, CA 95843

[Redacted]    [Redacted]    [Redacted]    [Redacted]    [Redacted]    **Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/10/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    1949 ANNADALE LANE ROOM #38 Sacramento, CA 95821

[Redacted]    [Redacted]    [Redacted]    [Redacted]    [Redacted]    **Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/28/2019    Transfer from a Hospital    Urgent    Kaiser Senior    2021 COLONNADE WAY ELVERTA, CA 95626

[Redacted]    [Redacted]    [Redacted]    [Redacted]    [Redacted]    **Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/30/2017    Transfer from a Hospital    Urgent    Kaiser Senior    3341 MARINA COVE CIRCLE ELK GROVE, CA 95758

[Redacted]    [Redacted]    [Redacted]    [Redacted]    [Redacted]    **Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

**Resident Information Query**

Sort By Resident Name

06/27/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    5528DATE AVE  
UNIT B  
SACRAMENTO,  
CA 95842

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
10/10/2021    Transfer from a Hospital    Elective    Medicare Part A    2642 Rio Bravo  
Circle  
Sacramento,  
CA 95826

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
05/17/2018    Transfer from a Hospital    Urgent    Medi-cal    2642 RIO  
BRABO CIRCLE  
SACRAMENTO,  
CA 95826

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
02/03/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6017 WINDING  
WAY #235  
CARMICHAEL,  
CA 95608

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
10/31/2021    Transfer from a Hospital    Elective    PDPM  
MANAGED  
CARE - Kaiser  
Senior    7040 FRONT  
STREET  
RIO LINDA, CA  
95673

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
12/19/2022    Transfer from a Hospital    Urgent    Medicare Part A    6131 Hillsdale  
Boulevard  
Sacramento,  
CA 95842

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/26/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - BS OF CALIFORNIA	1131 C Street Sacramento, CA 95814	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/24/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8585 Fawn Hill Court Auburn, CA 95603	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/13/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	125 Ledbury Court Roseville, CA 95747	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/20/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2427 CORDOVA LN RANCHO CORDOVA, CA 95670	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/29/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	8301 Almadine Drive Sacramento, CA 95829	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

**Sort By** Resident Name

07/15/2021    Transfer from a Hospital    Elective    Medicare Part A    4171 MARBLE RIDGE RD  
EL DORADO HILLS, CA 95762

[REDACTED]

[REDACTED]

[REDACTED]

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/13/2019    Transfer from a Hospital    Urgent    Kaiser Senior    27 NEVADA WAY  
OLIVEHURST, CA 95961

[REDACTED]

[REDACTED]

[REDACTED]

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/26/2019    Transfer from a Hospital    Urgent    Kaiser GMC    5300 MACK RD #232  
SACRAMENTO, CA 95823

[REDACTED]

[REDACTED]

[REDACTED]

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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06/16/2022    Transfer from a Hospital    Elective    Medicare Part A    4540 San Sebastian Way  
Sacramento, CA 95823

[REDACTED]

[REDACTED]

[REDACTED]

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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07/24/2018    Transfer from a Hospital    Urgent    Medicare Part A    6200 COYLE AVENUE  
CARMICHAEL, CA 95608

[REDACTED]

[REDACTED]

[REDACTED]

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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07/31/2019    Transfer from a Hospital    Urgent    Kaiser Senior    2157 PROMONTORY POINT LANE  
GOLD RIVER, CA 95670

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/28/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1510 STRADER AVE. SACRAMENTO, CA 95815	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/19/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6024 Canvasback Lane Citrus Heights, CA 95621	<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/28/2020	Transfer from a Hospital	Urgent	Medicare Part A	6937 GRAND TREE LN CITRUS HEIGHTS, CA 95621	<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	25 BRENTFORD CR SACRAMENTO, CA 95823	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1075 Fulton Avenue #204 Sacramento, CA 95825	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

02/28/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    7979 Deer Lake Drive Sacramento, CA 95823

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 02/23/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    811 MICHAEL POINT CT EL DORADO HILLS, CA 95762

**Kaiser Traditional**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 03/03/2018    Transfer from a Hospital    Urgent    Kaiser Traditional    4605 DON JULIO BLVD SACRAMENTO, CA 95835

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 07/15/2019    Transfer from a Hospital    Urgent    Medi-cal    PO BOX 2363 ORANGEVALE, CA 95662

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 09/27/2022    Transfer from a Hospital    Urgent    Medicare Part A    1521 Madrone Avenue West Sacramento, CA 95691

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 09/07/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7650 PINERIDGE LANE FAIR OAKS, CA 95628

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/09/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5757 CYPRESS AVE # 167 Carmichael, CA 95608	<b>Kaiser Senior</b>
02/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8954 CHERRY AVE ORANGEVALE, CA 95662	<b>Kaiser Senior</b>
03/17/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7373 Rochelle Way Fair Oaks, CA 95628	<b>PDPM MANAGED CARE</b>
08/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4830 EAGLE PEAK CT ANTELOPE, CA 95843	<b>Kaiser Senior</b>
02/08/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6101 COYLE AVENUE CARMICHAEL, CA 95608	<b>Kaiser Senior</b>
					<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

05/22/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9109 RIVER LOOK LANE FAIR OAKS, CA	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7772 OLD AUBURN ROAD CITRUS HEIGHTS, CA 95610	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/14/2018	Clinic Referral	Urgent	Kaiser Senior	29 SOUTH QUEBEC STREET SAN MATEO, CA 94401	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5716 SHADOW CREEK DR APT #2 SACRAMENTO, CA 95841	
					<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/20/2020	Transfer from a Hospital	Urgent	Other Hospice - Bristol Hospice	5544 RUBION CIRCLE Citrus Heights, CA 95610	
					<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/12/2015	Transfer from a Hospital	Urgent	Medi-cal	1812 VESTA WAY SACRAMENTO, CA 95864	



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1812 VESTA WAY SACRAMENTO, CA 95864	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/02/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5825 SHADOWBROOK WAY FAIR OAKS, CA 95628	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4415 ROLLING ROCK WAY CARMICHAEL, CA 95608	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/10/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2911 NORCADE CR APT 1 SACRAMENTO, CA 95826	<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/12/2018	Transfer from a Hospital	Urgent	Medicare Part A	12080 Runswick ct Rancho Cordova, CA 95691	<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Medi-cal</b>

**Resident Information Query**

Sort By Resident Name

02/13/2017    Transfer from a Hospital    Urgent    Medi-cal    2228 AVALON DRIVE  
SACRAMENTO, CA 95864

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
02/13/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1660 3RD STREET  
LINCOLN, CA 95648

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
12/16/2020    Transfer from a Hospital    Urgent    Kaiser Senior    3304 OFERRELL DRIVE  
Sacramento, CA 95815

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
08/06/2022    Transfer from a Hospital    Urgent    Medi-cal    8723 BLYTHE AVE  
ORANGEVALE, CA 95662

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
05/11/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3809 GALBRATH DRIVE  
NORTH HIGHLANDS, CA 95660

**Commercial Like Medicare**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
12/29/2017    Transfer from a Hospital    Urgent    Commercial Like Medicare - United Healthcare    4290 WILD WAY  
CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3950 EVELYN AVE 3A ROCKLIN, CA 95677	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/16/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	7041 CALVIN DR CITRUS HEIGHTS, CA 95621	<b>Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/26/2022	Transfer from a Hospital	Elective	Medi-cal	1531 WATERWHEEL DRIVE #9 SACRAMENTO, CA 95833	<b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1935 Wright Street Sacramento, CA 95825	<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/27/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4053 Wheelen Ave rio Linda, CA 95660	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

03/25/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7131 32ND STREET NORTH HIGHLANDS, CA 95660	
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**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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08/08/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2940 CARRADALE DRIVE ROSEVILLE, CA 95661	
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**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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07/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	8240 ROCKBERRY WAY Antelope, CA 95843	
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**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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09/08/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	2215 Amherst Way El Dorado Hills, CA 95762	
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**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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10/21/2021	Transfer from a Hospital	Elective	Medicare Part A	101 E COLONIAL CT ROSEVILLE, CA 95661	
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**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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01/05/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4410 SHADY OAK WAY FAIR OAKS, CA 95628	
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/29/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Hills Physicians	1530 LOS MOLINOS WAY SACRAMENTO, CA 95864	<b>PDPM MANAGED CARE</b>
08/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	108 Ivy Arbor Court Lincoln, CA 95648	<b>PDPM MANAGED CARE</b>
12/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4027 23RD AVE #G SACRAMENTO, CA 95820	<b>Kaiser Senior</b>
11/01/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3160 Bakula Way Sacramento, CA 95864	<b>PDPM MANAGED CARE</b>
08/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2170PEBBLEST ONE LANE LINCOLN, CA 95645	<b>Kaiser Senior</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

02/09/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 2439 46th Avenue San Francisco, CA 94116

**Kaiser GMC**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/30/2021 Transfer from a Hospital Urgent Kaiser GMC 1937 El Monte Avenue Sacramento, CA 95815

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/02/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 5601 NATOMAS BLVD #23313 SACRAMENTO, CA 95835

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

10/29/2019 Transfer from a Hospital Urgent Kaiser Traditional 100 STERLING COURT ROSEVILLE, CA 95661

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/04/2022 Transfer from a Hospital Urgent PDPM MANAGED CARE - Kaiser Senior 6195 66th Avenue Apt 36 Sacramento, CA 95823

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/08/2019 Transfer from a Hospital Urgent Kaiser Senior 5228 HEATHER RRANCH WAY RANCHO CORDOVA, CA 95742

**CAPPS, INEZ**

**207653**

**PUR/603/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/18/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7575 MADISON AVE #117 CITRUS HEIGHTS, CA 95610	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/15/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4735 SALEM WAY CARMICHAEL, CA 95608	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/15/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7251 CROSS DR CITRUS HEIGHTS, CA 95610	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/19/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Health Net	5601 NATOMAS BLVD APT 15113 SACRAMENTO, CA 95835	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/25/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Conifer	5542 Haskell Avenue Carmichael, CA 95608	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	





**Resident Information Query**

Sort By Resident Name

01/07/2018    Transfer from a Hospital    Urgent    Kaiser Senior    787 FOXTROTTER WAY GALT, CA 95632

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/11/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5410 Vin Rose Court Citrus Heights, CA 95610

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	3740 Bleden Sacramento, CA 95838

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	4406 ALDERWOOD WAY SACRAMENTO, CA 95864

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/01/2019	Transfer from a Hospital	Urgent	Medi-cal	1832 JAMESTOWN DRIVE SACRAMENTO, CA 95815

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/18/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7513 PINTAIL CR CIRTUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
05/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2920 EDISON AVE SACRAMENTO, CA 95821	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	165 PARK DR ROSEVILLE, CA 95678	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
08/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2717 SUTTERVILLE RD SACRAMENTO, CA 95820	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/29/2022	Transfer from a Hospital	Urgent	Medicare Part A	9047 Pembridge Drive Elk Grove, CA 95624	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
05/19/2019	Transfer from a Hospital	Elective	Kaiser Senior	5324 NYODA WAY CARMICHAEL, CA 95608	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

08/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3425 PALASTINE LANE CARMICHAEL, CA 95609		
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5601 NATOMAS BLVD SACRAMENTO, CA 95835		
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/14/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2180 BEATTY WAY ROSEVILLE, CA 95747		
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/17/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2008 JOAN WAY SACRFAMENTO, CA 95825		
						<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	5161 FOOTHILLS BLV #107 ROSEVILLE, CA		
						<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	9808 FAIR OAKS BLVD FAIR OAKS, CA 95628		
						<b>Other Hospice</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/03/2013	Transfer from a Hospital	Elective	Other Hospice - Interim Hospice	2600 MISSION AVENUE CARMICHAEL, CA 95608	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5021 SAGAN CT CAMERON PARK, CA 95682	
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/03/2021	Transfer from a Hospital	Elective	Kaiser Traditional	7900 PEDRICK ST SACRAMENTO, CA 95823	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/05/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	141 Aldeburgh Circle Sacramento, CA 95834	
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/17/2019	Transfer from a Hospital	Elective	Kaiser Traditional	5208 MYRTLE AVE SACRAMENTO, CA 95841	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

08/18/2018    Transfer from a Hospital    Urgent    Kaiser Senior    5606 MONTCLAIR CIR ROCKLIN, CA 95677

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 08/04/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - HEALTHNET    140 Fargo Way Folsom, CA 95630

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 05/03/2022    Transfer from a Hospital    Elective    Medicare Part A    4216 Savoie Court Loomis, CA 95650

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 12/17/2018    Transfer from Other    Elective    Kaiser Senior    2201 HOWE AVENUE APT #56 SACRAMENTO, CA 95825

**Kaiser Traditional**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/23/2021    Transfer from a Hospital    Elective    Kaiser Traditional    3600 Churn Creek Road Redding, CA 96002

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 07/14/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1009 Santiago Avenue Sacramento, CA 95815

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6846 TROVITA WAY CITRUS HEIGHTS, CA 95610	<b>Kaiser Senior</b>
06/24/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	920 STONEMAN WAY El Dorado Hills, CA 95762	<b>Kaiser Traditional</b>
09/24/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3415 MAYHEW RD #46 SACRAMENTO, CA 95827	<b>Kaiser Senior</b>
07/29/2019	Transfer from a Hospital	Urgent	CP	6025 LANDIS AVE CARMICHAEL, CA 95608	<b>CP</b>
02/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1030 Palomino Place Placerville, CA 95667	<b>PDPM MANAGED CARE</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

06/14/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    6725 Almond Avenue Orangevale, CA 95662

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/20/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5700 GRASSINGTON LANE SACRAMENTO, CA 95835

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/10/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - United Healthcare    410 Lanfranco Circle Sacramento, CA 95835

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/02/2018    Transfer from a Hospital    Elective    Kaiser Senior    150 RIVERVIEW DRIVE OROVILLE, CA 95966

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/11/2020    Transfer from a Hospital    Urgent    Kaiser Senior    131 DAVIS AVE SACRAMENTO, CA 95823

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/07/2021    Transfer from a Hospital    Elective    Kaiser Traditional    555 DOWNIE STREET YUBA CITY, CA 95991

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	8453 SCENIC VISTA WAY Fair Oaks, CA 95628	
					<b>Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/30/2021	Transfer from a Hospital	Urgent	Kaiser Traditional	6920 SPECKLE WAY SACRAMENTO, CA 95842	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4629 MARCONI AVE APT 104 SACRAMENTO, CA 95821	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5400 AUBURN BLVD APT#110 SACRAMENTO, CA 95841	
					<b>Medi-cal</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/09/2021	Transfer from a Hospital	Elective	Medi-cal	5500 BLUE OAK RANCH RD AUBURN, CA 95602	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/17/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4620 CREEK RD SACRAMENTO, CA 95841	



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/30/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6626 50th Street Sacramento, CA 95823	<b>PDPM MANAGED CARE</b>
09/04/2021	Transfer from a Hospital	Elective	PR	3751 KNIGHTLANGE R ST SACRAMENTO, CA 95838	<b>PR</b>
10/17/2022	Transfer from a SNF	Urgent	Medi-cal	6 Starview Court Sacramento, CA 95823	<b>Medi-cal</b>
10/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1250 ORCHID DRIVE APT #302 ROCKLIN, CA 95765	<b>PDPM MANAGED CARE</b>
07/26/2018	Transfer from a Hospital	Urgent	PR	2613 INDEPENDENCE AVE. WEST SACRAMENTO, CA 95691	<b>PR</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5429 Maidstone Way Citrus Heights, CA 95621	
					<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/19/2021	Transfer from a Hospital	Elective	Medicare Part A	4100 SCRANTON CR CARMICHAEL, CA 95608	
					<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/12/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9150 TORINO WAY Sacramento, CA 95829	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2069 DUBLIN DRIVE SAN PABLO, CA 94806	
					<b>Other Hospice</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/28/2020	Transfer from a SNF	Elective	Other Hospice - VITAS Hospice	7084 CANEVALLEY CR CITRUS HEIGHTS, CA 95621	
					<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

11/18/2020 Transfer from a SNF Elective Kaiser Senior 5901 AUBURN BLVD SPACE D Citrus Heights, CA 95621

[Redacted] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2020	Transfer from a Hospital	Urgent	Medicare Part A	1232 VOLLONNE DRIVE Roseville, CA 95747

[Redacted] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/28/2022	Transfer from a Hospital	Information Not Available	Medicare Part A	8949 RAMSTAD AVE FAIR OAKS, CA 95628

[Redacted] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/17/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2101 ZURLO WAY #8106 SACRAMENTO, CA 95835

[Redacted] Medi-cal

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/01/2020	Transfer from a Hospital	Urgent	Medi-cal	3020 CRESTWOOD WAY ROCKLIN, CA 95765

[Redacted] PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/23/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	7342 HUNTINGTON SQ LN #117 CITRUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
12/15/2019	Transfer from a Hospital	Elective	Kaiser Senior	2241 BAYHORSE LANE SACRAMENTO, CA 95835	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
12/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	316 ALSACE COURT ROSEVILLE, CA 95747	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Other Hospice</b>
09/22/2022	Transfer from a Hospital	Urgent	Other Hospice - Sutter Hospice	6428 Terra Way Citrus Heights, CA 95610	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Other Hospice</b>
12/16/2020	Transfer from a Hospital	Urgent	Other Hospice - VITAS Hospice	5307 MARCONI AVE APT 54 CARMICHAEL, CA 95608	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
07/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2552 GARFIELD AVE CARMICHAEL, CA 95608	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

**Resident Information Query**

Sort By Resident Name

10/20/2019    Transfer from a Hospital    Urgent    Kaiser Senior    2552 GARFIELD AVE  
CARMICHAEL, CA 95608

[REDACTED]

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/13/2022    Transfer from a Hospital    Elective    Medicare Part A    3301 Cimmarron Road APT85H  
Cameron Park, CA 95682

[REDACTED]

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/07/2020    Transfer from a Hospital    Elective    Medicare Part A    3327 CLUB LANE  
SACRAMENTO, CA 95821

[REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/06/2019    Transfer from a Hospital    Urgent    Kaiser Senior    4706 AMBER LANE  
SACRAMENTO, CA 95841

[REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/29/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1834 WALNUT AVENUE  
CARMICHAEL, CA 95608

[REDACTED]

**PR**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/30/2022    Transfer from a Hospital    Urgent    PR    5748 CLEARWATER DRIVE  
SACRAMENTO, CA 95841

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	CP
11/23/2022	Transfer from a Hospital	Elective	CP	P.O. BOX 41699 Sacramento, CA 95841	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Kaiser Senior
06/12/2018	Transfer from a Hospital	Elective	Kaiser Senior	8572 KROGH CT ORANGEVALE, CA 95662	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Medicare Part A
09/30/2022	Transfer from a Hospital	Urgent	Medicare Part A	3214 Bowser Avenue Fort Wayne, IN 46806	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Medicare Part A
07/28/2022	Transfer from a Hospital	Urgent	Medicare Part A	428 South Lassen Street Willows, CA 95988	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Kaiser Traditional
07/16/2021	Transfer from a Hospital	Elective	Kaiser Traditional	PO BOX 1325 ELVERTA, CA 95626	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PDPM MANAGED CARE
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**Resident Information Query**

Sort By Resident Name

02/20/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    4766 PASADENA AVENUE SACRAMENTO, CA 95841

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/15/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7824 SUNGARDEN AVENUE CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	8438 Elam Creek Court Orangevale, CA 95662

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/28/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4361 GLENRIDGE DR CARMICHAEL, CA 95608

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/28/2022	Transfer from a Hospital	Elective	Medicare Part A	2120 Butano Drive Apt #56 Sacramento, CA 95825

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	6587 PACHECO WAY CITRUS HEIGHTS, CA 95610

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Kaiser Senior</b>
05/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8937 QUAIL HILL WAY FAIR OAKS, CA 95628	
					<b>Kaiser Senior</b>
05/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	231 WEST M ST RIO LINDA, CA 95673	
					<b>Medicare Part A</b>
06/04/2021	Transfer from a Hospital	Elective	Medicare Part A	6348 Trenton Way Citrus Heights, CA 95621	
					<b>Kaiser Senior</b>
05/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7100 RANCHO VERDE LANE LOOMIS, CA 95650	
					<b>Kaiser Traditional</b>
04/01/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	1720 CREEKSIDE DRIVE #2103 FOLSOM, CA 95630	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	



**Resident Information Query**

Sort By Resident Name

09/29/2018    Transfer from a Hospital    Elective    Medicare Part A    5142 FINNEY CT  
CARMICHAEL, CA 95608

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/08/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	7408 STOCK RANCH ROAD CITRUS HEIGHTS, CA 95621

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/01/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	647 Haggin Avenue Sacramento, CA 95833

**COOK, DONNA A**

**206743**

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/21/2018	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 22 PARADISE, CA 95967

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/21/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7593 TWIN OAKS AVE CITRUS HEIGHTS, CA 95610

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/21/2019	Transfer from a Hospital	Urgent	Kaiser GMC	5743 VERDUE CRUZ WAY SACRAMENTO, CA 95841

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4514 WANDERLUST LOOP ROSEVILLE, CA 95747	
					<b>Kaiser Traditional</b>
01/21/2020	Transfer from a Hospital	Elective	Kaiser Traditional	1181 FULTON AVE APT 24 SACRAMENTO, CA 95825	
					<b>Kaiser Senior</b>
12/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	10 NEIL COURT SACRAMENTO, CA 95831	
					<b>Kaiser Senior</b>
08/02/2020	Transfer from a Hospital	Information Not Available	Kaiser Senior	1640 8TH AVENUE SACRAMENTO, CA 95818	
					<b>Kaiser Senior</b>
06/13/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6187 OAK LAKES LANE CITRUS HEIGHTS, CA 95621	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

07/02/2020    Transfer from a Hospital    Urgent    Kaiser Senior    5953 CROWDER WAY  
1550 3RD STREET, CA  
95842

[REDACTED]

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/20/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2772 Oakmont Street Sacramento, CA 95815

[REDACTED]

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	10529 MILLS ACRES CIRCLES RANCHO CORDOVA, CA 95670

[REDACTED]

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/30/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2440 GARFIELD AVENUE APT #B24 CARMICHAEL, CA 95608

[REDACTED]

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/12/2020	Transfer from a Hospital	Elective	Kaiser Senior	P.O. BOX 2927 CITRUS HEIGHTS, CA 95611

[REDACTED]

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

03/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 2927 CITRUS HEIGHTS, CA 95611		
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/28/2020	Transfer from a Hospital	Elective	Kaiser Senior	5601 NATOMAS BLVD APT 15303 SACRAMENTO, CA 95835		
						<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/27/2021	Transfer from a Hospital	Urgent	Medicare Part A	250 Lynd Way Dixon, CA 95620		
						<b>Kaiser Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/13/2021	Transfer from a Hospital	Elective	Kaiser Hospice	9216 Premier Way Sacramento, CA 95826		
						<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
12/06/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6505 CHANNING DRIVE NORTH HIGHLANDS, CA 95660		
						<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
11/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4768 OAK TWIG WAY CARMICHAEL, CA 95608		

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PR
04/29/2020	Transfer from a Hospital	Urgent	PR	4020 LUXOR LANE Roseville, CA 95746	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Medicare Part A
02/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	4789 MANZANITA AVE APT 5 CARMICHAEL, CA 95608	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PDPM MANAGED CARE
06/15/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7013 Winlock Avenue Citrus Heights, CA 95621	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Other Hospice
07/08/2021	Transfer from a Hospital	Elective	Other Hospice - VITAS Hospice	378 Hansen Circle FOLSOM, CA 95630	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Kaiser Senior
10/31/2019	Transfer from a Hospital	Elective	Kaiser Senior	200 SHELBY RANCH RD APT 2 SACRAMENTO, CA 95864	

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Kaiser GMC

**Resident Information Query**

Sort By Resident Name

04/27/2021	Transfer from a Hospital	Elective	Kaiser GMC	3843 BELLE CREEK WAY ANTELOPE, CA	
					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/23/2018	Transfer from a Hospital	Urgent	Medi-cal	5602 KENNETH AVE CARMICHAEL, CA 95608	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/21/2018	Transfer from a Hospital	Urgent	Kaiser Senior	917 SONOMA WAY SACRAMENTO, CA 95815	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/01/2022	Transfer from a Hospital	Urgent	Medicare Part A	5180 Sorenson Way Antelope, CA 95843	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/17/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	8416 ANCHO WAY ELVERTA, CA 95626	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
11/09/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Humana	7271 Havenside Drive Sacramento, CA 95831	
					<b>Kaiser Senior</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/13/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2835 ORLY CT LINCOLN, CA 95648



Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/25/2018	Transfer from a Hospital	Urgent	Medicare Part A	3939 WALNUT AVE #196 CARMICHAEL, CA 95608



**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/30/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	8230 Phasis Court Elverta, CA 95626



**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/28/2021	Transfer from a Hospital	Elective	Medi-cal	3589 KIMBERLY ROAD CAMERON PARK, CA 95682



**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/17/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1075 FULTON AVE SACRAMENTO, CA 95828



**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	500 17TH ST WEST SACRAMENTO, CA 95691

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
10/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4759 BELLUE STREET CARMICHAEL, CA 95608	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
07/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	4869 Crestview Drive Carmichael, CA 95608	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
07/12/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5508 RUBION CIRCLE CITRUS HEIGHTS, CA 95610	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
03/11/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1101 STONE CANYON DRIVE #1331 ROSEVILLE, CA 95661	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
09/20/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2723 H STREET APT #59 SACRAMENTO, CA 95816	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	



**Resident Information Query**

Sort By Resident Name

07/15/2022 Transfer from a Hospital Urgent PR 216 FRANKWOOD DR FOLSOM, CA 95630

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/27/2019	Transfer from a Hospital	Elective	Medicare Part A	Butano Country Club Manor RM#43 SACRAMENTO, CA 95825

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/30/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	515 P STREET SACRAMENTO, CA 95814

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/23/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	6408 PALM DR CARMICHAEL, CA 95608

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/24/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1712 HALFAX WAY EL DORADO HILLS, CA 95762

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/20/2021	Transfer from a Hospital	Elective	Medicare Part A	PO BOX 16 DOBBINS, CA 95935

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/10/2022	Transfer from a Hospital	Urgent	Medicare Part A	1515 Salmon Falls Road El Dorado Hills, CA 95762	
					<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/29/2019	Transfer from a Hospital	Elective	Kaiser GMC	1924 JULIESSE AVE SACRAMENTO, CA 95815	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/07/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2681 CAMERON PARK #13 CAMERON PARK, CA 95682	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9508 ROSSPORT WAY ELK GROVE, CA 95624	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/29/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	7914 SENECA WAY ANTELOPE, CA 95843	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

05/24/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1853 RIDGEVIEW DRIVE ROSEVILLE, CA 95661

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2081 Thornecroft Lane Roseville, CA 95747

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/18/2018	Transfer from a Hospital	Urgent	PR	7414 FARMGATE WAY CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	10109 LA GLORIA WAY RANCHO CORDOVA, CA 95670

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/28/2022	Transfer from a Hospital	Elective	Medicare Part A	8201 Sunland Court Citrus Heights, CA 95610

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

11/11/2019	Transfer from a Hospital	Urgent	Kaiser GMC	9401 LAGUNA LAKE WAY ELK GROVE, CA 95758	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4141 TRESLER AVE NORTH HIGHLANS, CA 95660	
					<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/09/2018	Transfer from a Hospital	Urgent	PR	8022 RIDGEGLEN WAY FAIR OAKS, CA 95628	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/22/2021	Transfer from a Hospital	Elective	Medicare Part A	6537 SAINT JAMES DRIVE CARMICHAEL, CA 95608	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/21/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	22 CADILLAC DR SACRAMENTO, CA 95825	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5525 Coral Creek Way Elk Grove, CA 95758	

**Resident Information Query**

Sort By Resident Name

<b>DAVIS, WINONA K</b>					<b>207002</b>	<b>PUR/801/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/26/2019	Transfer from a Hospital	Urgent	Medicare Part A	20371 HWY 88 SPACE #28 PINE GROVE, CA 95665			

<b>DAVY, FRANCES</b>					<b>205642</b>	<b>PIN/312/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
10/02/2016	Transfer from a Hospital	Urgent	Other Hospice - Bristol Hospice	4219 AUSTIN ST SACRAMENTO, CA 95838			

<b>DAWSON, MARY L.</b>					<b>204760</b>	<b>GRE/510/C</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/23/2018	Transfer from a Hospital	Elective	Medi-cal	3950 MACK RD SP 69 SACRAMENTO, CA 95823			

<b>DAY, CHARLES</b>					<b>207181</b>	<b>PUR/603/B</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
09/17/2019	Transfer from a Hospital	Urgent	Kaiser GMC	4811 44TH STREET SACRAMENTO, CA 95820			

<b>DAY, MICHAEL F</b>					<b>205764</b>	<b>BLU/701/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
06/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4441 SHADY OAK WAY FAIROAKS, CA 95628			

[REDACTED]					[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

06/29/2019 Transfer from a Hospital Urgent Kaiser Senior 8260 ROYAL OAKS DRIVE GRANITE BAY, CA 95746

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/11/2022 Transfer from a SNF Elective PDPM MANAGED CARE - United Healthcare 3900 47th Avenue #69 Sacramento, CA 95820

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/05/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 2581 Maryal Drive Sacramento, CA 95821

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

02/20/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 8948 Central Avenue Orangevale, CA 95662

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/03/2020 Transfer from a Hospital Urgent Kaiser Traditional 10335 AMADOR STREET JACKSON, CA 95642

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/28/2020 Transfer from a Hospital Urgent Kaiser Senior 2112 HAMLET PLACE CARMICHAEL, CA 95608

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5113 PHOENIX EAST COURT FAIR OAKS, CA 95628

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2022	Transfer from a Hospital	Elective	Medicare Part A	3900 Villa Court Fair Oaks, CA 95628

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6939 Lewiston Way Sacramento, CA 95828

**CP**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/29/2018	Transfer from a Hospital	Urgent	CP	1608 PORTSMOUTH AVE WEST SACRAMENTO, CA 95969

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1263 DOWNIEVILLE DR EL DORADO HILLS, CA 95762

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

01/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5801 TOPP COURT CARMICHAEL, CA 95608	
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[REDACTED] PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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09/13/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Hills Physicians	1436 Spring Valley Drive Roseville, CA 95661	
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[REDACTED] PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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12/01/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6394 Palm Avenue Carmichael, CA 95608	
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[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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02/23/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2500 DENNISON DRIVE DAVIS, CA 95616	
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[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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01/30/2021	Transfer from a Hospital	Urgent	Kaiser Senior	26 HANOVER STREET CITRUS HEIGHTS, CA 95621	
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[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
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01/31/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3400 REDDING AVE SACRAMENTO, CA 95820	
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**Resident Information Query**

Sort By Resident Name

					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/03/2018	Transfer from a Hospital	Urgent	Medicare Part A	7418 STOCK RANCH RD #2102 CITRUS HEIGHTS, CA 95610	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/08/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	10824 FAIR OAKS BLVD APT #147 FAIR OAKS, CA 95628	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
10/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2329 Q STREET RIO LINDA, CA 95673	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
08/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	204 TRAVOIS COURT RESCUE, CA 95672	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
01/10/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4800 WESTLAKE PKWAY UNIT#1909 SACRAMENTO, CA 95835	
					<b>Medicare Part A</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/22/2022	Transfer from a Hospital	Elective	Medicare Part A	3939 West Walnut Avenue Carmichael, CA 95608

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/01/2018	Transfer from a Hospital	Urgent	Medi-cal	2578 NEW CREEK DR APT 187 SACRAMENTO, CA 95833

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/07/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8120 Poulson Street Citrus Heights, CA 95610

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/02/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMENTO	8181 FOLSOM BLVD SP 158 SACRAMENTO, CA 95826

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/16/2019	Transfer from a Hospital	Elective	Kaiser Senior	5308 U STREET SACRAMENTO, CA 95817

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/17/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7729 WINTER SNOW CT. NEWCASTLE, CA 95655

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/22/2021	Transfer from a Hospital	Elective	Medicare Part A	6209 Cole Avenue Carmichael, CA 95608	<b>Medicare Part A</b>
04/20/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2369 SABINE WAY RANCHO CORDOVA, CA 95670	<b>Kaiser Senior</b>
07/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	8753 BRIGHAM WAY SACRAMENTO, CA 95826	<b>Medicare Part A</b>
12/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5413 RAIMER WAY CARMICHAEL, CA 95608	<b>PDPM MANAGED CARE</b>
05/19/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2642 Bertella Road Cameron Park, CA 95682	<b>PDPM MANAGED CARE</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

06/17/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    2985 Rumsey Place West Sacramento, CA 95691

**Other Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 09/27/2022    Transfer from Other    Urgent    Other Hospice - Sutter Hospice    7339 Windbridge Drive Sacramento, CA 95831

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 12/29/2017    Transfer from a Hospital    Urgent    PR    3865 J STREET APT. 108 SACRAMENTO, CA 95816

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/23/2018    Transfer from a Hospital    Urgent    Medicare Part A    5821 BIRDCAGE STREET APT 277 CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 10/29/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    4103 Plateau Circle Cameron Park, CA 95682

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**

**Resident Information Query**

Sort By Resident Name

01/23/2020    Transfer from a Hospital    Urgent    Kaiser Senior    9200 MADISON AVE #187 ORANGEVALE, CA 95662

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

09/05/2018    Transfer from a Hospital    Urgent    Kaiser Senior    7012 KILKENNEY DR SACRAMENTO, CA 95842

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/15/2018    Transfer from a Hospital    Urgent    Medicare Part A    1780 CREEKSIDE DRIVE FOLSOM, CA 95630

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/20/2018    Transfer from a Hospital    Urgent    Kaiser Senior    2308 HEATHER GLEN LANE #10 RANCHO CORDOVA, CA 95670

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/02/2019    Transfer from a Hospital    Urgent    Kaiser Senior    4901 MELVIN DR CARMICHAEL, CA 95608

[REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]    [REDACTED]

**HealthNet**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/07/2018    Transfer from a Hospital    Urgent    HealthNet    274 NORTHWOOD DRIVE FOLSOM, CA 95630

**Resident Information Query**

Sort By Resident Name

					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
11/09/2021	Transfer from a Hospital	Elective	Medi-cal	368 1/2 Chamberlain Avenue Auburn, CA 95603	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
02/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	255 WALES DR APT 29 FOLSOM, CA 95630	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
04/17/2022	Transfer from a Hospital	Elective	Medicare Part A	3913 Horton Lane Carmichael, CA 95608	
					<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
06/05/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	6936 STANFORD OAK DR SACRAMENTO, CA 95842	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
06/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	6936 Stanford Oak Drive Sacramento, CA 95842	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

01/20/2018    Transfer from a Hospital    Urgent    Medicare Part A    2500 49TH AVENUE SACRAMENTO, CA 95822

**Commercial Like Medicare**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 07/16/2018    Transfer from a Hospital    Urgent    Commercial Like Medicare - HEALTHNET    8685 greenback lane orangevale, CA 95662

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 05/29/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3709 MILTON WAY NORTH HIGHLANDS, CA 95660

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 11/29/2018    Transfer from a Hospital    Urgent    Kaiser Senior    222 WILD OAK CT LINCOLN, CA 95648

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 07/23/2019    Transfer from a Hospital    Urgent    Medicare Part A    8311 CRESTMONT AVE CITRUS HEIGHTS, CA 95610

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 10/13/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3953 TULE STREET WEST SACRAMENTO, CA 95691

## Resident Information Query

Sort By Resident Name

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
06/07/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6205 Riverside Boulevard Sacramento, CA 95831	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
02/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	975 JONAS AVENUE SACRAMENTO, CA 95864	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7742 Leever Lane Orangevale, CA 95662	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/07/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5630 PECAN AVE ORANGEVALE, CA 95662	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/22/2022	Transfer from a Hospital	Urgent	Medicare Part A	5617 Layton Drive North Highlands, CA 95660	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	



**Resident Information Query**

Sort By Resident Name

01/03/2020    Transfer from a Hospital    Urgent    Kaiser Senior    2182 PILOT CREEK COURT GOLD RIVER, CA 95670

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/11/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    7408 CARRIAGE DRIVE CITRUS HEIGHTS, CA 95621

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/18/2018    Transfer from a Hospital    Urgent    Kaiser Senior    7418 STOCK RANCH APT 1107 CITRUS HEIGHTS, CA 95621

**Medi-cal**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/15/2019    Transfer from a Hospital    Urgent    Medi-cal    2424 HURLEY WAY APT 115 SACRAMENTO, CA 95825

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/11/2022    Transfer from a Hospital    Urgent    Medicare Part A    SACRAMENTO, CA 95821

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/19/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6004 LITTLE ROCK RD ROCKLIN, CA 95765

**Resident Information Query**

Sort By Resident Name

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/28/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2721 ARAMON DR. RANCHO CORDOVA, CA 95670

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/10/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4450 BRISBANE CIRCLE EL DORADO HILLS, CA 95762

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5409 LEEDS COURT CITRUS HEIGHTS, CA 95621

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/05/2019	Transfer from a Hospital	Elective	Kaiser Senior	5958 VIA CASITAS CARMICHAEL, CA 95608

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/27/2022	Transfer from a Hospital	Urgent	Medicare Part A	1720 Creekside Drive #914 Folsom, CA 95630

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6416 Graylock Lane North Highlands, CA 95660	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/12/2022	Transfer from a Hospital	Urgent	Medicare Part A	8609 West Haven Drive ORANGEVALE, CA 98541	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/25/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1701 CREEKSIDE DRIVE FOLSOM, CA 95630	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4316 FRANCIS AVENUE SEATTLE, WA 98103	
					<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/13/2021	Transfer from a Hospital	Elective	Kaiser Traditional	4309 FREITHE WAY ELK GROVE, CA 95758	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

09/20/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - United Healthcare 4050 WALNUT AVE CARMICHAEL, CA 95821

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 09/16/2020 Transfer from a Hospital Urgent PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO 628 LAKE FRONT DR # 19 Sacramento, CA 95831

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 11/20/2019 Transfer from a Hospital Urgent Medicare Part A PO BOX 1844 CARMICHAEL, CA 95609

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 10/07/2021 Transfer from Other Elective PDPM MANAGED CARE - Kaiser Senior 2410 ROYAL CREST DR, ESCONDIDO, CA 92025

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 11/04/2019 Transfer from a Hospital Urgent Kaiser Senior 6334 SORELL CT CITRUS HEIGHTS, CA 95621

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**  
 09/17/2020 Transfer from a Hospital Information Not Available Kaiser Traditional 6900 ALMOND AVE SPACE 113 Orangevale, CA 95949

**Resident Information Query**

Sort By Resident Name

					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
10/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	919 COMMONS DRIVE SACRAMENT, CA 95825	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
04/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6705 CARRWOOD ST ORANGEVALE, CA 95662	

					<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
06/07/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	3206 CANDACE STREET CARMICHAEL, CA 95608	

					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
04/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4133 HOVNANIAN DRIVE SACRAMENTO, CA 95834	

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/09/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	1139 COLOMA ROAD RANCH CORDOVA, CA 95670	

					<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

01/15/2020 Transfer from a Hospital Urgent PR 3939 WALNUT AVENUE APT #199 CARMICHAEL, CA 95608

[REDACTED] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/09/2019	Transfer from a Hospital	Urgent	Medicare Part A	8213 NORTHWIND WAY ORANGEVALE, CA 95662

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6205 GETTYSBURG LN CITRUS HEIGHTS, CA 95621

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/13/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7369 OLD AUBURN ROAD Citrus Heights, CA 95610

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	747 MAINE ST VALLEJO, CA 94590

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/10/2018	Transfer from a Hospital	Elective	Kaiser Senior	7720 PALMYRA DRIVE FAIR OAKS, CA 95628

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Kaiser Senior</b>
04/03/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4045 WHITNEY AVE SACRAMENTO, CA 95821	
					<b>Kaiser Senior</b>
12/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4904 PERCEPTIVE WAY SACRAMENTO, CA 95842	
					<b>PDPM MANAGED CARE</b>
04/30/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4840 Perina Way North Highlands, CA 95660	
					<b>Medi-cal</b>
09/27/2019	Transfer from a Hospital	Urgent	Medi-cal	2951 CALDERWOOD LANE #60 SACRAMENTO, CA 95821	
					<b>Kaiser Senior</b>
11/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2777 WESTVILLE TRAIL COOL, CA 95614	
					<b>Other Hospice</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/03/2020	Transfer from a SNF	Elective	Other Hospice - INTERIM	PO BOX 219 PLYMOUTH, CA 95669	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	2724 PANAY STREET Carmichael, CA 95608	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/21/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	2724 PANAY COURT CARMICHAEL, CA 95608	
					<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/02/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7418 Stock Ranch Road Citrus Heights, CA 95621	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	5308 Sandstone Street Carmichael, CA 95608	
					<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	



**Resident Information Query**

Sort By Resident Name

03/05/2020	Transfer from a Hospital	Urgent	Kaiser GMC	5743 Kenneth Avenue #1 CARMICHAEL, CA 95609	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	4717 ENGLE ROAD APT#221 CARMICHAEL, CA 95608	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/12/2019	Transfer from a Hospital	Urgent	Medicare Part A	5935 AUBURN BLVD SPACE #22 CITRUS HEIGHTS, CA 95621	
					<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	7552 FAIRWAY TWO AVE FAIR OAKS, CA 95628	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	713 NORWICH COURT SACRAMENTO, CA 95833	
					<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3830 WOODHUE WAY NORTH HIGHLANDS, CA 95660	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/01/2011	Transfer from a Hospital	Elective	Medi-cal	11516 GOLD COUNTRY BLVD GOLD RIVER, CA 95670	<b>Medi-cal</b>
05/21/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8709 CELERY CT ELK GROVE, CA 95624	<b>Kaiser Senior</b>
12/26/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	1788 Grazziani Way Roseville, CA 95661	<b>PDPM MANAGED CARE</b>
08/19/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Blue Shield	4748 SOLONG WAY FAT OAKS, CA 95628	<b>PDPM MANAGED CARE</b>
09/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7700 Whispering Palms Drive Sacramento, CA 95823	<b>PUR/603/B</b> <b>PDPM MANAGED CARE</b>
					<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

06/24/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    4169 Rose Creek Road Roseville, CA 95747

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/17/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1701 CREEKSIDE DRIVE #1107 FOLSOM, CA 95630

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/27/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    2245 Bridlewood Drive Rancho Cordova, CA 95670

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/07/2022    Transfer from a Hospital    Urgent    Medicare Part A    240 NERISSA COURT ROSEVILLE, CA 95661

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/10/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    6105 SUNSET BLVD APT #36 ROCKLIN, CA 95677

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/17/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    8048 Cornerstone Way Citrus Heights, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
02/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8685 GREENBACK LN #128 ORANGEVALE, CA 95662	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PDPM MANAGED CARE</b>
06/07/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8037 ROSSWOOD DRIVE CITRUS HEIGHTS, CA 95621	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
06/03/2018	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 687 RANCHO MURIETA, CA 95683	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
07/28/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1660 3RD STREET APT #201 LINCOLN, CA 95648	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
10/18/2021	Transfer from a Hospital	Elective	Medicare Part A	202 Dunbarton Circle Sacramento, CA 95825	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PDPM MANAGED CARE</b>

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6101 FAIR OAKS BLVD CARMICHAEL, CA 95608

[REDACTED] Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7418 STOCK RANCH ROAD APT 114 CITRUS HEIGHTS, CA 95621

[REDACTED] PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	174 Glenn Drive Folsom, CA 95630

[REDACTED] Kaiser Traditional

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/11/2019	Transfer from a Hospital	Elective	Kaiser Traditional	5131 ROMERO WAY FAIR OAKS, CA 95628

[REDACTED] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	8773 OAK AVE ORANGEVALE, CA 95662

[REDACTED] Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/12/2022	Transfer from a Hospital	Elective	Medicare Part A	2426 Garfield Avenue Carmichael, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
10/03/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2709 BURRELTON WAY ROSEVILLE, CA 95661	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
08/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	420 SKYVIEW DRIVE NEWCASTLE, CA 95658	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PDPM MANAGED CARE</b>
12/02/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5200 38th Avenue Sacramento, CA 95824	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
09/27/2018	Transfer from a Hospital	Urgent	Medicare Part A	681 CORONADO BOULEVARD SACRAMENTO, CA 95864	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
07/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	500 W RANCH VIEW DRIVE ROCKLIN, CA 95765	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

## Resident Information Query

Sort By Resident Name

01/15/2020	Transfer from a Hospital	Urgent	Medicare Part A	3233 CABRIOLET COURT CARMICHAEL, CA 95608	
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**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/27/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - United Healthcare	8476 SHELDON RD APT #112 ELK GROVE, CA 95624	

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/09/2022	Transfer from a SNF	Elective	Medicare Part A	9840 Sunderland Way Elk Grove, CA 95757	

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/22/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2925 GLENWOOD LANE PLACERVILLE, CA 95667	

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/19/2022	Transfer from a Hospital	Elective	PR	6574 Auburn Boulevard Citrus Heights, CA 95621	

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3445 MAYHEW ROAD APT#95 SACRAMENTO, CA 95827	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5422 PARKVILLE COURT SACRAMENTO, CA 95842	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/25/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMENTO	1535 NORTH AVENUE SACRAMENTO, CA 95838	<b>Commercial Like Medicare</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
02/28/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	431 SILVER EAGLE RD SACRAMENTO, CA 95834	<b>Kaiser Traditional</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/27/2022	Transfer from a Hospital	Urgent	Kaiser GMC	7424 VOYAGER WAY CITRUS HEIGHTS, CA 95621	<b>Kaiser GMC</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/24/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4320 VIRGUSEL CIR CARMICHAEL, CA 95608	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
					<b>Medicare Part A</b>



**Resident Information Query**

Sort By Resident Name

04/01/2019    Transfer from a Hospital    Urgent    Medicare Part A    3958 COLDWATER DR, ROCKLIN, CA 95765

██████████    ██████████    ██████████    ██████████    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6125 Brace Road, Loomis, CA 95650

██████████    ██████████    ██████████    ██████████    **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3075 PONTE MORINO DRIVE 114B CAMERON PARK, CA 95682

██████████    ██████████    ██████████    ██████████    **Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/05/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	1724 BOISE AVE, MODESTO, CA 95358

██████████    ██████████    ██████████    ██████████    **Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/28/2019	Transfer from a Hospital	Elective	Kaiser GMC	9390 WYLIE DRIVE, ELK GROVE, CA 95758

██████████    ██████████    ██████████    ██████████    **Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/10/2021	Transfer from a Hospital	Elective	Kaiser GMC	5601 Natomas Boulevard, Sacramento, CA 95835

**Resident Information Query**

Sort By Resident Name

					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
01/07/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	1871 BRIDGECREEK DRIVE Sacramento, CA 95833	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8400 STORY RIDGE WAY ANTELOPE, CA 95843	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
11/28/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7053 El Sereno Circle Sacramento, CA 95831	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
10/28/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1275 PLEASANT GROVE BLVD APT 112 ROSEVILLE, CA 95747	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
11/07/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4705 SOLANO WAY FAIR OAKS, CA 95628	
					<b>Kaiser Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

**Sort By** Resident Name

03/15/2018      Transfer from Other      Urgent      Kaiser Hospice      5935 AUBURN BOULEVARD SPC 92 CITRUS HEIGHTS, CA 95621

[REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      **Kaiser Senior**

04/03/2018      Transfer from a Hospital      Urgent      Kaiser Senior      5125 HAZEL AVE APT 104 ORANGEVALE, CA 95662

[REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      **Kaiser Senior**

04/21/2019      Transfer from a Hospital      Urgent      Kaiser Senior      6634 AUBURN BOULEVARD CITRUS HEIGHTS, CA 95621

[REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      **Kaiser Senior**

04/13/2020      Transfer from a Hospital      Urgent      Kaiser Senior      7979 TOMKI WAY CITRUS HEIGHTS, CA 95610

[REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      **PDPM MANAGED CARE**

08/04/2021      Transfer from a Hospital      Elective      PDPM MANAGED CARE - Kaiser Senior      8560 Yellowtail Way Antelope, CA 95843

[REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      **Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

08/21/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	2813 JENNETH WAY SACRAMENTO, CA 95815					
									<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address					
10/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2412 MANOR CT SACRAMENTO, CA 95864					
									<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address					
05/12/2018	Transfer from a Hospital	Urgent	Medicare Part A	6104 LINCOLN AVE CARMICHAEL, CA 95608					
									<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address					
05/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3001 VILLA SERENA CIRCLE ROCKLIN, CA 95765					
									<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address					
05/03/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	6276 BROOKSIDE CR ROCKLIN, CA 95677					
									<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address					
08/12/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4022 POPPLETON WAY CARMICHAEL, CA 95608					

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PR</b>
04/09/2019	Transfer from a Hospital	Urgent	PR	2100 BUTANO DRIVE ROOM 11 SACRAMENTO, CA 95825	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
03/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	10035 MILLS STATION #29 SACRAMENTO, CA 95827	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
08/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2624 ASPEN VALLEY LANE SACRAMENTO, CA 95835	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>PDPM MANAGED CARE</b>
07/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4275 El Centro Road Sacramento, CA 95834	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Medicare Part A</b>
12/13/2022	Transfer from a Hospital	Urgent	Medicare Part A	20090 Del Norte Road Sonora, CA 95370	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

03/12/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3205 MAYFAIR DRIVE  
SACRAMENTO, CA 95864

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/04/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    100 COFFEE BERRY COURT  
FOLSOM, CA 95630

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/04/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5734 HILLBRAE DR  
SACRAMENTO, CA 95842

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/20/2021    Transfer from a Hospital    Elective    Medicare Part A    8237 BUTTERNUT DRIVE  
CITRUS HEIGHTS, CA 95621

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/21/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3859 Prosser Street  
West Sacramento, CA 95691

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/17/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - United Healthcare    7041 21st Avenue  
Sacramento, CA 95820

**Resident Information Query**

Sort By Resident Name

					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
07/07/2022	Transfer from a Hospital	Urgent	Medicare Part A	11749 Melones Circle Gold River, CA 95670	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
05/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	832 PICCADILLY CR SACRAMENTO, CA 95864	
					<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
09/29/2017	Transfer from a Hospital	Urgent	Medi-cal	1720 CREEKSIDE DR UNIT 1613 FOLSOM, CA 95630	
					<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
04/27/2019	Transfer from a Hospital	Urgent	Medicare Part A	400 BANNON STREET SACRAMENTO, CA 95811	
					<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
12/11/2017	Transfer from a Hospital	Urgent	Kaiser Senior	2496 LARKSPUR LANE #209 SACRAMENTO, CA 95825	
					<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	

**Resident Information Query**

Sort By Resident Name

04/03/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3650 California Avenue Carmichael, CA 95608

**PIN/310/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/12/2022    Transfer from a Hospital    Elective    Medicare Part A    6024 VIA CASITAS AVE CARMICHAEL, CA 95608

**PIN/311/D**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/02/2022    Transfer from a Hospital    Elective    Kaiser Traditional    4943 Spruce Pine Lane Sacramento, CA 95842

**PIN/309/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/06/2022    Transfer from a Hospital    Elective    Medicare Part A    P.O. BOX 7558 Citrus Heights, CA 95834

**BLU/101/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    4387 VIRGUSELL CIRCLE CARMICHAEL, CA 95608

**PUR/404/D**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/07/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    145 Detert Lane Jackson, CA 95642

**PUR/601/A**

**Kaiser Senior**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/25/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2031 ROSE ARBOR DRIVE SACRAMENTO, CA 95835

**PUR/602/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	6017 WINDING WAY 139 CARMICHAEL, CA 95608

**PIN/309/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/30/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9020 Kiefer Boulevard Sacramento, CA 95826

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/28/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1830 Dorado Ridge Trail El Dorado Hills, CA 95762

**PIN/311/C**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/13/2022	Transfer from a SNF	Elective	Medi-cal	21 W FIRST STREET TRACY, CA 95376

**BLU/102/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/21/2018	Transfer from a Hospital	Elective	Kaiser Senior	5806 LARRY WAY NORTH HIGHLANDS, CA 95660

**Resident Information Query**

Sort By Resident Name

<b>GARCIA, ANGIE</b>					<b>207023</b>	<b>BLU/701/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8350 FAIR OAKS BLVD #332 CARMICHAEL, CA 95608			
						<b>GRE/404/D</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
03/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	9030 ELWYN AVE ELVERTA, CA 95626			
						<b>PIN/314/C</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
01/13/2021	Transfer from a Hospital	Urgent	Kaiser Senior	511 OAK STREET # 2 El Cerrito, CA 94530			
						<b>PUR/603/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/29/2019	Transfer from a Hospital	Urgent	Kaiser Senior	616 3RD STREET GALT, CA 95632			
						<b>BLU/702/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5524 MARCONI AVE #31 CARMICHAEL, CA 95608			
						<b>PUR/403/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

**Sort By** Resident Name

06/16/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    5311 61st Street Sacramento, CA 95820

**PIN/302/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2022	Transfer from a Hospital	Urgent	Medi-cal	5935 Auburn Boulevard Citrus Heights, CA 95621

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3070 PASADA RD CAMERON PARK, CA 95682

**BLU/702/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	3900 MAHOGANY STREET SACRAMENTO, CA 95838

**PUR/401/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2281 STILLWIND LANE RANCHO CORDOVA, CA 95670

**PIN/309/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/10/2021	Transfer from a Hospital	Elective	Medicare Part A	51 MOREY AVENUE SACRAMENTO, CA 95838

**Resident Information Query**

Sort By Resident Name

					<b>BLU/102/A</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
11/16/2021	Transfer from a Hospital	Elective	Medi-cal	113 Clinton Roseville, CA 95678		

					<b>PUR/602/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
05/29/2019	Transfer from a Hospital	Urgent	Kaiser Senior	419 BALBOA AVE DAVIS, CA 95616		

					<b>PUR/600/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
09/24/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2440 Garfield Avenue Carmichael, CA 95608		

					<b>PIN/314/D</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/15/2022	Transfer from a Hospital	Urgent	PR	4317 NEWLAND HEIGHTS DR ROCKLIN, CA 95765		

					<b>BLU/102/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/16/2019	Transfer from a Hospital	Urgent	Medicare Part A	2426 GARFIELD AVE A43 CARMICHAEL, CA 95608		

					<b>PUR/603/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
05/16/2022	Transfer from a Hospital	Elective	Medicare Part A	8035 Arum Place Antelope, CA 95843		

**Resident Information Query**

Sort By Resident Name

				<b>PIN/310/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
10/02/2020	Transfer from a Hospital	Information Not Available	Kaiser Senior	109 BROCK DRIVE Wheatland, CA 95692			

				<b>BLU/703/A</b>		<b>Kaiser Traditional</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/16/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	3950 ANNADALE LANE SACRAMENTO, CA 95821			

				<b>PIN/303/A</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/02/2022	Transfer from a Hospital	Elective	Medicare Part A	2833 Santa Paula Court Sacramento, CA 95821			

				<b>PUR/602/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	10001 Crystal Creek Drive Vineyard, CA 95829			

				<b>PUR/603/B</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
02/04/2020	Transfer from a Hospital	Urgent	Medicare Part A	6128 TEMPLETON DRIVE CARMICHAEL, CA 95608			

				<b>BLU/101/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

01/15/2020 Transfer from a Hospital Elective Kaiser Senior 9941 BURLINE STREET SACRAMENTO, CA 95827

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/29/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5409 Silver Strand Way Sacramento, CA 95841

**PIN/312/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/25/2015	Transfer from a Hospital	Elective	Other Hospice - INTERIM	8622 PARADA COURT 2826 ROSEVILLE, CA 95747

**BLU/702/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/16/2019	Transfer from a Hospital	Urgent	Medicare Part A	5131 KIPP WAY CARMICHAEL, CA 95608

**BLU/700/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/20/2019	Transfer from a Hospital	Elective	PR	5548 BRINEF DRIVE SACRAMENTO, CA 95841

**BLU/701/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/21/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2392 SUMMER DR EL DORADO HILLS, CA 95762

**PIN/303/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/29/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5225 JANELL WAY CARMICHAEL, CA 95608

**PIN/307/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	604 Falcon Way Roseville, CA 95661

**BLU/702/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/02/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	1049 WESTWARD WAY SACRAMAMENT O, CA 95833

**PIN/314/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3124 BERKSHIRE WAY SACRAMENTO, CA 95864

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2735 CONNIE DR SACRAMENTO, CA 95815

**BLU/403/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

07/28/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6037 BIRDCAGE STREET 362 CITRUS HEIGHTS, CA 95610

**PUR/804/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	82 MAJESTY WAY SACRAMENTO, CA 95827

**PIN/314/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6912 ENNIS COURT NORTH HIGHLANDS, CA 95660

**PIN/314/D**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/07/2021	Transfer from a Hospital	Elective	Kaiser Traditional	7801 FELDSPAR CT CITRUS HEIGHTS, CA 95610

**PUR/603/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/04/2021	Transfer from a Hospital	Elective	Kaiser Traditional	5540 Lackland Way Sacramento, CA 95835

**PIN/301/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/29/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5810 HAZEL AVE Orangevale, CA 95662



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/B	Medicare Part A
09/28/2018	Transfer from a Hospital	Urgent	Medicare Part A	3330 JAMAICA ST WEST SACRAMENTO, CA 95691		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/508/A	Kaiser Senior
07/18/2016	Transfer from a Hospital	Urgent	Kaiser Senior	--- ---, CA ---		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/505/A	Medi-cal
10/18/2015	Transfer from a Hospital	Elective	Medi-cal	2215 Paseo De Las Americas San Diego, CA 92154		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Kaiser Senior
10/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4240 TOWN CENTER DRIVE EL DORADO, CA		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Kaiser Senior
11/24/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3229 MANCEL COURT CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/A	PDPM MANAGED CARE
12/02/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2365 Curtis Drive Penngrove, CA 94951		



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/10/2021	Transfer from a Hospital	Urgent	Kaiser Senior	12181 LAUREL DRIVE AUBURN, CA 95603

**PUR/803/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/20/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5329 SILVERSTRAND WAY SACRAMENTO, CA 95841

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/30/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2071 STONECREST LANE LINCOLN, CA 95648

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/29/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5935 AUBURN BLVD #25 CITRUS HEIGHTS, CA 95621

**PIN/308/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	4700 Marconi Avenue Apt 115 Carmichael, CA 95608

**BLU/103/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

04/15/2019      Transfer from a Hospital      Information Not Available      Kaiser Senior      5451 FAIR OAKS BLVD CARMICHAEL, CA 95608

**PUR/803/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/28/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2751 ECHO WAY SACRAMENTO, CA 95821
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**PUR/601/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/12/2018	Transfer from a Hospital	Urgent	Medicare Part A	3540 WINONA WAY NORTH HIGHLANDS, CA 95660
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**PIN/303/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/28/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2477 SIERRA OAK DRIVE MOKELUMNE HILL, CA 95245
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**BLU/701/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/19/2018	Transfer from a Hospital	Urgent	Other Hospice - INTERIM	7019 TANDEM COURT CITRUS HEIGHTS, CA 95621
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**PUR/804/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

07/13/2019    Transfer from a Hospital    Urgent    PR    8316 WOODYARD WAY CITRUS HEIGHTS, CA 95621

**PUR/603/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/25/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - HEALTHNET	6229 FAIRFAX WAY NORTH HIGHLANDS, CA 95660

**PUR/403/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/16/2018	Transfer from a Hospital	Urgent	Medi-cal	4034 Glen Innes Way Sacramento, CA 95826

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5757 CYPRESS AVENUE APT 146 CARMICHAEL, CA 95608

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7511 FAIRWAY TWO AVE #Y FAIR OAKS, CA 95628

**PIN/304/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/31/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2217 Glacier Drive Rocklin, CA 95677

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior
09/13/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4940 PUMA WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/D	PDPM MANAGED CARE
12/06/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	7045 BENEVOLENT WAY SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Kaiser Senior
01/23/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5645 MARKOS CT SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/D	PDPM MANAGED CARE
03/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	3365 MABEL STREET Sacramento, CA 95838		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/312/B	PDPM MANAGED CARE
09/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	7291 River Place Way Sacramento, CA 95831		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

09/17/2022      Transfer from a Hospital      Elective      Medicare Part A      875 South 2400 East Hazelton, ID 83335

**PUR/602/A**

**Medicare Part A**

**Admission Date**      **Admission Source**      **Admission Type**      **Current Census Payer**      **Previous Address**

07/24/2022      Transfer from a Hospital      Urgent      Medicare Part A      3645 FLORAL DRIVE NORTH HIGHT, CA 95660

**BLU/101/B**

**Kaiser Hospice**

**Admission Date**      **Admission Source**      **Admission Type**      **Current Census Payer**      **Previous Address**

01/26/2019      Transfer from a Hospital      Emergency      Kaiser Hospice      1935 WRIGHT ST #209 SACRAMENTO, CA 95825

**BLU/701/A**

**Kaiser Senior**

**Admission Date**      **Admission Source**      **Admission Type**      **Current Census Payer**      **Previous Address**

01/23/2019      Transfer from a Hospital      Urgent      Kaiser Senior      5798 DA VINCI WAY SACRAMENTO, CA 95835

**PUR/601/B**

**Medicare Part A**

**Admission Date**      **Admission Source**      **Admission Type**      **Current Census Payer**      **Previous Address**

10/25/2020      Transfer from a Hospital      Urgent      Medicare Part A      7740 UPLANDS WAY CITRUS HEIGHTS, CA 95610

**BLU/702/A**

**Medi-cal**

**Admission Date**      **Admission Source**      **Admission Type**      **Current Census Payer**      **Previous Address**

01/02/2020      Transfer from a Hospital      Urgent      Medi-cal      7300 BELCAMP ST RIO LINDA, CA 95673

**PIN/308/A**

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/04/2022	Transfer from a Hospital	Elective	Medicare Part A	14671 Blind Shady Road Nevada City, CA 95959

**PUR/401/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6225 Coyle Avenue Carmichael, CA 95608

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/08/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8903 Bluff Lane Fair Oaks, CA 95628

**PUR/401/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2673 LOS AMIGOS DR RANCHO CORDOVA, CA 96670

**PIN/310/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	9480 HWY 193 PLACERVILLE, CA 95667

**BLU/102/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/11/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - HEALTHNET	4830 CAMDEN COURT CARMICHAEL, CA 95608



## Resident Information Query

Sort By Resident Name

				GRE/510/D	Other Hospice
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/17/2015	Transfer from a Hospital	Urgent	Other Hospice - VITAS	124 PINE LANE FOLSOM, CA 95630	

				PUR/801/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/11/2022	Transfer from a Hospital	Urgent	Medicare Part A	6816 Gold Run Avenue Sacramento, CA 95842	

				BLU/702/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/13/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6205 NOB HILL DRIVE NEWCASTLE, CA 95658	

				PUR/804/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/27/2018	Transfer from a Hospital	Urgent	Medicare Part A	8773 Oak Avenue #M165 Orangevale, CA 95662	

				PUR/403/D	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/21/2022	Transfer from a Hospital	Elective	Medicare Part A	5928 HICKORYWOOD WAY CITRUS HEIGHTS, CA 95621	

				PUR/603/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

07/09/2020 Transfer from a Hospital Urgent Kaiser Senior PO BOX 465 LOOMIS, CA 95650

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/26/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5901 Yawl Court Citrus Heights, CA 95621
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**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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06/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5258 WOODVALE WAY CARMICHAEL, CA 95608
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**PUR/601/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	406 SEASONS CT EL DORADO HILLS, CA 95762
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**PIN/301/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	7125 FAIR OAKS BLVD CARMICHAEL, CA 95608
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**PUR/804/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/06/2018	Transfer from a Hospital	Urgent	Medicare Part A	6116 20TH ST RIO LINDA, CA 95673
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**BLU/104/A**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/30/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8750 FALLBROOK WAY SACRAMENTO, CA 95826		
					<b>PUR/801/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2841 JANETTE WAY SACRAMENTO, CA 95815		
					<b>BLU/702/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/01/2020	Transfer from a Hospital	Elective	Kaiser Senior	2150 MONTEREY HWY #125 SAN JOSE, CA 95112		
					<b>PIN/311/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/04/2021	Transfer from a Hospital	Elective	Medicare Part A	2108 CARLOTTA DRIVE Sacramento, CA 95825		
					<b>PIN/309/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	147 COACH LIGHT LANE LINCOLN, CA 95648		
					<b>BLU/700/A</b>	<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

02/15/2018      Transfer from a Hospital      Urgent      Commercial Like Medicare - United Healthcare      3849 WALNUT AVE. CARMICHAEL, CA 95608

**PIN/311/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7146 Valeriana Avenue Citrus Heights, CA 95621

**PIN/314/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1650 Eskaton Loop Roseville, CA 95747

**BLU/103/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/17/2022	Transfer from a Hospital	Urgent	Medi-cal	2732 Heritage Park Lane Sacramento, CA 95835

**PUR/403/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2500 Gabriel Court Carmichael, CA 95608

**PIN/301/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/15/2021	Transfer from a Hospital	Elective	Kaiser Traditional	1961 Howe Avenue Sacramento, CA 95825

**BLU/701/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8020 WALERGA ROAD UNIT 1165 ANTELOPE, CA 95843		
					<b>PIN/310/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/02/2022	Transfer from a Hospital	Elective	Medicare Part A	6142 Palmero Circle Cameron Park, CA 95682		
					<b>PIN/308/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Brand New Day	77256 Lauppe Lane Citrus Heights, CA 95621		
					<b>PIN/310/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/28/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	477 OLEANDER VIEW WAY RANCHO CORDOVA, CA 95670		
					<b>PUR/403/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4924 Cypress AVE Carmichael, CA 95608		
					<b>BLU/703/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

**Sort By** Resident Name

05/13/2019    Transfer from a Hospital    Urgent    Kaiser Senior    10720  
STRETLING  
WOOD WAY  
RANCHO  
CORDOVA, CA  
95670

**BLU/701/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4005 WESTPORTER WAY SACRAMENTO, CA 95826

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/15/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3584 ANNABELLE COURT ROSEVILLE, CA 95661

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2345RUDAT CIRCLE RANCHO CORDOVA, CA 95670

**BLU/104/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/04/2021	Transfer from a Hospital	Elective	Medi-cal	6737 Mannerly Way Citrus Heights, CA 95621

**PIN/308/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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## Resident Information Query

Sort By Resident Name

05/04/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1137 43RD ST SACRAMENTO, CA 95819

**BLU/103/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4100 FOLSOM BOULEVARD 4C SACRAMENTO, CA 95819

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4445 JAN DRIVE CARMICHAEL, CA 95608

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/17/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3464 DEL PASO BLVD SACRAMENTO, CA 95838

**PIN/311/D**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2017	Transfer from a Hospital	Urgent	Medi-cal	4944 ANDREA BLVD SACRAMENTO, CA 95682

**BLU/103/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/16/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1839 DREW COURT CARMICHAEL, CA 95608

**PUR/403/D**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/24/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6229 Gold Dust Drive Sacramento, CA 95842		
					<b>PIN/314/C</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/21/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	29 CALLA LILY COURT SACRAMENTO, CA 95833		
					<b>BLU/701/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/18/2019	Transfer from a Hospital	Elective	Kaiser Senior	4608 GEORGIAN AVE SACRAMENTO, CA 95821		
					<b>PUR/601/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 659 PLEASANT GROVE, CA 95668		
					<b>PUR/801/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/10/2018	Transfer from a Hospital	Urgent	Medi-cal	4014 CORTRIGHT WAY NORTH HIGHLANDS, CA 95660		
					<b>PUR/804/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		



**Resident Information Query**

Sort By Resident Name

03/09/2020 Transfer from a Hospital Urgent BS OF CALIFORNIA 146 VILLAGE CIRCLE SACRAMENTO, CA 95838

**BLU/104/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/11/2018 Transfer from a Hospital Urgent Kaiser Senior 3699 GALENA DR LOOMIS, CA 95650

**PUR/401/C**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/01/2022 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior CITRUS HEIGHTS, CA 95621

**PUR/603/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/12/2019 Transfer from a Hospital Urgent Kaiser Senior 7909 JULIA COURT CITRUS HEIGHTS, CA 95621

**PUR/802/A**

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

09/11/2021 Transfer from a Hospital Elective Medicare Part A 2140 Rassy Way Sacramento, CA 95821

**PUR/602/A**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/13/2018 Transfer from a Hospital Urgent Kaiser Senior 4303 NORWOOD AVE #91 SACRAMENTO, CA 95838

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Kaiser Senior
07/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6524 HILLSDALE BLVD SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Kaiser Senior
12/23/2019	Transfer from a Hospital	Elective	Kaiser Senior	6626 KENORA ST RIO LINDA, CA 95673		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/302/A	PDPM MANAGED CARE
12/08/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	4645 Greenbrae Road Rocklin, CA 95677		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Kaiser Senior
02/18/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2341 VEHICLE DR RANC, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/B	Medicare Part A
08/18/2020	Transfer from a Hospital	Urgent	Medicare Part A	10893 OAKTON WAY RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/C	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

12/21/2022      Transfer from a Hospital      Urgent      PDPM MANAGED CARE - Kaiser Senior      8218 Peregrine Way  
Citrus Heights, CA 95610

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/31/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2508 MIDLAND WAY CARMICHAEL, CA 95608

**PUR/602/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/30/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	1715 CREEKSIDE DRIVE APT #311 FOLSOM, CA 95630

**PUR/403/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/12/2021	Transfer from a Hospital	Elective	Medicare Part A	2910 CAMBRIDGE ROAD CAMERON PARK, CA 95682

**PIN/308/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/31/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	7516 Linksman Court Rancho Murieta, CA 95683

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

08/01/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6254 66TH AVE  
RM 304B  
SACRAMENTO,  
CA 95823

**PIN/312/B**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
06/02/2021    Transfer from a SNF    Elective    Medicare Part A    6135 ALMOND AVE  
ORANGEVALE,  
CA 95662

**BLU/701/B**

**Kaiser Traditional**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
02/08/2020    Transfer from a Hospital    Urgent    Kaiser Traditional    3916 FELL STREET  
SACRAMENTO,  
CA 95838

**PUR/601/A**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
11/23/2022    Transfer from a Hospital    Elective    Medicare Part A    22 CADILLAC DR APT 139  
SACRAMENTO,  
CA 95825

**GRE/501/A**

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
03/05/2022    Transfer from a Hospital    Urgent    PR    2340 Edison Avenue  
Sacramento,  
CA 95821

**GRE/502/A**

**Other Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/22/2022    Physician Referral    Urgent    Other Hospice - VITAS Hospice    2924 COUNTRYSIDE DR  
PLAYSERVILLE,  
CA 95667

**HEBB, JUNE**

**208586**

**BLU/701/A**

**Medi-cal**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/30/2022	Transfer from a Hospital	Urgent	Medi-cal	26262 County Road 21A #44 Esparto, CA 95627		
					<b>BLU/101/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/29/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5661 NOLDER WAY SACRAMENTO, CA 95822		
					<b>PIN/310/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/10/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	504 KIRKWOOD CT EL DORADO HILLS, CA 95762		
					<b>PUR/603/B</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/17/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	3709 TRAPPER CT ANTELOPE, CA 95843		
					<b>GRE/506/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/13/2021	Transfer from a Hospital	Urgent	Kaiser Senior	52680 CLARKBURG ROAD Clarksburg, CA 95612		
					<b>PUR/603/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

**Sort By** Resident Name

11/24/2022    Transfer from a Hospital    Information Not Available    Medicare Part A    8039 Auburn Oaks Village Lane Citrus Heights, CA 95610

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/07/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3709 N COUNTRY DRIVE ANTELOPE, CA 95843

**BLU/204/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/28/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	149 Biscayne Way Folsom, CA 95630

**PIN/304/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Brand New Day	1095 Bald Hill Road Newcastle, CA 95658

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/08/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1820 RICHMOND STREET SACRAMENTO, CA 95825

**PUR/804/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/18/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6105 OAK AVENUE CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Medicare Part A
01/18/2018	Transfer from a Hospital	Urgent	Medicare Part A	6226 YUCATAN AVE SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/B	Kaiser Senior
11/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1117 ELVERTA RD ELVERTA, CA 95626		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/304/A	PR
09/20/2018	Transfer from a Hospital	Urgent	PR	8211 LA RIVIERA DR SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/B	PDPM MANAGED CARE
05/02/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7418 Stock Ranch Road Citrus Heights, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/510/B	Kaiser GMC
01/18/2022	Transfer from a Hospital	Urgent	Kaiser GMC	4929 Donovan Drive Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/404/D	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

06/18/2019      Transfer from a Hospital      Urgent      Kaiser Senior      2915 CHATEAU MONTELENE WAY SACRAMENTO, CA 95834

**PUR/804/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/14/2018	Transfer from a Hospital	Urgent	Kaiser Senior	132 EARL AVENUE ROSEVILLE, CA 95678

**GRE/501/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/04/2021	Transfer from a Hospital	Elective	Medi-cal	2291 LOST LANE PLACERVILLE, CA 95667

**BLU/703/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/09/2019	Transfer from a Hospital	Elective	Kaiser Senior	6214 GOLD DUST DRIVE SACRAMENTO, CA 95842

**BLU/103/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/22/2018	Transfer from a Hospital	Urgent	Medi-cal	6221 LARRY WAY NORTH HIGHLANDS, CA 95660

**PIN/314/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/06/2021	Transfer from a Hospital	Elective	Medicare Part A	3150 Spruce Hill Court Antelope, CA 95843



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/A	Medicare Part A
11/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	6973 RADIANCE CR CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	Kaiser Traditional
05/15/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	3441 Delta Drive #341 RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/C	Kaiser Senior
06/07/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4018 GLEN INNES SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Commercial Like Medicare
08/04/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	2341 VEHICLE DR 109 RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/A	PDPM MANAGED CARE
11/13/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8273 Olivine Avenue Citrus Heights, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

07/25/2020 Transfer from a Hospital Urgent Kaiser Senior 1102 MEADOW OAKS DRIVE ROSEVILLE, CA 95661

[REDACTED]

**PIN/311/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/11/2022	Transfer from a Hospital	Urgent	Medicare Part A	836 West Lincoln Avenue Woodland, CA 95695

[REDACTED]

**PIN/308/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/05/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4405 Surita Street Sacramento, CA 95864

[REDACTED]

**PUR/401/C**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/27/2020	Transfer from a Hospital	Urgent	Kaiser GMC	8356 MARINA GREENS WAY SACRAMENTO, CA 95826

[REDACTED]

**PIN/301/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2391 River Plaza Drive Sacramento, CA 95833

[REDACTED]

**PUR/804/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/07/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	9522 CHISHOLM WAY STOCKTON, CA 95209

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/A	Kaiser Senior
12/17/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3501 BRADSHAW RD SPACE 41 SACRAMENTO, CA 95827		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Medicare Part A
12/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	5525 Locust Avenue Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/302/A	PDPM MANAGED CARE
04/14/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	5333 PRIMROSE DRIVE #7A FAIR OAKS, CA 95628		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Kaiser Senior
01/06/2018	Transfer from a Hospital	Urgent	Kaiser Senior	9233 HEATHFIELD WAY SACRAMENTO, CA 95829		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/D	Kaiser Senior
05/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2783 ALABAMA MINE ROAD PENRYN, CA 95663		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/A	Medicare Part A

**Resident Information Query**

**Sort By** Resident Name

08/06/2018      Transfer from a Hospital      Urgent      Medicare Part A      7506 EAST GATE AVE  
CITRUS HEIGHTS, CA 95621

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/29/2018      Transfer from a Hospital      Urgent      Kaiser Senior      6100 SIERRA CLG BLVD  
#214 ROCKLIN, CA 95677

**BLU/102/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/21/2018      Transfer from a Hospital      Urgent      Medicare Part A      10391 DOLCETTO DRIVE  
RANCHO CORDOVA, CA 95670

**GRE/504/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/07/2017      Transfer from a Hospital      Urgent      Medi-cal      11710 KOUROS WAY  
RANCHO CORDOVA, CA 95742

**PUR/603/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/25/2019      Transfer from a Hospital      Urgent      Medicare Part A      9920 FAIR OAKS BOULEVARD  
FAIR OAKS, CA 95628

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

02/06/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7558 FAIRWAYS II AVE FAIR OAKS, CA 95628

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1535 BARCELONA DR EL DORADO HILLS, CA 95762

**BLU/102/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	4015 AVELLANO DRIVE EL DORADO HILLS, CA 95762

**PIN/306/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/12/2022	Transfer from a SNF	Elective	PDPM MANAGED CARE - Kaiser Senior	561 THORNLEY WAY SACRAMENTO, CA 95864

**PUR/803/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/26/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6600 MOTHER LODE DR #212 PLACERVILLE, CA 95667

**BLU/701/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9305 ELM AVENUE ORANGEVALE, CA 95662

**Resident Information Query**

Sort By Resident Name

				<b>PIN/309/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
02/16/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2813 Augusta Way Rocklin, CA 95765			

				<b>PUR/602/B</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
02/15/2018	Transfer from a Hospital	Urgent	Medicare Part A	4649 DENNICK CT SACRAMENTO, CA 95842			

				<b>PIN/309/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
06/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2280 Grass Valley Highway Auburn, CA 95603			

				<b>PUR/603/B</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
02/17/2022	Transfer from a Hospital	Elective	Medicare Part A	18265 HWY 49 PLYMOUTH, CA 95669			

				<b>PIN/314/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
07/09/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	4525 MANZANITA AVE #135 CARMICHAEL, CA 95608			

				<b>BLU/103/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

04/17/2018    Transfer from a Hospital    Urgent    Kaiser Senior    5941 ADANA CR  
CARMICHAEL, CA 95608

**PIN/302/A**

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
05/18/2018    Transfer from a Hospital    Elective    PR    6694 SILVER THORN CIRCLE  
SACRAMENTO, CA 95842

**PUR/803/A**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    2844 SCANDIA WAY  
CARMICHAEL, CA 95608

**PUR/603/B**

**Kaiser Traditional**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/28/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    7232 CANDLESTICK WAY  
SACRAMENTO, CA 95842

**PUR/600/A**

**PR**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
12/19/2022    Transfer from a Hospital    Urgent    PR    11121 Texas River Court  
Rancho Cordova, CA 95670

**PUR/601/A**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
08/02/2019    Transfer from a Hospital    Urgent    Medicare Part A    8193 EL PINO DRIVE  
PALO CEDRO, CA 96073

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	PDPM MANAGED CARE
04/28/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - Kaiser Senior	8180 Arroyo Vista Drive Sacramento, CA 95823		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/A	Medicare Part A
03/20/2021	Transfer from a Hospital	Elective	Medicare Part A	8400 ASCOLANDO AVENUE FAIR OAKS, CA 95628		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	PDPM MANAGED CARE
04/11/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2426 Garfield Avenue Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	PDPM MANAGED CARE
09/01/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	360 40TH STREET SACRAMENTO, CA 95819		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Medicare Part A
10/14/2019	Transfer from a Hospital	Information Not Available	Medicare Part A	7517 PINTAIL CIRCLE CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/202/B	Medi-cal



**Resident Information Query**

Sort By Resident Name

09/16/2016 Transfer from a Hospital Urgent Medi-cal 254 PALIN AVE #47 GALT, CA 95632

**PUR/602/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

07/24/2018 Transfer from a Hospital Urgent Kaiser Senior 1666 RIVERY CITY WAY SACRAMENTO, CA 95833

**BLU/103/B**

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

09/09/2018 Transfer from a Hospital Urgent Medicare Part A 4014 CORTRIGHT WAY NORTH HIGHLANDS, CA 95660

**PUR/403/A**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/14/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 6904 BIRCHWOOD CR CITRUS HEIGHTS, CA 95621

**PUR/600/B**

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/28/2019 Transfer from a Hospital Urgent Medicare Part A 9045 GOLDBLOCKS WAY SACRAMENTO, CA 95826

**PUR/404/B**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

**Resident Information Query**

Sort By Resident Name

04/06/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 4318 Albertville Way Antelope, CA 95843

**PUR/803/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1650 Eskaton loop #285 ROSEVILLE, CA 95747

**PIN/307/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5061 Patti Jo Drive Carmichael, CA 95608

**PUR/803/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/07/2018	Transfer from a Hospital	Urgent	Medicare Part A	6512 EVEDHAM CIRCLE 21 CITRUS HEIGHTS, CA 95621

**PIN/310/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/25/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6017 Winding Way Carmichael, CA 95608

**PUR/601/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/27/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2040 BROOKMAR DR EL DORADO HILLS, CA 95762



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/28/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	313 Raymond Lane Folsom, CA 95630		
					<b>PUR/803/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8151 KAULA DR FAIR OAKS, CA 95628		
					<b>BLU/701/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/21/2019	Transfer from a Hospital	Elective	Kaiser Senior	6507 MEADOWCREEK WAY CITRUS HEIGHTS, CA 95621		
					<b>PUR/403/D</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/20/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - HEALTHNET	5660 19th Avenue Sacramento, CA 95820		
					<b>PUR/804/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/15/2018	Transfer from a Hospital	Urgent	Medicare Part A	6418 RUSHMORE DRIVE SACRAMENTO, CA 95842		
					<b>PUR/603/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/28/2022	Transfer from a Hospital	Urgent	Medicare Part A	6441 ST JAMES DRIVE CARMICHAEL, CA 95608

**BLU/104/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	5636 KIVA DRIVE CARMICHAEL, CA 95608

**PUR/601/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/14/2019	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	8845 FAIR OAKS BLVD CARMICHAEL, CA 95608

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3962 PROSSER STREET WEST SACRAMENTO, CA 95691

**PUR/403/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/15/2021	Transfer from a Hospital	Urgent	Kaiser Senior	3716 ROCK LISLAND DR SACRAMENTO, CA 95841

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3404 APOLLO CIR ROSEVILLE, CA 95661

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/510/D	Kaiser GMC
06/11/2018	Transfer from a Hospital	Elective	Kaiser GMC	6213 VIA CASITAS CARMICHAEL, CA 95608		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/A	Kaiser Senior
05/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	122 BURRILL DRIVE FOLSOM, CA 95630		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	PDPM MANAGED CARE
03/30/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7484 HOLWORTHY APT 156 SACRAMENTO, CA 95842		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Medicare Part A
06/15/2022	Transfer from a SNF	Elective	Medicare Part A	4750 Echo Ridge Road Rocklin, CA 95677		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	Medicare Part A
05/20/2022	Transfer from a Hospital	Elective	Medicare Part A	4712 HIXON CIRCLE CARMICHAEL, CA 95608		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Medicare Part A

**Resident Information Query**

Sort By Resident Name

01/31/2019    Transfer from a Hospital    Urgent    Medicare Part A    6017 WINDING WAY APT 236 CARMICHAEL, CA 95608

**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/22/2019	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	3109 JOELLEN CT CARMICHAEL, CA 95608

**PUR/603/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	2640 CAMBRIDGE #15 CAMERON PARK, CA 95682

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5644 GIBBONS DR CARMICHAEL, CA 95608

**PIN/310/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8708 CULLEN CT ELK GROVE, CA 95624

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/19/2017	Transfer from a Hospital	Urgent	Kaiser Senior	9383 TWIN LAKES AVE ORANGEVALE, CA 95662



**Resident Information Query**

Sort By Resident Name

					PIN/309/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - HEALTHNET	2351 Wyda Way Sacramento, CA 95825		

					PIN/309/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/28/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4240 TOWN CENTER BLVD # 119 EL DORADO HILLS, CA 95762		

					PUR/403/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1075 FULTON AVE SACRAMETO, CA 95825		

					GRE/504/A	Medi-cal
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/15/2018	Transfer from a Hospital	Elective	Medi-cal	2521 VILLA TERRACE LN SACRAMENTO, CA 95825		

					PIN/301/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/27/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7535 CHERYLE LANE FAIR OAKS, CA 95628		

					PIN/314/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

07/28/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1509 Black Hawk Street Roseville, CA 95747

**PUR/404/C**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/28/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    6645 Crystal Boulevard EL DORADO, CA 95623

**BLU/104/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/24/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    5241 VERNER AVE SACRAMENTO, CA 95841

**PUR/801/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/06/2022    Transfer from a Hospital    Urgent    Medicare Part A    4624 JAN DRIVE Carmichael, CA 95608

**BLU/702/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/02/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6669 WILLOWLEAF DR CITRUS HEIGHTS, CA 95621

**BLU/701/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/11/2019    Transfer from a Hospital    Urgent    Kaiser Senior    600 AUBURN RAVINE ROAD APT#103 AUBURN, CA 95603

**Resident Information Query**

Sort By Resident Name

				PIN/314/D		Medicare Part A	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
05/13/2021	Transfer from a Hospital	Elective	Medicare Part A	2810 MORSE AVE SACRAMENTO, CA 95821			

				PIN/312/A		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
10/28/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5809 Fernbrook Court Carmichael, CA 95608			

				GRE/501/B		Other Hospice	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
01/08/2022	Transfer from a Hospital	Elective	Other Hospice - VITAS Hospice	2009 Middleberry Road Sacramento, CA 95815			

				GRE/404/A		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
01/21/2020	Transfer from a Hospital	Elective	Kaiser Senior	9635 ARLISSON DRIVE SACRAMENTO, CA 95827			

				PIN/309/A		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
12/24/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5533 Mariposa Avenue Citrus Heights, CA 95610			

				BLU/703/A		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			

**Resident Information Query**

**Sort By** Resident Name

06/22/2019    Transfer from a Hospital    Elective    Kaiser Senior    4837 MARLBOROUGH WAY CARMICHAEL, CA 95608

**PUR/404/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	840 Capitol Street Vallejo, CA 94590

**PUR/803/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/17/2019	Transfer from a Hospital	Elective	Medicare Part A	1519 DECATUR WAY ROCKLIN, CA 95765

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/24/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8601 SHERATON DR FAIR OAKS, CA 95628

**PIN/314/D**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2021	Transfer from a Hospital	Elective	Kaiser Traditional	2154 Cambridge Street Sacramento, CA 95815

**PUR/600/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/12/2022	Transfer from a Hospital	Urgent	Medi-cal	8780 Madison Avenue Fair Oaks, CA 95628

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	Medicare Part A
10/18/2022	Transfer from a Hospital	Elective	Medicare Part A	5837 Revelstok Drive Sacramento, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	PR
04/01/2022	Transfer from a Hospital	Elective	PR	1650 Eskaton Loop Roseville, CA 95747		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	PDPM MANAGED CARE
05/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	50 Montilla Circle Sacramento, CA 95835		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/A	PDPM MANAGED CARE
10/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1016 RIO CIDADE WAY SACRAMENTO, CA 95831		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	Kaiser Senior
05/19/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2844 GRASSLANDS DRIVE #1711 SACRAMENTO, CA 95833		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Commercial Like Medicare

**Resident Information Query**

Sort By Resident Name

12/28/2017    Transfer from a Hospital    Urgent    Commercial Like Medicare - United Healthcare    1930 MARY ROSE LANE LINCOLN, CA 95648

**PUR/401/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/30/2022	Transfer from a Hospital	Elective	Kaiser Traditional	5121 Calvine Road Sacramento, CA 95823

**BLU/403/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	10035 MILLS STA RD 122 SACRAMENTO, CA 95827

**PUR/602/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	4305 35th Avenue Sacramento, CA 95824

**BLU/104/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/31/2019	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO	7322 KOALA COURT NORTH HIGHLANDS, CA 95660

**PUR/404/D**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	7418 STOCK RANCH RD #3418 CITRUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	PR
03/07/2018	Transfer from a Hospital	Urgent	PR	6238 PINECREEK WAY CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Medicare Part A
03/17/2018	Transfer from a Hospital	Urgent	Medicare Part A	7314 ARUTAS DR NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	PR
12/07/2021	Transfer from a Hospital	Elective	PR	3608 PINE HOLLOW WAY ANTELOPE, CA 95843		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/B	Medicare Part A
12/03/2017	Transfer from a Hospital	Urgent	Medicare Part A	4675 GREENBRAE RD ROCKLIN, CA 95677		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/B	Kaiser Senior
06/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2720 FAWN HILL LANE AUBURN, CA 95602		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/B	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

07/17/2021      Transfer from a Hospital      Elective      PDPM  
MANAGED  
CARE -  
DIGNITY  
HEALTH  
SACRAMNTO      3219 Davidson  
Drive  
Antelope, CA  
95843

**BLU/103/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/03/2020	Transfer from a Hospital	Urgent	Medi-cal	8908 BOULDER GLEN WAY SACRAMENTO, CA 95829

**PUR/602/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/25/2020	Transfer from a Hospital	Urgent	Medicare Part A	181 REDWOOD AVE NORTH SACRAMENTO, CA 95815

**BLU/103/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6632 SAINT IVES LAND CITRUS HEIGHTS, CA 95621

**BLU/104/A**

**CP**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/13/2022	Transfer from a Hospital	Elective	CP	9339 Rancho Vista Lane Newcastle, CA 95658

**BLU/103/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

09/13/2018      Transfer from a Hospital      Urgent      Kaiser Senior      2440 GARFIELD AVENUE # C158 CARMICHAEL, CA 95608

**PUR/404/D      Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/12/2020	Transfer from a Hospital	Urgent	Kaiser Senior	617 SMOKE TREE COURT Citrus Heights, CA 95610

**PUR/401/B      PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3801 Duckhorn Drive Sacramento, CA 95834

**PUR/804/A      Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/06/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	1937 OAK BLUFF WAY SACRAMENTO, CA 95833

**BLU/700/B      Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/01/2018	Transfer from a Hospital	Elective	Kaiser Traditional	18 BELLOWS POND PLACE SACRAMENTO, CA 95835

**PIN/306/B      Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4149 FRUITA CT SACRAMENTO, CA 95838

**PUR/404/D      Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2021	Transfer from a Hospital	Elective	Medicare Part A	2325 Downar Way Sacramento, CA 95838

[REDACTED] [REDACTED] PUR/804/B Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5920 STANLEY AVE APT 14 CARMICHAEL, CA 95608

[REDACTED] [REDACTED] PUR/603/B Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/29/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6109 ORSI CR CARMICHAEL, CA 95608

[REDACTED] [REDACTED] BLU/103/A Medi-cal

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/01/2019	Transfer from a Hospital	Urgent	Medi-cal	6480 MAIN AVENUE APT 40 ORANGEVALE, CA 95662

[REDACTED] [REDACTED] PUR/602/A Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3842 WINONA WAY NORTH HIGHLANDS, CA 95660

[REDACTED] [REDACTED] PUR/602/A Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/23/2019	Transfer from a Hospital	Urgent	Medicare Part A	1922 MORSE AVENUE SACRAMENTO, CA 95828

**Resident Information Query**

Sort By Resident Name

				<b>PIN/303/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
12/13/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - HEALTHNET	1204 Commons Drive Sacramento, CA 95825			

				<b>PUR/601/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5219 WINDHAM WAY ROCKLIN, CA 95765			

				<b>BLU/104/B</b>		<b>Commercial Like Medicare</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
08/14/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - BS OF CALIFORNIA	11240 FAIR OAKS BLVD FAIR OAKS, CA 95628			

				<b>PUR/603/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6512 BEECH AVENUE ORANGEVALE, CA 95661			

				<b>PUR/600/A</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
08/13/2022	Transfer from a Hospital	Urgent	Medicare Part A	9335 Silverstone Lane Elk Grove, CA 95624			

				<b>BLU/700/B</b>		<b>Kaiser Traditional</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

03/17/2020    Transfer from a Hospital    Urgent    Kaiser Traditional    7655 POPPY WAY  
CITRUS HEIGHTS, CA 95610

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/20/2018	Transfer from a Hospital	Elective	Kaiser Senior	15855 DEEP CUT CT PLYMOUTH, CA 95669

**PIN/308/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	4716 OAK FORD WAY SACRAMENTO, CA 95842

**BLU/202/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/12/2017	Transfer from a Hospital	Urgent	Medi-cal	1013 PINEDALE AVE SACRAMENTO, CA 95838

**BLU/102/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/31/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8938 VINCENT AVENUE FAIR OAKS, CA 95626

**PUR/403/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1550 Sycamore Avenue Hercules, CA 94547

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Commercial Like Medicare
10/18/2019	Transfer from a Hospital	Elective	Commercial Like Medicare - United Healthcare	2670 IONE STREET SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/302/A	Medicare Part A
02/25/2021	Transfer from a Hospital	Elective	Medicare Part A	7009 22ND ST RIO LINDA, CA 95673		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/304/A	Kaiser Senior
01/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4255 AVILA LANE SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	PDPM MANAGED CARE
10/23/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	511 CHAPARRAL WAY WEST SACRAMENTO, CA 95691		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/A	Kaiser Traditional
09/23/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	9553 RIVER ROSE WAY SACRAMENTO, CA 95827		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

02/12/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    5002 HARRISON ST NORTH HIGHLANDS, CA 95660

**PIN/303/A**

**Managed Care**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/09/2021	Transfer from a Hospital	Elective	Managed Care	6085 GOSSETT WAY apt 17 MARYSVILLE, CA 95901

**PIN/307/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/01/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1430 West Stanford Ranch Road Apt 202 Rocklin, CA 95765

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3859 ANNADALE LN #31 SACRAMENTO, CA 95821

**PUR/802/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2022	Transfer from Other	Elective	Other Hospice - Sutter Hospice	5725 Shannon Bay Drive Rocklin, CA 95677

**GRE/504/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/25/2018	Transfer from a Hospital	Urgent	Medi-cal	4400 TRUXEL ROD APT 51 SACRAMENTO, CA 95834

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/310/A	PDPM MANAGED CARE
04/05/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2331 Carlsbad Avenue Sacramento, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/D	Kaiser Senior
07/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2887 CAMARILLO DRIVE SACRAMENTO, CA 95833		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/A	Medicare Part A
07/01/2021	Transfer from a Hospital	Elective	Medicare Part A	6826 WESTMORE WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	Kaiser Traditional
02/16/2022	Transfer from a Hospital	Information Not Available	Kaiser Traditional	2390 North Manor Drive Sacramento, CA 95822		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/A	Medicare Part A
08/23/2022	Transfer from a Hospital	Elective	Medicare Part A	4952 Hackberry Lane Sacramento, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/A	Commercial Like Medicare

**Resident Information Query**

Sort By Resident Name

01/21/2018      Transfer from a Hospital      Urgent      Commercial Like Medicare - BS OF CALIFORNIA      PO BOX 580376 ELK GROVE, CA 95758

**PIN/309/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2020	Transfer from a Hospital	Urgent	Kaiser Senior	10256 COLOMA ROAD RANCHO CORDOVA, CA 95670

**PIN/311/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4021 MCCLAIN WAY APT #9 CARMICHAEL, CA 95608

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/28/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7193 Camel Rock Way Citrus Heights, CA 95610

**GRE/509/C**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/02/2022	Transfer from a Hospital	Urgent	Medi-cal	7321 Larchmont Drive North Highlands, CA 95660

**PUR/401/C**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/06/2022	Transfer from a Hospital	Elective	PR	1248 Stone Hearth Lane Lincoln, CA 95648



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Kaiser Senior
11/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4718 CAMERON RANCH DRIVE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/B	Kaiser Senior
05/10/2019	Transfer from a Hospital	Urgent	Kaiser Senior	314 SIERRA BLVD ROSEVILLE, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/A	Kaiser Senior
10/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5735 SHADOW CREEK DR SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior
01/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1071 FULTON AVE APT 220 SACRAMENTO, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/A	Kaiser Senior
02/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4630 CHANCERY WAY SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

01/17/2020      Transfer from a Hospital      Urgent      Kaiser Senior      6001 CHERRELYN WAY CARMICHAEL, CA 95608

**PIN/308/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/20/2022	Transfer from Other	Urgent	Other Hospice - Interim Hospice	3000 Merrywood Drive Sacramento, CA 95825

**PUR/802/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/30/2020	Transfer from a Hospital	Urgent	Medicare Part A	748 SANTA RITA WAY SACRAMENTO, CA 95864

**BLU/700/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/20/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2701 CORABEL LANE #145 SACRAMENTO, CA 95821

**PUR/804/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1530 fredrick drive FOLSOM, CA 95630

**PIN/303/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/30/2021	Transfer from a Hospital	Elective	Medicare Part A	1002 Sibley Street Folsom, CA 95630

**Resident Information Query**

Sort By Resident Name

				<b>PIN/307/B</b>		<b>Kaiser Traditional</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
10/29/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	4616 OTTAWA COURT ROCKLIN, CA 95765			

				<b>PUR/401/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/25/2022	Transfer from a SNF	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 1703 FAIR OAKS, CA 95628			

				<b>PIN/303/A</b>		<b>Kaiser GMC</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/02/2021	Transfer from a Hospital	Elective	Kaiser GMC	180 Silver Eagle Road Sacramento, CA 95838			

				<b>PUR/801/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
09/22/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1271 RUDGER WAY SACRAMENTO, CA 95833			

				<b>BLU/101/B</b>		<b>Kaiser Traditional</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/02/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	3016 FOUR SEASONS DR EL DORADO HILLS, CA 95762			

				<b>PIN/314/C</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

**Sort By** Resident Name

06/08/2020    Transfer from a Hospital    Urgent    Kaiser Senior    3775 BREUNER AVE  
SACRAMENTO, CA 95819

**PUR/804/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	100 SOPHYS CT ROSEVILLE, CA 95747

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/26/2019	Transfer from a Hospital	Elective	Kaiser Senior	1910 HALLEY LANE RESCUE, CA 95672

**BLU/104/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/05/2019	Transfer from a Hospital	Urgent	Medicare Part A	7035 GUMWOOD CIRCLE CITRUS HEIGHTS, CA 95621

**BLU/103/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/28/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7764 POPLAR AVE APT 32 CITRUS HEIGHTS, CA 95621

**BLU/701/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	9120 FEATHER RIVER WAY SACRAMENTO, CA 95826

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/703/A	Kaiser Senior
09/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5022 TYLER STREET SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/B	Kaiser Senior
04/18/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3861 EXMOOR CIRCLE SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/A	Kaiser Senior
01/09/2021	Transfer from a Hospital	Urgent	Kaiser Senior	3765 GRASS VALLEY HWY SONGBIRD SPACE 246 AUBURN, CA 95602		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/B	Kaiser Traditional
11/05/2021	Transfer from a Hospital	Elective	Kaiser Traditional	1699 Daniel Drive Lincoln, CA 95648		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/A	Kaiser Senior
12/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	922 MOUNT RANIER WAY EL DORADO HILLS, CA 95762		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

12/28/2019      Transfer from a Hospital      Urgent      Kaiser Senior      7916 BROCKWOOD WAY CITRUS HEIGHTS, CA 95621

**PUR/603/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/25/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	5861 LAGUNA TRAIL WAY ELK GROVE, CA 95758

**GRE/502/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/30/2017	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	8350 FAIR OAKS BLVD #1112 CARMICHAEL, CA 95608

**PIN/308/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/21/2022	Transfer from a Hospital	Elective	Medicare Part A	9730 Backer Ranch Road Elk Grove, CA 95757

**PIN/303/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	43 ROBLES ST SACRAMENTO, CA 95828

**GRE/509/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/29/2019	Transfer from a Hospital	Urgent	Medi-cal	5120 GREENBERRY DRIVE SACRAMENTO, CA 95841

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/A	Kaiser Senior
01/12/2018	Transfer from a Hospital	Urgent	Kaiser Senior	9202 CHERRY AVE ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/D	Kaiser Senior
05/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	329 S WILLARD AVE APT A SAN JOSE, CA 95126		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/302/A	Kaiser Senior
03/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1302 OAK AVE DAVIS, CA 95616		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	PDPM MANAGED CARE
07/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO	2323 Ramon Drive Sacramento, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/B	PDPM MANAGED CARE
04/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	543 Jamie Court Rio Linda, CA 95673		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

04/27/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    634 MONTRIDGE WAY EL DORADO HILLS, CA 95762

**PUR/404/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/08/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9325 East Stockton Boulevard Elk Grove, CA 95624

**PUR/404/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/15/2020	Transfer from a SNF	Urgent	Other Hospice - Bristol Hospice	2904 TERILYN STREET SACRAMENTO, CA 95826

**BLU/101/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/16/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	6733 HAZEL AVE ORANGEVALE, CA 95662

**BLU/700/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5916 Meghan Way Sacramento, CA 95842

**PIN/204/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/03/2019	Transfer from a Hospital	Urgent	Other Hospice - VITAS	3151 NOTRE DAME DRIVE ROOM 137 SACRAMENTO, CA 95826



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/202/B	Medi-cal
11/30/2020	Transfer from a Hospital	Elective	Medi-cal	2909 MARCONI AVE APT 4 SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/403/A	Kaiser GMC
02/27/2020	Transfer from a Hospital	Urgent	Kaiser GMC	9061 CORTINA CIRCLE ROSEVILLE, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/A	Kaiser Senior
10/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8912 ROSETTA CR SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/A	Medicare Part A
08/31/2021	Transfer from a Hospital	Urgent	Medicare Part A	2711 Zinfandel Drive Rancho Cordova, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/310/A	PDPM MANAGED CARE
02/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2306 66th Avenue Sacramento, CA 95822		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

02/21/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    7125 FAIR OAKS BLVD APT# 217 CARMICHAEL, CA 95608

**PIN/314/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/09/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7741 LORIN AVE SACRAMENTO, CA 95828

**BLU/701/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1015 MADDEN LN APT 215 ROSEVILLE, CA 95661

**PIN/311/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/31/2022	Transfer from a Hospital	Elective	Medicare Part A	11473 Emma Nevada Court Gold River, CA 95670

**PUR/401/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/07/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2600 Los Feliz Way Carmichael, CA 95608

**PUR/801/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2620 SHERIDAN WAY SACRAMENTO, CA 95821

**PIN/314/A**

**Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2021	Transfer from a Hospital	Elective	Kaiser Traditional	HOMELESS SACRAMENTO, CA 99999

**PIN/307/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/25/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4604 BRIARWOOD DR SACRAMENTO, CA 95821

**PUR/600/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8581 SONIA AVE ORANGEVALE, CA 95662

**BLU/702/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/17/2019	Transfer from a Hospital	Elective	Medicare Part A	4901 LITTLE OAK LANE APT 88 SACRAMENTO, CA 95841

**BLU/103/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	8725CENTRAL AVENUE ORANGEVALE, CA 95621

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2950 ROUTIER ROAD SPC 79 SACRAMENTO, CA 95827

**Resident Information Query**

Sort By Resident Name

				PIN/314/C	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
04/04/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Conifer	645 Willard Drive Folsom, CA 95630	

				PUR/602/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/07/2019	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 401 GARDEN VALLEY, CA 95633	

				GRE/507/B	Medi-cal
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/23/2015	Transfer from a Hospital	Elective	Medi-cal	5006 MARCONI AVE # 63 CARMICHAEL, CA 95608	

				BLU/101/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/21/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6540 STONEMAN DRIVE NORTH, CA 95660	

				PUR/401/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	9617 GOLDEN DR ORANGEVALE, CA 95662	

				PUR/804/A	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

11/26/2018    Transfer from a Hospital    Urgent    Kaiser Traditional    6521 6TH ST  
RIO LINDA, CA  
95673

**PUR/401/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/03/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Hills Physicians    6900 ALMOND AVE SPACE 46  
ORANGEVALE, CA 95662

**PUR/401/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/11/2019    Transfer from a Hospital    Urgent    Kaiser Senior    2513 MARINA POINT LANE  
ELK GROVE, CA  
95758

**PIN/311/C**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

09/23/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    1344 COPPING WAY  
FOLSOM, CA  
95630

**PUR/602/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/01/2018    Transfer from a Hospital    Urgent    Kaiser Traditional    3939 WALNUT AVE., #326  
CARMICHAEL, CA 95608

**PIN/311/D**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/01/2020    Transfer from a Hospital    Urgent    Medicare Part A    6731 VIVIENDA LN  
CITRUS HEIGHTS, CA  
95621

**PUR/603/B**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	947 GOLD NUGGET CR LINCOLN, CA 95648

**PIN/310/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/06/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	2868 Merriam Lane El Dorado Hills, CA 95762

**PUR/600/B Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/16/2018	Transfer from a Hospital	Elective	Kaiser Senior	2925 RIDGE PASS DR CAMERON PARK, CA 95682

**PUR/802/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/30/2022	Transfer from a Hospital	Elective	Medicare Part A	4749 Cottage Lane Roseville, CA 95747

**PUR/600/B Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/28/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	PO BOX 1621 IONE, CA 95640

**PUR/802/B Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

10/22/2020      Transfer from a Hospital      Urgent      Medicare Part A      4228 SLOAN DRIVE  
North Highlands, CA 95660

**PUR/602/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/07/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	4066 SHAKER RUN CIR FAIRFIELD, CA 94533

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/31/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1341 Standish Circle Lincoln, CA 95648

**PUR/401/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/17/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	4375 Ardwell Way Sacramento, CA 95823

**BLU/103/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/29/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - HEALTHNET	3939 WALNUT AVENUE D315 BOX 177 CARMICHAEL, CA 95608

**PIN/302/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/15/2020	Transfer from a Hospital	Urgent	Medicare Part A	5510 SKY PARKWAY SACRAMENTO, CA 95823

**Resident Information Query**

Sort By Resident Name

				<b>PIN/301/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
03/27/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3155 Golden Trail St Rocklin, CA 95765			

				<b>BLU/103/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1036 MEADOW ROAD WEST SACRAMENTO, CA 95691			

				<b>PUR/803/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
12/23/2019	Transfer from a Hospital	Elective	Kaiser Senior	808 CLARK AVE #17 YUBA CITY, CA 95991			

				<b>PIN/307/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/29/2019	Transfer from a Hospital	Urgent	Kaiser Senior	21693 KNIGHTS RD KNIGHTS LANDING, CA 95645			

				<b>BLU/101/A</b>		<b>Kaiser Traditional</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
07/23/2019	Transfer from a Hospital	Elective	Kaiser Traditional	4932 PATRIC WAY CARMICHAEL, CA 95608			

				<b>PUR/401/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			



**Resident Information Query**

**Sort By** Resident Name

09/27/2020    Transfer from a Hospital    Urgent    Kaiser Senior    1483 BAYBERRY LANE LINCOLN, CA 95648

**PUR/401/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/12/2008	Transfer from a SNF	Elective	Medi-cal	6245 OAK LAKES LN CITRUS HEIGHTS, CA 95621

**PUR/803/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2018	Transfer from a Hospital	Urgent	Kaiser Senior	BROOKDALE GREENHAVEN #116 6350 RIVERSIDE BLVD SACRAMENTO, CA 95831

**PUR/404/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/29/2021	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 1185 CARMICHAEL, CA 95609

**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5757 Cypress Avenue Apt 172 Carmichael, CA 95608

**PUR/601/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

06/22/2020    Transfer from a Hospital    Urgent    Kaiser Senior    110 EDGEMAR COURT  
Sacramento, CA 95835

**PIN/304/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/22/2019    Transfer from a Hospital    Urgent    Kaiser Senior    811 KNIGHT LANE  
EL DORADO HILLS, CA 95762

**PIN/303/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/30/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6432 SAGEBRUSH WAY  
SACRAMENTO, CA 95842

**BLU/700/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/27/2019    Transfer from a Hospital    Urgent    Medicare Part A    11390 COLOMA ROAD  
GOLD RIVER, CA 95670

**PUR/600/B**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/24/2022    Transfer from a Hospital    Elective    Kaiser Traditional    9152 Linda Rio Drive  
Sacramento, CA 95826

**BLU/101/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/09/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1451 Rocky Ridge Drive Apt  
1906 Roseville, CA 95661

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/B	Kaiser Senior
01/25/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1088 MARSEILLE LANE ROSEVILLE, CA 95747		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/A	PR
07/08/2020	Transfer from a Hospital	Urgent	PR	6399 GREENLEAF LN FORESTHILL, CA 95631		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/A	Kaiser Senior
01/03/2019	Transfer from a SNF	Urgent	Kaiser Senior	6840 ESRIG WAY SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/D	Kaiser GMC
07/29/2019	Transfer from a Hospital	Urgent	Kaiser GMC	2330 VEHICLE DR APT 147 RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior
08/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6605 PENNEY WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

07/07/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 710 La Sierra Drive Sacramento, CA 95864

**GRE/503/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/23/2022	Transfer from a Hospital	Elective	Medi-cal	9210 Big Horn Boulevard #307 Elk Grove, CA 95758

**BLU/703/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/20/2019	Transfer from a Hospital	Information Not Available	Medicare Part A	3939 WALNUT AVE 321 CARMICHAEL, CA 95608

**PUR/404/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/30/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6216 Brockenhurst Drive Elk Grove, CA 95758

**BLU/700/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2725 ESCOBAR WAY SACRAMENTO, CA 95827

**BLU/700/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	22 CADILLAC DR APT 236 SACRAMENTO, CA 95825

**Resident Information Query**

Sort By Resident Name

				PUR/803/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/27/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Health Net	P.O. BOX 634 ORANGEVALE, CA 95662	

				BLU/700/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/20/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7151 MURIETA PARKWAY #32 RANCHO MURIETA, CA 95683	

				BLU/700/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/10/2018	Transfer from a Hospital	Urgent	Kaiser Senior	11160 UTOPIA RIVER CT RANCHO CORDOVA, CA 95670	

				BLU/102/A	Medi-cal
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/02/2020	Transfer from a Hospital	Elective	Medi-cal	5842 PALM AVE SACRAMENTO, CA 95841	

				PIN/309/A	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/31/2021	Transfer from a Hospital	Elective	Kaiser Traditional	2901 Connie Drive Sacramento, CA 95815	

				BLU/101/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

Sort By Resident Name

01/21/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3  
CONSTANTINE  
CT  
SACRAMENTO,  
CA 95831

**PUR/801/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5120 MARCONI AVE #7 CARMICHAEL, CA 95608

**PIN/307/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/05/2020	Transfer from a Hospital	Urgent	Kaiser Senior	9490 Goden Gate Avenue Orangevale, CA 95662

**PUR/403/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5120 MARCONI AVENUE #7 CARMICHAEL, CA 95608

**PUR/602/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/09/2018	Transfer from a Hospital	Urgent	Medicare Part A	9010 CAMINO DEL AVION GRANITE BAY, CA 95746

**BLU/102/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/20/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	10 Calisesi Court Oakley, CA 94561

**PUR/602/A**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	504 Bedford Court Roseville, CA 95661

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8350 FAIR OAKS BOULEVARD APT 131 CARMICHAEL, CA 95608

**PIN/302/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/18/2021	Transfer from a Hospital	Elective	Medicare Part A	2256 Spring Grove Drive Roseville, CA 95747

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6650 CROSSWOODS CIR #52 CITRUS HEIGHTS, CA 95621

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/30/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	1181 Secret Lake Loop Lincoln, CA 95648

**GRE/503/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

10/07/2009    Transfer from a Hospital    Elective    Other Hospice - VITAS Hospice    6601 BLUE OAKS BLVD  
3501  
ROCKLIN, CA  
95765

**PUR/401/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/11/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6316 MISTY WOODS WAY CITRUS HEIGHTS, CA 95621

**PUR/600/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	6363 Wexford Circle Citrus Heights, CA 95621

**BLU/102/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/17/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7723 SMOLEY WAY CITRUS HEIGHTS, CA 95610

**BLU/101/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	3375 SUDBURY ROAD CAMERON PARK, CA 95682

**PUR/801/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

07/30/2019    Transfer from a Hospital    Urgent    Kaiser Senior    4934 JACKSON ST  
NORTH HIGHLANDS, CA 95660

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3151 NOTRE DAME DR #24 SACRAMENTO, CA 95826
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**PIN/308/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5201 DEWEY DR FAIR OAKS, CA 95628
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**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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11/29/2019	Transfer from a Hospital	Elective	Kaiser Senior	P.O. BOX 273 ROSEVILLE, CA 95661
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**PIN/303/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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10/30/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	209 B 4TH STREET WHEATLAND, CA 95692
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**PUR/403/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/30/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4912 WERRE COURT ELK GROVE, CA 95757
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**PUR/401/A**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/19/2022	Transfer from a Hospital	Elective	Medicare Part A	6404 HAZEL AVENUE ORANGEVALE, CA 95662		
					<b>PUR/602/B</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/24/2019	Transfer from a Hospital	Urgent	Kaiser GMC	5585 3RD STREET ROCKLIN, CA 95677		
					<b>PUR/603/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/03/2018	Transfer from a Hospital	Urgent	Medicare Part A	8550 BARTON ROAD ESKATON GRANITE BAY GRANITE BAY, CA 95746		
					<b>PUR/603/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	11921 ARNO ST WILTON, CA 95693		
					<b>BLU/703/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3201 SANTA FE WAY APT 228D ROCKLIN, CA 95765		
					<b>BLU/701/B</b>	<b>Kaiser Senior</b>

**Resident Information Query**

**Sort By** Resident Name

10/14/2018    Transfer from a Hospital    Urgent    Kaiser Senior    605 SERENE COURT ROSEVILLE, CA 95678

**PUR/602/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/14/2022    Transfer from a Hospital    Urgent    Medicare Part A    3415 Mayhew Road #83 Sacramento, CA 95827

**BLU/702/B**

**Other Hospice**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/01/2017    Transfer from Other    Urgent    Other Hospice - Bristol Hospice    2640 SWALLOWVIEW DRIVE LINCOLN, CA 95648

**PUR/602/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/16/2018    Transfer from a Hospital    Urgent    Kaiser Senior    8650 RANCHWOOD CT FAIR OAKS, CA 95628

**PUR/804/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/03/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    5984 YORK GLEN WAY SACRAMENTO, CA 95842

**PUR/801/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/24/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7418 STOCK RANCH RD CITRUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Medicare Part A
04/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	6225 SUTTER AVE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/B	Kaiser Senior
05/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	407 DECATUR STREET FOLSOM, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/312/A	PDPM MANAGED CARE
02/10/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	251 Rivertree Way Sacramento, CA 95831		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/A	Kaiser Senior
03/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4156 DENA WAY SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Kaiser Senior
03/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8600 CENTRAL AVE ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

10/09/2019    Transfer from a Hospital    Urgent    Kaiser Senior    8194 POWER INN RD 103 SACRAMENTO, CA 95828

**PIN/314/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/29/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    6956 AMBERWICK WAY CITRUS HEIGHTS, CA 95621

**BLU/700/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/07/2018    Transfer from a Hospital    Urgent    Kaiser Traditional    6523 EVESHAM CIRCLE #31 CITRUS HEIGHTS, CA 95621

**PUR/404/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/27/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1547 PALOS VERDES LAFAYETTE, CA 94549

**BLU/701/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/09/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6407 VAN MAREN LANE CITRUS HEIGHTS, CA 95621

**PUR/602/B**

**Commercial Like Medicare**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/01/2019    Transfer from a Hospital    Urgent    Commercial Like Medicare - United Healthcare    8721 STEVE WAY ORANGEVALE, CA 95662

**Resident Information Query**

Sort By Resident Name

					PIN/307/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/30/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	1867 Andover Lane Lincoln, CA 95648		

					PIN/303/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2030 Allen Drive Auburn, CA 95602		

					PUR/603/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/12/2018	Transfer from a Hospital	Urgent	Kaiser Senior	14983 LAGO DR RANCHO MURIETA, CA 95683		

					PUR/600/B	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/29/2019	Transfer from a Hospital	Elective	Kaiser Traditional	5304 MOSSY STONE WAY RANCHO, CA 95742		

					PIN/314/A	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/03/2020	Transfer from a Hospital	Urgent	Medicare Part A	9640 TANGLEWOOD CIRCLE ORANGEVALE, CA 95662		

					PIN/312/A	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

09/10/2022    Transfer from a Hospital    Urgent    Medicare Part A    6021 41st Street  
Sacramento, CA 95824

**PUR/401/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/11/2020	Transfer from a Hospital	Urgent	Medicare Part A	7549 CENTER PARKWAY SACRAMENTO, CA 95823

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/29/2018	Transfer from a Hospital	Urgent	Kaiser Senior	417 W ACRES RD #15 WEST SACRAMENTO, CA 95691

**PUR/403/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/17/2021	Transfer from a Hospital	Elective	Medicare Part A	6155 Oakgreen Circle Carmichael, CA 95608

**PUR/401/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/09/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6601 INDIAN RIVER DRIVE CITRUS HEIGHTS, CA 95621

**GRE/509/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/17/2018	Transfer from Other	Urgent	Medi-cal	P.O BOX 580938 CA ELK GROVE, CA 95758

**Resident Information Query**

Sort By Resident Name

				BLU/101/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	7125 FAIR OAKS BLVD #117 CARMICHAEL, CA 95608	

				PUR/802/A	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
03/26/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	6534 TONZI ROAD IONE, CA 95640	

				PUR/601/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3029 IRONWOOD WAY WEST SACRAMENTO, CA 95691	

				PIN/309/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/16/2020	Transfer from a Hospital	Urgent	Medicare Part A	2088 APPERSETT LOOP Roseville, CA 95747	

				PUR/600/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/18/2019	Transfer from a Hospital	Urgent	Medicare Part A	6925 NAVARRO CT CITRUS HEIGHTS, CA 95621	

				PIN/306/B	Kaiser Senior
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/31/2020	Transfer from a Hospital	Urgent	Kaiser Senior	9312 APPALACHIAN DR SACRAMENTO, CA 95827

██████████ ██████████ **BLU/700/A** **PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/30/2017	Transfer from a Hospital	Urgent	PR	1570 RESPONSE RD #1077 SACRAMENTO, CA 95815

██████████ ██████████ **BLU/702/B** **Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/15/2019	Transfer from a Hospital	Elective	Medi-cal - Molina	5161 FOOTHILLS BVLD. #233 ROSEVILLE, CA 95746

██████████ ██████████ **PUR/801/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	133 BUNYA WAY ROSEVILLE, CA 95661

██████████ ██████████ **BLU/702/B** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/26/2019	Transfer from a Hospital	Elective	Kaiser Senior	7780 SLUG GULCH ROAD SOMERSET, CA 95684

██████████ ██████████ **BLU/700/B** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

12/06/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 100 MERROW STREET AUBURN, CA 95603

**PUR/603/A**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

08/12/2018 Transfer from a Hospital Urgent Kaiser Senior 5617 GREENACRES WAY ORANGEVALE, CA 95662

**BLU/701/A**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

02/03/2020 Transfer from a Hospital Urgent Kaiser Senior 3084 YELLOWSTONE LANE SACRAMENTO, CA 95821

**BLU/103/A**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

07/24/2019 Transfer from a Hospital Urgent Kaiser Senior 5725 SHANNON BAY DRIVE #122 ROCKLIN, CA 95677

**PIN/311/B**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/11/2022 Transfer from a Hospital Urgent PDPM MANAGED CARE - Kaiser Senior 1352 Grand Junction Way Roseville, CA 95747

**PUR/600/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

07/22/2019 Transfer from a Hospital Elective Kaiser Senior 5617 GREEN ACRES WAY ORANGEVALE, CA 95662

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	Kaiser Senior
12/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6105 VIA CASITAS CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	Kaiser Senior
05/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 923 POLLOCK PINES, CA 95726		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/B	Kaiser GMC
03/07/2018	Transfer from a Hospital	Urgent	Kaiser GMC	9446 SALISHAN CT SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	PDPM MANAGED CARE
04/24/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6309 WOOD CREEK AVE CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/A	PDPM MANAGED CARE
05/04/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Humana	601 Feature Drive Sacramento, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Kaiser Traditional

**Resident Information Query**

Sort By Resident Name

06/22/2018 Transfer from a Hospital Urgent Kaiser Traditional 4517 BOMARK WAY SACRAMENTO, CA 95842

**PUR/804/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/15/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	8516 SLEEPY HOLLOW LANE ELK GROVE, CA 95624

**PUR/401/C**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/26/2022	Transfer from a Hospital	Elective	Medicare Part A	2385 Arden Way Sacramento, CA 95825

**PUR/804/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/08/2022	Transfer from a SNF	Elective	PDPM MANAGED CARE - Kaiser Senior	5204 LAKE KNOLL LANE FAIR OAKS, CA 95628

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
	Transfer from a Hospital	Urgent	Kaiser Senior	7624 PINTAIL CR CITRUS HEIGHTS, CA 95621

**PIN/314/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/26/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1607 PRESIDIO WAY Roseville, CA 95661

**PUR/600/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/29/2018	Transfer from a Hospital	Elective	Kaiser Senior	3107 SHELBY COURT ROCKLIN, CA		
					<b>PUR/401/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	641 FEATURE DRIVE #126 SACRAMENTO, CA 95825		
					<b>PUR/804/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/02/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1701 CREEKSIDE DR #9103 FOLSOM, CA 95630		
					<b>PUR/602/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2720 T STREET SACRAMENTO, CA 95816		
					<b>PUR/803/B</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/30/2022	Transfer from a Hospital	Elective	Kaiser GMC	5013 Hari Gopal Way Sacramento, CA 95823		
					<b>PIN/309/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/22/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	11412 COLOMA RD GOLD RIVER, CA 95670		
					<b>PUR/804/A</b>	<b>Kaiser Senior</b>

### Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/20/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1765 5TH AVE SACRAMENTO, CA 95818		
					<b>PUR/803/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/02/2018	Transfer from a Hospital	Elective	Medi-cal	6001 CHERRELYN WAY CARMICHAEL, CA 95608		
					<b>PUR/603/A</b>	<b>Commercial Like Medicare</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/04/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMENTO	8342 BIG OAK DRIVE CITURS HEIGHTS, CA 95610		
					<b>BLU/202/B</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/05/2022	Transfer from Other	Urgent	PR	4335 Vista De Lago Way Fair Oaks, CA 95628		
					<b>PIN/307/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/02/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5253 Tucson Circle Fair Oaks, CA 95628		
					<b>PUR/600/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

06/06/2020    Transfer from a Hospital    Urgent    Kaiser Senior    7340 STOCK RANCH ROAD #117 CITRUS HEIGHTS, CA 95621

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4525 MANZANITA AVE #205 CARMICHAEL, CA 95608

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/07/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1405 SOUTHWOOD WAY ROSEVILLE, CA 95674

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/26/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2020 ADOBE TRAIL PLACERVILLE, CA 95667

**BLU/700/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/27/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO	5545 BARBARA WAY CARMICHAEL, CA 95608

**PIN/310/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

06/08/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    172 Bittercreek Drive Folsom, CA 95630

**PUR/404/D**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/22/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1397 Sun Tree Drive Roseville, CA 95661

**PUR/602/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/22/2018    Transfer from a Hospital    Urgent    Kaiser Senior    2280 ZINFANDEL DRIVE RANCHO CORDOVA, CA 95670

**BLU/403/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/06/2019    Transfer from a Hospital    Urgent    Kaiser Senior    38 HANCOCK DRIVE ROSEVILLE, CA 95678

**PUR/600/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/21/2022    Transfer from a Hospital    Information Not Available    PDPM MANAGED CARE - Kaiser Senior    8350 Fair Oaks Boulevard Carmichael, CA 95608

**PUR/600/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/14/2022    Transfer from a Hospital    Elective    Medicare Part A    7554 Fairway Two Avenue Fair Oaks, CA 95628



## Resident Information Query

Sort By Resident Name

				PIN/314/B		Medicare Part A	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
04/02/2022	Transfer from a Hospital	Elective	Medicare Part A	2708 Clay Street Sacramento, CA 95815			

				PUR/600/A		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
01/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6801 SHALIMAR WAY CITRUS HEIGHTS, CA 95621			

				PUR/804/A		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
08/18/2018	Transfer from a Hospital	Urgent	Kaiser Senior	10816 DUNBAR WAY RANCHO CORDOVA, CA 95670			

				PUR/404/D		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
08/30/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5821 DRY CREEK RD #55 RIO LINDA, CA 95673			

				PUR/601/A		Kaiser GMC	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
03/01/2022	Transfer from a Hospital	Elective	Kaiser GMC	7319 Purple Sage Court Sacramento, CA 95829			

				PIN/308/B		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			

**Resident Information Query**

Sort By Resident Name

08/04/2020    Transfer from a Hospital    Urgent    Kaiser Senior    6263 PINECREEK WAY CITRUS HEIGHTS, CA 95621

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/03/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6248 DUNDEE DRIVE NORTH HIGHLANDS, CA 95660

**PUR/404/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/02/2022	Transfer from a Hospital	Elective	Kaiser Traditional	5624 Memory Lane Fair Oaks, CA 95628

**PUR/401/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/30/2017	Transfer from a Hospital	Urgent	Medi-cal	4434 MITCHUM CT ANTELOPE, CA 95843

**PUR/803/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3220 GARFIELD AVE CARMICHAEL, CA 95608

**PUR/603/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/25/2020	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	224 CLUB HOUSE DRIVE RANCHO CORDOVA, CA 95670

**Resident Information Query**

Sort By Resident Name

				PIN/307/B		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
04/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3365 Kittiwake Drive Sacramento, CA 95833			

				PIN/307/B		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
03/01/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2430 FAIR OAKS BLVD # 94 SACRAMENTO, CA 95825			

				PUR/602/B		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
06/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	395 RIVERVIEW DR AUBURN, CA 95603			

				PIN/314/B		Medicare Part A	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
08/15/2022	Transfer from a Hospital	Urgent	Medicare Part A	6834 Rappahannock Way Carmichael, CA 95608			

				PIN/301/A		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
08/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3499 PONZI CT RANCHO CORDOVA, CA 95670			

				PUR/801/B		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			

**Resident Information Query**

Sort By Resident Name

11/16/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5601 NATOMAS BOULEVARD #3301 SACRAMENTO, CA 95835

**BLU/101/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/10/2020	Transfer from a Hospital	Urgent	Medicare Part A	8137 TREECREST AVENUE FAIR OAKS, CA 95628

**PUR/401/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/03/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	7728 DUSTY LANE MODESTO, CA 95357

**PUR/401/D**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/28/2021	Transfer from a Hospital	Elective	Medicare Part A	4238 DAYBREAK LANE SACRAMENTO, CA 95821

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1451 ROCKY RIDGE DRIVE #901 ROSEVILLE, CA 95661

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 255811 SACRAMENTO, CA 95865

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/B	PDPM MANAGED CARE
11/10/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Hills Physicians	5706 Jeff Way Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/B	Kaiser Senior
04/20/2018	Transfer from a Hospital	Elective	Kaiser Senior	5901 CROWDER WAY SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/B	Medicare Part A
02/21/2019	Transfer from a Hospital	Urgent	Medicare Part A	701 CASCARA DR FOLSOM, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/A	PDPM MANAGED CARE
10/03/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - Hills Physicians	2529 Greenwood Lane Cameron Park, CA 95682		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/B	Kaiser Senior
07/31/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3510 DAVID WAY SACRAMENTO, CA 95820		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Kaiser Traditional

**Resident Information Query**

Sort By Resident Name

02/26/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    2031 MT CEDAR RD GEORGETOWN, CA 95634

**BLU/403/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/13/2019	Transfer from a Hospital	Urgent	Kaiser Senior	244 AMERICAN CANYON RD #141 AMERICAN CANYON, CA 94503

**PIN/311/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2901 EL CAMINO AVENUE APT #250 SACRAMENTO, CA 95821

**PUR/802/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/07/2022	Transfer from a Hospital	Elective	Kaiser GMC	6344 Greenback Lane Citrus Heights, CA 95621

**BLU/700/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/21/2021	Transfer from a Hospital	Elective	Medi-cal	3411 IVY STREET SACRAMENTO, CA 95838

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

11/30/2021    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    7511 LA BELLA CIRCLE SPACE #28 NORTH HIGHLANDS, CA 95660

**BLU/701/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	533 G STREET DAVIS, CA 95616

**PIN/302/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/18/2017	Transfer from a Hospital	Urgent	PR	3015 VICTORIA DR SACRAMENTO, CA 95821

**BLU/104/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/27/2019	Transfer from a Hospital	Urgent	PR	3711 MORSE AVE APT 34 SACRAMENTO, CA 95821

**PUR/401/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/21/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5006 Kenneth Avenue Carmichael, CA 95608

**BLU/700/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/04/2022	Transfer from a Hospital	Information Not Available	Other Hospice - VITAS Hospice	8780 Madison Avenue Fair Oaks, CA 95628

**PIN/302/A**

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/15/2020	Transfer from a Hospital	Urgent	Medicare Part A	9424 PANDORA COURT ORANGEVALE, CA 95662

**BLU/101/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/29/2016	Transfer from Hospice Under Hospice Plan	Elective	Other Hospice - VITAS	7000 ANSBROUGH DRIVE CITRUS HEIGHTS, CA 95621

**PUR/603/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5500 MACK ROAD # 127 Sacramento, CA 95823

**PUR/600/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/21/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8969 EAGLESON COURT SACRAMENTO, CA 95826

**PIN/311/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/28/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - Kaiser Senior	3745 Viola Drive North Highlands, CA 95660

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

02/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	6221 Valor Way Carmichael, CA 95608		
					<b>PUR/404/D</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
09/24/2020	Transfer from a Hospital	Urgent	Medicare Part A	8829 LAKE NIMBUS DRIVE Fair Oaks, CA 95628		
					<b>PUR/803/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
04/15/2022	Transfer from a SNF	Elective	PDPM MANAGED CARE - Kaiser Senior	7299 Dutch Flat Drive North Highlands, CA 95660		
					<b>PUR/601/B</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
02/19/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - BS OF CALIFORNIA	6151 HILLTOP DRIVE CARMICHAEL, CA 95608		
					<b>PUR/804/A</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
12/21/2018	Transfer from a Hospital	Urgent	Kaiser GMC	5700 AUBURN BOULEVARD #2 SACRAMENTO, CA 95841		
					<b>PUR/404/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	14 Alcalá Court Sacramento, CA 95823		
					<b>PUR/601/A</b>	<b>PDPM MANAGED CARE</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8113 GLEN CREEK WAY CITRUS HEIGHTS, CA 95610		
					<b>PUR/404/D</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/14/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1846 MARIE DR TAYLORSVILLE, CA 95983		
					<b>BLU/204/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/12/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6817 SAN DIMAS CT CITRUS HEIGHTS, CA 95621		
					<b>PIN/303/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3833 AMBROSIA LANE MODESTO, CA 95356		
					<b>PUR/601/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/07/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6019 BOURBON DRIVE CARMICHAEL, CA 95608		
					<b>BLU/103/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

**Sort By** Resident Name

07/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    1935 WRIGHT ST #227 SACRAMENTO, CA 95825

**BLU/701/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/22/2018    Transfer from a Hospital    Urgent    Kaiser Senior    1348 FITCH WAY SACRAMENTO, CA 95864

**PUR/600/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/04/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3501 W RIVER DR SACRAMENTO, CA 95833

**BLU/104/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/20/2019    Transfer from a Hospital    Urgent    Kaiser Senior    386 Silverhorn Drive FOLSOM, CA 95630

**PIN/310/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/27/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    4526 Orange Grove Avenue Sacramento, CA 95841

**PIN/303/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

09/11/2019    Transfer from a Hospital    Urgent    Kaiser Senior    8642 LAURUS CT ANTELOPE, CA 95843

**PUR/601/B**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/29/2021	Transfer from a Hospital	Elective	PDPH MANAGED CARE - Kaiser Senior	6017 WINDING WAY #122 CARMICHAEL, CA 95608

**PIN/307/A**

**PDPH MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/06/2021	Transfer from a Hospital	Elective	PDPH MANAGED CARE - Kaiser Senior	105 MONTE VISTA APT 3 SAN CLEMENTE, CA 92672

**PUR/401/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/19/2021	Transfer from a Hospital	Elective	Medicare Part A	5979 Devecchi Avenue Citrus Heights, CA 95621

**PIN/314/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1501 SECRET RAVINE PKWY #1125 ROSEVILLE, CA 95661

**PUR/804/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/15/2022	Transfer from a Hospital	Urgent	Medicare Part A	11225 Crocker Grove Lane Gold River, CA 95670

**PUR/801/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

11/26/2018 Transfer from a Hospital Urgent Kaiser Senior 8845 FAIR OAKS BLVD CARMICHAEL, CA 95608

PUR/803/A

Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/25/2020	Transfer from a Hospital	Urgent	Medicare Part A	PO BOX 41 ORANGEVALE, CA 95662

PUR/801/A

Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5601 NATOMAS BLVD #22209 SACRAMENTO, CA 95835

PIN/312/A

Medicare Part A

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/13/2021	Transfer from a Hospital	Elective	Medicare Part A	175 HILLSIDE PLACE JACKSON, CA 95642

PIN/303/A

PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/02/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4712 Orono Court Fair Oaks, CA 95628

PUR/401/A

PDPM MANAGED CARE

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	255 WALES DR APT 58 FOLSOM, CA 95630

PIN/314/D

Kaiser Senior

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

12/08/2020 Transfer from a Hospital Urgent Kaiser Senior 1341 RIDGEDALE CT ROSEVILLE, CA 95661

**PUR/600/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/15/2021 Transfer from a Hospital Urgent Kaiser Senior 2969 GOVAN WAY SACRAMENTO, CA 95818

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/25/2021 Transfer from a Hospital Urgent PDPM MANAGED CARE - Kaiser Senior 16745 Holly Tree Lane Meadow Vista, CA 95722

**PIN/301/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/07/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1701 CREEKSIDE DR #5102 FOLSOM, CA 95630

**PUR/404/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/20/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 1701 Creekside Drive Folsom, CA 95630

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/29/2019 Transfer from a Hospital Urgent Kaiser Senior 332 SAVANNAH COURT ROSEVILLE, CA 95747

**PIN/306/B**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8810 LAKE NIMBUS DR FAIR OAKS, CA 95628

**PUR/804/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/19/2018	Transfer from a Hospital	Urgent	PR	1607 OLD HART RANCH RD ROSEVILLE, CA 95661

**PUR/801/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/10/2019	Transfer from a Hospital	Urgent	Medicare Part A	2741 CALIFORNIA AVENUE UNIT B CARMICHAEL, CA 95608

**PIN/308/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/25/2021	Transfer from a Hospital	Elective	Medicare Part A	3832 MIRAMONTE WAY NORHT HIGHLANDS, CA 95660

**PUR/601/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/15/2018	Clinic Referral	Urgent	Kaiser Senior	4956 WESTERBERG WAY CARMICHAEL, CA 95608

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

02/05/2019    Transfer from a Hospital    Elective    Kaiser Senior    6817 SILVERTHORN CIRCLE SACRAMENTO, CA 95842

**PIN/314/D**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/29/2017	Transfer from a Hospital	Urgent	PR	372 DELLAKERA DRIVE PORTOLA, CA 96122

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/26/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6920 WATT AVE #1217 NORTH HIGHLANDS, CA 95660

**PUR/403/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/14/2021	Transfer from a Hospital	Urgent	Kaiser Senior	7126 FRONT STREET Rio Linda, CA 95673

**BLU/103/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5224 LEADER AVENUE SACRAMENTO, CA 95841

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

07/08/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6204 PROVIDENCE WAY NORTH HIGHLANDS, CA 95660

**PIN/302/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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07/11/2019    Transfer from a Hospital    Elective    Kaiser Senior    1361 LONGSHORE COURT SACRAMENTO, CA 95838

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/25/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    3750 NORRIS AVE SACRAMENTO, CA 95821

**PIN/306/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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06/23/2020    Transfer from a Hospital    Urgent    Kaiser Senior    2020 LARKFLOWER WAY LINCOLN, CA 95648

**BLU/102/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/19/2018    Transfer from a Hospital    Urgent    Kaiser Senior    7361 CRYSTAL BLVD EL DORADO, CA 95623

**BLU/103/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

02/21/2020    Transfer from a Hospital    Urgent    Kaiser Senior    3 NOBLE CREAT LANE RANCHO CORDOVA, CA 95670

**PUR/403/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	P.O. Box 2154 CITRUS HEIGHTS, CA 95611

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/09/2019	Transfer from a Hospital	Urgent	Kaiser Senior	142 HAP ARNOLD LOOP ROSEVILLE, CA 95747

**PUR/404/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/10/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1780 CREEKSIDE DRIVE APT 1614 FOLSOM, CA 95630

**BLU/700/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/26/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9425 RANCHERIA DR WILTON, CA 95693

**PUR/803/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/21/2022	Transfer from a Hospital	Urgent	Medicare Part A	8350 FAIR OAKS BLVD APT #1216 CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/B	Kaiser Senior
04/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	11390 COLOMA ROAD APT A219 GOLD RIVER, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Medicare Part A
06/07/2019	Transfer from a Hospital	Urgent	Medicare Part A	5005 DEERPARK CIRCLE FAIR OAKS, CA 95628		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Kaiser Senior
05/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2120 BUTANO DR APT 14 SACRAMENTO, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/506/A	Medi-cal
05/27/2018	Transfer from a Hospital	Urgent	Medi-cal	7404 MANDEVILLE LN SACRAMENTO, CA 95828		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/C	Kaiser Senior
08/18/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8350 CEDARWOOD LANE CITRUS HEIGHTS, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/01/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3440 PALOMA DRIVE Loomis, CA 95650

[REDACTED] [REDACTED] **PUR/801/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/17/2019	Transfer from a Hospital	Urgent	Kaiser Senior	311 AMBERWOOD ROAD ROSEVILLE, CA 95678

[REDACTED] [REDACTED] **GRE/506/A** **Mercy Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/26/2020	Transfer from a Hospital	Urgent	Mercy Hospice	2926 WINDCHESTER WAY RANCHO CORDOVA, CA 95670

[REDACTED] [REDACTED] **PUR/801/B** **Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/14/2018	Transfer from a Hospital	Urgent	Medicare Part A	7420 WEST 4TH STREET RIO LINDA, CA

[REDACTED] [REDACTED] **PIN/308/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/23/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - BS OF CALIFORNIA	5277 VERNER AVE APT 3 SACRAMENTO, CA 95841

[REDACTED] [REDACTED] **BLU/701/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

06/15/2016 Transfer from a Hospital Urgent Medi-cal 6721 5TH STREET RIO LINDA, CA 95673

**PUR/603/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2020	Transfer from a Hospital	Urgent	Medicare Part A	1282 SOUTH BLUFF DRIVE ROSEVILLE, CA 95678

**BLU/103/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/29/2019	Transfer from a Hospital	Urgent	Medicare Part A	3728 LILY STREET APT 2 SACRAMENTO, CA 95838

**PUR/601/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/29/2017	Transfer from a Hospital	Urgent	Medicare Part A	2579 MARASCHINO CT UNION CITY, CA 94587

**PIN/309/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/12/2022	Transfer from a Hospital	Elective	Medicare Part A	6900 Almond Avenue Orangevale, CA 95662

**PUR/602/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/05/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	121 WOODSMOKE WAY FOLSOM, CA 95630

**Resident Information Query**

Sort By Resident Name

				<b>PUR/603/B</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/10/2021	Transfer from a Hospital	Elective	Medicare Part A	10556 Combie Rd. #80 Auburn, CA 95602			

				<b>PIN/301/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
12/09/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1811 STAGELINE CIRCLE ROCKLIN, CA 95765			

				<b>PUR/801/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
03/13/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5825 SAN ARDO WAY NORTH HIGHLANDS, CA 95660			

				<b>BLU/104/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
06/08/2022	Transfer from a SNF	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	6506 CARTERA COURT ELK GROVE, CA 95758			

				<b>BLU/104/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/23/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	741 Rose Creek Court Roseville, CA 95747			

				<b>PUR/401/B</b>		<b>Medicare Part A</b>	
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/09/2022	Transfer from a Hospital	Urgent	Medicare Part A	10765 Fair Oaks Boulevard Fair Oaks, CA 95628

**PUR/404/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/23/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	9600 Pinehurst Drive Roseville, CA 95747

**PUR/600/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/22/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6928 NEW CREEK LANE CITRUS HEIGHTS, CA 95621

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	80 MONTILLA CIRCLE SACRAMENTO, CA 95835

**PUR/602/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2019	Transfer from a Hospital	Information Not Available	Kaiser Traditional	3615 ARGONAUT AVENUE ROCKLIN, CA 95677

**BLU/701/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

08/01/2018    Transfer from a Hospital    Urgent    Medicare Part A    1025 CABRIS LANE ROSEVILLE, CA 95747

**PUR/802/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3271 Strolling Hills Road Cameron Park, CA 95682
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**PUR/401/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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12/16/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2329 MORAINE CIRCLE Rancho Cordova, CA 95670
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**BLU/701/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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10/27/2017	Transfer from a Hospital	Urgent	Medi-cal	8845 FAIR OAKS BLVD Orangevale, CA 95662
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**BLU/102/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/03/2021	Transfer from a Hospital	Elective	Other Hospice - VITAS	933 Q street Rio Linda, CA 95673
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**PIN/310/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4200 Silver Crest Avenue Sacramento, CA 95821
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**PUR/601/A**

**Kaiser Traditional**



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/18/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	1009 NICHOLAS AVENUE NICHOLAUS, CA 95659		
					<b>PUR/801/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9340 ORANGEVALE AVE #16 ORANGEVALE, CA 95662		
					<b>PIN/311/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/19/2021	Transfer from a Hospital	Urgent	Kaiser Senior	4642 MEDINA WAY NORTH HIGHLANDS, CA 95660		
					<b>BLU/702/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/22/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3430 Sierra View Ln Sacramento, CA 95821		
					<b>PUR/802/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5967 JEANINE DRIVE SACRAMENTO, CA 95842		
					<b>PUR/401/C</b>	<b>Kaiser Senior</b>

**Resident Information Query**

**Sort By** Resident Name

07/12/2020    Transfer from a Hospital    Urgent    Kaiser Senior    1715 CREEKSIDE OAKS DRIVE APT #320 FOLSOM, CA 95630

**PUR/802/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/30/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4460 B ST SACRAMENTO, CA 95819

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/26/2021	Transfer from a Hospital	Urgent	Kaiser Senior	200 MUSTANG COURT ROSEVILLE, CA 95747

**BLU/700/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/16/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2128 NEW HAVEN ROAD SACRAMENTO, CA 95815

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	421 EBI WAY Folsom, CA 95630

**PUR/601/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/02/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6628 W 6TH ST RIO LINDA, CA 95673

**PUR/602/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

05/30/2020 Transfer from a Hospital Urgent Medicare Part A 1237 GARY WAY CARMICHAEL, CA 95608

**BLU/701/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/03/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - Health Net	5740 Clearwater dr Carmicheal, CA 95841

**BLU/103/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/31/2018	Transfer from a Hospital	Urgent	Medicare Part A	3128 SMATHERS WAY CARMICHAEL, CA 95608

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5044 SAN MARQUE CIRCLE CARMICHAEL, CA 95608

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6829 SAN TOMAS DR # 251 Citrus Heights, CA 95621

**PIN/309/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/19/2020	Transfer from a Hospital	Urgent	Kaiser GMC	3045 CLAY ST SACRAMENTO, CA 95815

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Kaiser Senior
02/24/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3940 MAUDRAY WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Medicare Part A
09/16/2022	Transfer from a Hospital	Urgent	Medicare Part A	1560 Eskaton Loop Roseville, CA 95747		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/B	Kaiser Senior
01/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	ESKATON VILLAGE COTTAGES 3380 BLAIRS LANE PLACERVILLE, CA 95667		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/B	Kaiser Senior
11/14/2018	Transfer from a Hospital	Urgent	Kaiser Senior	117 BROWN DUVALL LANE FOLSOM, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	PR
01/09/2020	Transfer from a Hospital	Urgent	PR	3445 MAYFAIR DR SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

02/08/2019      Transfer from a Hospital      Urgent      Kaiser Senior      3117 WEMBERLEY DRIVE SACRAMENTO, CA 95864

**PUR/803/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/14/2018	Transfer from a Hospital	Urgent	Medicare Part A	3939 WALNUT AVE BOX 307 CARMICHAEL, CA 95608

**BLU/701/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/14/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	77230 LAUPPE LANE CITRUS HEIGHTS, CA 95621

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2892 Elmer Street Camino, CA 95709

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/07/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5985 Devecchi Avenue Apt #135 Citrus Heights, CA 95621

**PIN/301/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	Kaiser Senior
05/30/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4027 CARRIE BEE COURT NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/A	Medicare Part A
04/17/2022	Transfer from a Hospital	Urgent	Medicare Part A	77274 Lauppe Lane Citrus Heights, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/A	Kaiser Senior
03/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4909 BOYD DRIVE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	PR
08/07/2018	Transfer from a Hospital	Urgent	PR	197 BAURER CR FOLSOM, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	Kaiser Senior
07/16/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6619 DAHOMEY DR ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/504/A	Other Hospice

**Resident Information Query**

Sort By Resident Name

11/20/2017 Transfer from a Hospital Urgent Other Hospice 1725 PLEASANT GROVE #207 ROSEVILLE, CA 95747

**PUR/803/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/01/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	7536 GOLDENEYE LANE SP 39 CITRUS HEIGHTS, CA 95621

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/14/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6401 NORTHBROOK WAY FAIR OAKS, CA 95628

**PIN/312/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/05/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5233 WYNDHAM OAK LANE CARMICHAEL, CA 95608

**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/12/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Hills Physicians	2901 EL CAMINO AVE APT 1111 SACRAMENTO, CA 95821

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

07/13/2020    Transfer from a Hospital    Urgent    Kaiser Senior    2827 SANDS ROAD  
Rescue, CA 95672

**PUR/802/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/05/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	3590 RAVENWOOD LN CAMERON PARK, CA 95682

**GRE/502/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/09/2021	Transfer from a Hospital	Elective	Other Hospice - VITAS Hospice	6500 Oakcreek Way Citrus Heights, CA 95621

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8373 ZACHIS WAY ANTELOPE, CA 95843

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1564 MILL RUN DRIVE ROSEVILLE, CA 95747

**PIN/307/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/24/2022	Transfer from a Hospital	Information Not Available	Medicare Part A	6175 Oakgreen Circle Carmichael, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/502/A	Medi-cal
12/21/2017	Transfer from a Hospital	Urgent	Medi-cal	6734 PARK RIVIERA WAY SACRAMENTO, CA 95831		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/A	Kaiser Senior
12/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8934 VAN MOORE LANE ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/312/B	Medicare Part A
08/01/2022	Transfer from a Hospital	Urgent	Medicare Part A	6780 Gloria Drive Sacramento, CA 95831		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/B	Medi-cal
12/04/2022	Transfer from a Hospital	Urgent	Medi-cal	3105 WHITEWOOD DRIVE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/B	PDPM MANAGED CARE
09/13/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	3401 Concetta Way Sacramento, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

10/05/2018    Transfer from a Hospital    Urgent    Kaiser Senior    2820 59th ST  
SACRAMENTO,  
CA 95817

**BLU/101/A**

**Kaiser GMC**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/25/2019    Transfer from a Hospital    Elective    Kaiser GMC    3721 MARCONI  
AVE APT 1  
SACRAMENTO,  
CA 95821

**PIN/304/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/12/2016    Transfer from a Hospital    Urgent    Kaiser Traditional    4296  
AUBERGINE  
WAY  
MATHER, CA  
95655

**GRE/503/B**

**PR**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/04/2018    Transfer from a Hospital    Urgent    PR    8342 HIDDEN  
VALLEY CIR  
FAIR OAKS, CA  
95628

**BLU/703/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/11/2019    Transfer from a Hospital    Urgent    Medicare Part A    6100  
HORSESHOE  
BAR ROAD  
LOOMIS, CA  
95650

**PUR/401/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

10/22/2020    Transfer from a Hospital    Urgent    Kaiser Senior    6311  
PENNYROYAL  
WAY  
Carmichael, CA  
95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Medicare Part A
01/09/2020	Transfer from a Hospital	Urgent	Medicare Part A	6401 EL PORTO LN CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/B	Kaiser Senior
05/11/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3636 PLYMOUTH DR NORTH HIGHLAND, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Partnership HealthPlan
08/15/2022	Transfer from a Hospital	Urgent	Partnership HealthPlan	16773 County Road 87 Esparto, CA 95627		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/D	PDPM MANAGED CARE
06/09/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 3307 BOWMAN, CA 95604		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	PDPM MANAGED CARE
02/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4332 FIGWOOD WAY SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

08/15/2019    Transfer from a Hospital    Elective    Kaiser Senior    5935 AUBURN BLVD SPACE 159 CITRUS HEIGHTS, CA 95621

**PUR/600/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

09/23/2019    Transfer from a Hospital    Urgent    Kaiser Senior    736 K ST RIO LINDA, CA 95673

**BLU/700/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/21/2018    Transfer from a Hospital    Urgent    Kaiser Senior    10536 BRONWOOD WAY RANCHO CORDOVA, CA 95670

**PUR/601/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/27/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    1155 Burwick Lane Folsom, CA 95630

**PUR/600/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    1039 COMMONS DRIVE SACRAMENTO, CA 95825

**PIN/306/A**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

04/10/2021    Transfer from a Hospital    Elective    Medicare Part A    3414 GRANT PARK CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/14/2020	Transfer from a Hospital	Urgent	Medicare Part A	6510 OAKCREEK WAY CITRUS HEIGHTS, CA 95621

**PUR/603/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/11/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6455 Longdale Drive North Highlands, CA 95660

**PIN/306/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/23/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2847 Azevedo Drive Sacramento, CA 95833

**PIN/308/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/22/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	806 Michael Point Court El Dorado Hills, CA 95762

**PIN/307/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/10/2022	Transfer from a Hospital	Urgent	Medicare Part A	3409 Brookside Way Carmichael, CA 95608

**PIN/306/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**PIN/311/B**

**Medicare Part A**

**Resident Information Query**

**Sort By** Resident Name

10/03/2021      Transfer from a Hospital      Elective      Medicare Part A      2420 LARKSPUR APT #225 SACRAMENTO, CA 95825

**GRE/504/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/19/2016	Transfer from a Hospital	Urgent	Medi-cal	2540 U ST RIO LINDA, CA 95673

**PUR/403/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/14/2021	Transfer from a Hospital	Elective	Medicare Part A	728 FOUNTAIN CIRCLE REDDING, CA 96003

**PUR/803/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/31/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6020 ROSE GARDEN LANE ROSEVILLE, CA 95747

**PUR/403/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3224 ARDLEY WAY Roseville, CA 95747

**PUR/802/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/03/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7110 Rotherfield Court Orangevale, CA 95662

**BLU/104/B**

**Kaiser Senior**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4240 EL DORADO HILLS EL DORADO, CA 95762		
					<b>PIN/303/A</b>	<b>Kaiser Senior</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8166 RIDGETOP COURT FAIR OAKS, CA 95628		
					<b>PIN/301/A</b>	<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/30/2022	Transfer from a Hospital	Elective	Medicare Part A	4500 Elverta Road Antelope, CA 95843		
					<b>PUR/602/A</b>	<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - HEALTHNET	4946 Holyoke Way Sacramento, CA 95841		
					<b>PUR/601/A</b>	<b>PDPM MANAGED CARE</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/28/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3854 Las Padas Way Sacramento, CA 95864		
					<b>PUR/603/B</b>	<b>Medicare Part A</b>

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/06/2022	Transfer from a Hospital	Urgent	Medicare Part A	420 I STREET APT #404 SACRAMENTO, CA 95814		



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/A	PDPM MANAGED CARE
07/03/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - BS OF CALIFORNIA	8189 Shane Lane Citrus Heights, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/A	Kaiser Senior
10/28/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7420 BUTTERBALL WAY SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Kaiser Traditional
01/06/2019	Transfer from a Hospital	Elective	Kaiser Traditional	7764 UPLANDS WAY CITRUS HEIGHTS, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Medicare Part A
10/21/2019	Transfer from a Hospital	Urgent	Medicare Part A	4211 PARK AVENUE FAIR OAKS, CA 95628		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/A	Kaiser Traditional
05/11/2021	Transfer from a Hospital	Elective	Kaiser Traditional	1002 BREAKERS CT GALT, CA 95632		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/308/A	PR

**Resident Information Query**

**Sort By** Resident Name

02/21/2018    Transfer from a Hospital    Urgent    PR    2413 MCKEON WAY  
ELK GROVE, CA 95757

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7764 POPLAR AVE #8 CITRUS HEIGHTS, CA 95621

**PIN/307/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9201 MADISON AVE APT 250 ORANGEVALE, CA 95662

**BLU/703/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/14/2022	Transfer from a Hospital	Elective	PR	105 Virginia Avenue Sebastopol, CA 95472

**PIN/307/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/30/2020	Transfer from a Hospital	Urgent	Medicare Part A	6536 Nordic Court Citrus Heights, CA 95610

**PUR/601/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/21/2021	Transfer from a Hospital	Urgent	Kaiser Senior	6325 WOODCREEK DRIVE Citrus Heights, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/308/B	Kaiser Traditional
10/08/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	4450 EL CENTRO RD # 1026 Sacramento, CA 95834		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior
06/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9156 CECILE WAY SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/B	Medicare Part A
02/21/2021	Transfer from a Hospital	Elective	Medicare Part A	PO BOX 1592 PENN VALLEY, CA 95946		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Medicare Part A
04/19/2022	Transfer from a Hospital	Urgent	Medicare Part A	6402 Ebano Court Citrus Heights, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/B	Kaiser Senior
01/30/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6650 CROSSWOOD CR #105 CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Medicare Part A

**Resident Information Query**

Sort By Resident Name

05/21/2019 Transfer from a Hospital Urgent Medicare Part A 8092 BRIAR WAY GRANITE BAY, CA 95746

**PIN/301/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	11390 Coloma Road Gold River, CA 95670

**GRE/510/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/28/2022	Transfer from a SNF	Elective	Medi-cal	2042 Venus Drive Sacramento, CA 95864

**PUR/401/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/08/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4700 MARCONI AVENUE APT #114 CARMICHAEL, CA 95608

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/07/2020	Transfer from a Hospital	Urgent	Kaiser Senior	645 WILLARD DRIVE Folsom, CA 95630

**GRE/508/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/13/2022	Transfer from a SNF	Urgent	Medi-cal	9183 Tuolumne Drive Sacramento, CA 95826

**GRE/501/A**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/20/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	331 Sierra Vista Drive Rancho Cordova, CA 95670		
					<b>PIN/314/C</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/29/2021	Transfer from a Hospital	Urgent	Medicare Part A	6730 Maywood Way Sacramento, CA 95842		
					<b>BLU/700/A</b>	<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/28/2015	Transfer from a Hospital	Urgent	Other Hospice	4035 CLAY ST SACRAMENTO, CA 95815		
					<b>PUR/602/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5785 Bridgecross Drive Sacramento, CA 95835		
					<b>PUR/601/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/31/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2104 PROMONTORY POINT Gold River, CA 95670		
					<b>BLU/104/B</b>	<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

01/05/2019    Transfer from a Hospital    Urgent    Other Hospice - Sutter Hospice    4000 ALAN SHEPARD STREET #273 SACRAMENTO, CA 95834

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/29/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	3709 MIRADERA ST Sacramento, CA 95821

**BLU/701/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/22/2018	Transfer from a Hospital	Elective	Kaiser Senior	7772 WATSON AVE CITRUS HEIGHTS, CA 95610

**BLU/700/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/05/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	8575 VIA GWYNN WAY FAIR OAKS, CA 95628

**PIN/310/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/08/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	1301 SILVER OAK WAY SACRAMENTO, CA 95831

**PIN/303/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

06/08/2020    Transfer from a Hospital    Urgent    Kaiser Traditional    1831 CASTRO WAY  
SACRAMENTO, CA 95818

**BLU/101/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/07/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7236 MINUET WAY  
CITRUS HEIGHTS, CA 95621

**PIN/303/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/22/2019    Transfer from a Hospital    Elective    Kaiser Senior    8120 WAIKIKI DRIVE  
FAIR OAKS, CA 95628

**BLU/101/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/26/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7647 WOOD RIDGE WAY  
GRANITE BAY, CA 95748

**PIN/309/B**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/26/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    7356 Sanborn Lane  
Sacramento, CA 95823

**PUR/602/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/17/2019    Transfer from a Hospital    Urgent    Medicare Part A    6429 LINCOLN AVE  
CARMICHAEL, CA 95608

**PIN/307/A**

**PDPM MANAGED CARE**

### Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	18 Adelphi Court Sacramento, CA 95825		
					<b>PUR/602/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/03/2018	Transfer from a Hospital	Urgent	Kaiser Senior	132 GREY CANYON DRIVE FOLSOM, CA 95630		
					<b>BLU/703/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6200 GETTYSBURG LN CITRUS HEIGHTS, CA 95621		
					<b>BLU/104/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/24/2020	Transfer from a Hospital	Urgent	Medi-cal	3702 North Bountifu; Lane Eagle Mountain, UT 84005		
					<b>PIN/311/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/14/2021	Transfer from a Hospital	Elective	Medicare Part A	PO BOX 212 BANGOR- BUTTE, CA 95914		
					<b>PUR/603/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		



**Resident Information Query**

**Sort By** Resident Name

10/17/2018    Transfer from a Hospital    Urgent    Kaiser Senior    9057 KIEFER BLVD  
SACRAMENTO, CA 95826

**PUR/403/B**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
08/19/2021    Transfer from a Hospital    Elective    Medicare Part A    6827 High Sun Court  
Citrus Heights, CA 95621

**BLU/102/B**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
04/17/2018    Transfer from a Hospital    Urgent    Medicare Part A    500 BANKSIDE WAY #411  
SACRAMENTO, CA 95835

**PUR/401/B**

**Mercy Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
06/07/2018    Transfer from a Hospital    Elective    Mercy Hospice    4275 EL CENTRO RD  
1011 SACRAMENTO, CA 95834

**PIN/306/A**

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
02/19/2022    Transfer from a Hospital    Urgent    PDPM MANAGED CARE - Kaiser Senior    4245 Napa Loop  
Roseville, CA 95747

**BLU/701/A**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
08/23/2019    Transfer from a Hospital    Urgent    Kaiser Senior    8438 YERMO WAY  
SACRAMENTO, CA 95828

**BLU/101/A**

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/24/2018	Transfer from a Hospital	Urgent	Medi-cal	5200 BROADWAY SACRAMENTO, CA 95820

██████████ ██████████ **BLU/202/B** **Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/14/2017	Transfer from a Hospital	Urgent	Other Hospice - INTERIM	7847 rush river dr #6 SACRAMENTO, CA 95822

██████████ ██████████ **PIN/311/D** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/10/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2370 CARLSBAD AVE SACRAMENTO, CA 95821

██████████ ██████████ **PUR/600/A** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2370 Carlsbad Avenue Sacramento, CA 95821

██████████ ██████████ **BLU/702/B** **HealthNet**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/20/2018	Transfer from a Hospital	Urgent	HealthNet	780 HARRINGTON WAY #142 FOLSOM, CA 95630

██████████ ██████████ **PUR/803/B** **Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

04/09/2022    Transfer from a Hospital    Information Not Available    Medicare Part A    9120 GREENBACK LANE ORANGEVALE, CA 95662

**PUR/802/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/03/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8745 Great Oak Way Fair Oaks, CA 95628

**BLU/104/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/29/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	6248 WALLERGA RD NORTH HIGHLANDS, CA 95660

**BLU/403/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6528 BREMEN DR APT 1 CITRUS HEIGHTS, CA 95621

**PUR/803/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	6520 MAUANA WAY CITRUS HEIGHTS, CA 95610

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3040 MISSION AVE CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/28/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9417 ELK GROVE FLORIN ROAD ELK GROVE, CA 95624

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/29/2022	Transfer from a Hospital	Elective	Kaiser Traditional	10559 Pinot Way Rancho Cordova, CA 95670

**PUR/801/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/03/2018	Transfer from a Hospital	Urgent	Medicare Part A	350 DIAMOND OAKS RD ROSEVILLE, CA 95670

**BLU/102/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/15/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7413 Garden Gate Drive Citrus Heights, CA 95621

**PUR/403/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/08/2020	Transfer from a Hospital	Elective	Medi-cal	2200 VALLEY VIEW PARKWAY #3514 EL DORADO HILLS, CA 95762

**BLU/101/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**BLU/702/A**

**Kaiser Traditional**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/13/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	7340 STOCKRANCH RD #63 CITRUS HEIGHTS, CA 95621

[REDACTED] [REDACTED] **BLU/700/B** **Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/13/2021	Transfer from a Hospital	Elective	Medi-cal	1118 Clinton Road Sacramento, CA 95825

[REDACTED] [REDACTED] **PUR/801/B** **PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/07/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Hills Physicians	4481 Wyman Drive Sacramento, CA 95821

[REDACTED] [REDACTED] **GRE/505/A** **Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/21/2019	Transfer from a Hospital	Urgent	Medi-cal	3151 NOTRE DAME DRIVE APT #123 SACRAMENTO, CA 95826

[REDACTED] [REDACTED] **GRE/404/D** **Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/03/2012	Transfer from a Hospital	Elective	Other Hospice - INTERIM	3901 PALMETTO DRIVE SACRAMENTO, CA 95838

[REDACTED] [REDACTED] **BLU/700/A** **PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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## Resident Information Query

Sort By Resident Name

04/10/2019	Transfer from a Hospital	Urgent	PR	2219 G STREET #2 SACRAMENTO, CA 95816		
					<b>PUR/603/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7309 AZIMUTH LN SACRAMENTO, CA 9842		
					<b>PUR/602/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/08/2022	Transfer from a Hospital	Elective	Medicare Part A	242 Winding Canyon Lane Folsom, CA 95630		
					<b>PUR/602/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/29/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7721 BLACK SAND WAY ANTELOPE, CA 95843		
					<b>PIN/307/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5313 MARKWOOD LANE FAIR OAKS, CA 95628		
					<b>PUR/404/D</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/25/2022	Transfer from a Hospital	Elective	Medicare Part A	8928 Pershing Avenue Orangevale, CA 95662		
					<b>BLU/703/A</b>	<b>Kaiser Senior</b>

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	353 Q STREET RIO LINDA, CA 95673		
					<b>PIN/302/A</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/08/2018	Transfer from a Hospital	Urgent	PR	2353 E GREEN SPRINGS CT RESCUE, CA 95672		
					<b>PUR/401/C</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/03/2019	Transfer from a Hospital	Urgent	Kaiser Senior	10423 SPIVA RD SACRAMENTO, CA 95829		
					<b>PUR/404/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	4528 Millrace Road Sacramento, CA 95864		
					<b>PIN/301/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/20/2022	Transfer from a Hospital	Elective	Medicare Part A	CA		
					<b>PUR/600/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/25/2016	Transfer from a Hospital	Urgent	Medi-cal	2540 CARLSBAD AVE SACRAMENTO, CA 95821		
					<b>PIN/303/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

05/17/2018      Transfer from a Hospital      Urgent      Kaiser Senior      9032 EL CAJON WAY #1 SACRAMENTO, CA 95826

**PUR/803/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/20/2018      Transfer from a Hospital      Urgent      Kaiser Senior      7209 THOMAS DRIVE NORTH HIGHLANDS, CA 95660

**PIN/307/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/22/2022      Transfer from a Hospital      Elective      PDPM MANAGED CARE - Kaiser Senior      5613 59TH STREET SACRAMENTO, CA 95824

**GRE/509/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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11/21/2018      Transfer from a Hospital      Information Not Available      Medi-cal      4548 BOMARK WAY SACRAMENTO, CA 95842

**BLU/700/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/08/2018      Transfer from a Hospital      Urgent      Medicare Part A      7448 CONVAIR WAY CITRUS HEIGHTS, CA 95621

**PUR/600/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/05/2018      Transfer from a Hospital      Urgent      Medicare Part A      6152 CRATER LAKE DRIVE ROSEVILLE, CA 95678



**Resident Information Query**

Sort By Resident Name

					PIN/306/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4510 Freeway Circle Sacramento, CA 95841		

					PUR/603/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/21/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2901 El Camino Avenue #116 Sacramento, CA 95821		

					PIN/308/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/03/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8844 Fargo Lane Granite Bay, CA 95746		

					PIN/309/A	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/13/2021	Transfer from a Hospital	Elective	Kaiser Traditional	1212 WOODSIDE GLEN WAY SACRAMENTO, CA 95833		

					PUR/401/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/15/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1275 PACIFIC GROVE BLVD UNIT 133 ROSEVILLE, CA 95747		

					PUR/602/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

12/08/2018 Transfer from a Hospital Urgent Kaiser Senior 4828 EL CAMINO AVE #116 CARMICHAEL, CA 95608

**PIN/307/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/08/2022	Transfer from a Hospital	Elective	Medicare Part A	216 1st Street Lincoln, CA 95648

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/01/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7736 UPLANDS WAY CITRUS HEIGHTS, CA 95610

**PIN/306/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/15/2020	Transfer from a Hospital	Urgent	Kaiser Senior	40 LUPINE WAY SACRAMENTO, CA 95819

**PUR/601/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/19/2022	Transfer from a Hospital	Urgent	Medicare Part A	10475 Ambassador Drive Rancho Cordova, CA 95670

**BLU/103/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/15/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4315 OAKWOOD ST ROCKLIN, CA 95677

**Resident Information Query**

Sort By Resident Name

				PUR/602/A	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	11230 GOLD EXPRESS DRIVE STE 310-171 GOLD RIVER, CA 95670	

				PUR/401/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/24/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1015 MADDEN WAY #171 ROSEVILLE, CA 95661	

				BLU/101/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/07/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6132 MAIN AVE #59 ORANGEVALE, CA 95662	

				BLU/204/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6744 FLAMING ARROW DRIVE CITRUS HEIGHTS, CA 95621	

				PUR/803/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/12/2018	Transfer from a Hospital	Urgent	Medicare Part A	461 ROYAL CREST CIRCLE RANCHO CORDOVA, CA 95670	

				GRE/404/A	Kaiser Traditional
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## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/30/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	735 KING WAY FOLSOM, CA 95630		
					<b>PUR/600/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6718 NAVION DR CITRUS HEIGHTS, CA 95621		
					<b>PIN/310/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2640 Cambridge Road Cameron Park, CA 95682		
					<b>GRE/501/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/06/2021	Transfer from a Hospital	Elective	Medicare Part A	7517 SYLVAN VALLEY WAY CITRUS HEIGHTS, CA 95610		
					<b>PIN/309/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/27/2022	Transfer from a Hospital	Elective	Medicare Part A	1814 Bowling Green Drive Sacramento, CA 95815		
					<b>BLU/703/B</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

12/11/2019    Transfer from a Hospital    Urgent    Kaiser Traditional    5348 BRANDING IRON LANE FAIR OAKS, CA 95628

**PUR/603/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/21/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	103 Tanya Way Roseville, CA 95661

**PIN/304/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/03/2018	Transfer from a Hospital	Urgent	Other Hospice - VITAS	34681 COUNTY ROAD 22 WOODLAND, CA 95695

**BLU/703/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/27/2019	Transfer from a Hospital	Information Not Available	Kaiser Senior	1116 PICKET FENCE LANE LINCOLN, CA 95648

**PIN/312/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/10/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4365 MILLPORT WAY SACRAMENTO, CA 95823

**PUR/401/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/24/2021	Transfer from a Hospital	Elective	PR	7711 Greenback Lane #292 Citrus Heights, CA 95610

**Resident Information Query**

Sort By Resident Name

[REDACTED]		[REDACTED]		PUR/404/D	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/16/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	P O BOX 181 FIDDLETOWN, CA 95629	

[REDACTED]		[REDACTED]		GRE/509/A	Medi-cal
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/18/2015	Transfer from a Hospital	Elective	Medi-cal	417 LILAC LANE WEST SACRAMENTO, CA 95691	

[REDACTED]		[REDACTED]		BLU/700/B	Medi-cal
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/27/2016	Transfer from a Hospital	Urgent	Medi-cal	8540 DAIMLER WAY SACRAMENTO, CA 95828	

[REDACTED]		[REDACTED]		PIN/307/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
01/24/2021	Transfer from a Hospital	Urgent	Kaiser Senior	584 MIRA VISTA AVENUE OAKLAND, CA 94610	

[REDACTED]		[REDACTED]		PUR/401/A	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
10/05/2021	Transfer from a Hospital	Elective	Medicare Part A	1436 Claridge Court Olivehurst, CA 95961	

[REDACTED]		[REDACTED]		PIN/304/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

## Resident Information Query

Sort By Resident Name

10/27/2022 Transfer from a Hospital Urgent PDPM MANAGED CARE - Brand New Day 8253 Citadel Way Sacramento, CA 95826

**PUR/802/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/18/2020	Transfer from a Hospital	Elective	Kaiser Senior	5844 16TH STREET RIO LINDA, CA 95673

**BLU/703/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/02/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2326 VIA CAMINO AVENUE CARMICHAEL, CA 95608

**PUR/603/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	6424 Monteverde Lane Citrus Heights, CA 95621

**PUR/601/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2021	Transfer from a Hospital	Elective	Medicare Part A	6047 Casa Alegre Carmichael, CA 95608

**PUR/401/C**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	1705 CAITHNESS FOLSOM, CA 95630

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/312/B	Medicare Part A
11/30/2021	Transfer from a Hospital	Urgent	Medicare Part A	5400 MARMITH AVE SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	Medi-cal
07/15/2019	Transfer from a Hospital	Urgent	Medi-cal	9030 CAMPBELL RD ELK GROVE, CA 95624		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/403/C	Kaiser Senior
08/14/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5327 DE JOHN AVE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Kaiser Senior
08/31/2019	Transfer from a Hospital	Elective	Kaiser Senior	1453 KLAMATH RIVER DR RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior
07/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2414 FALLWATER LANE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Other Insurance



**Resident Information Query**

Sort By Resident Name

07/28/2022      Transfer from a Hospital      Urgent      Other Insurance - Athens Administration      7041 PLUMBER WAY NORTH HIGHLANDS, CA 95660

**PUR/600/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5757 CYPRESS AVE #246 CARMICHAEL, CA 95608

**PIN/308/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5001 ROCKY PASS WAY ANTELOPE, CA 95843

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/25/2022	Clinic Referral	Urgent	PDPM MANAGED CARE - Blue Shield	4826 Verena Lane Sacramento, CA 95835

**GRE/507/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/26/2012	Transfer from a Hospital	Urgent	Other Hospice	3131 BERTIS DR SACRAMENTO, CA 95821

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6808 SUGAR MAPLE WAY CITRUS HEIGHTS, CA 95610

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/506/B	Medi-cal
09/03/2020	Transfer from a SNF	Elective	Medi-cal	5318 Manzanita Ave CA		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/502/A	PR
12/29/2017	Transfer from a SNF	Urgent	PR	4050 Walnut Avenue Apt 233 CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior
05/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6125 HAZEL AVE ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	Medicare Part A
12/11/2021	Transfer from a Hospital	Urgent	Medicare Part A	7830 Cook Riolo Road Antelope, CA 95843		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/D	Medicare Part A
09/16/2022	Transfer from a Hospital	Urgent	Medicare Part A	2770 Montgomery Way Sacramento, CA 95818		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

12/24/2018      Transfer from a Hospital      Urgent      Kaiser Senior      3024 CRESTWOOD WAY ROCKLIN, CA 95765

**PIN/308/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/27/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Brand New Day	1 Fig Leaf Court Sacramento, CA 95838

**PIN/309/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5338 Bramble Way Sacramento, CA 95841

**PUR/602/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2000 Stone House Circle Lincoln, CA 95648

**PUR/404/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/25/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	5121 Garfield Ave #9 Garfield, CA 95841

**PIN/312/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/09/2022	Transfer from a Hospital	Urgent	Medicare Part A	32600 PARKVIEW DRIVE FORT BRAGG, CA 95437

**Resident Information Query**

Sort By Resident Name

				PUR/404/D	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/16/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5136 North Avenue Carmichael, CA 95608	

				PIN/306/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
05/12/2021	Transfer from a Hospital	Elective	Medicare Part A	2348 ZINFANDEL DRIVE RANCHO CORDOVA, CA 95670	

				PUR/801/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
08/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5644 VERNER OAK COURT #7 SACRAMENTO, CA 95841	

				PUR/401/B	Kaiser GMC
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/22/2021	Transfer from a Hospital	Elective	Kaiser GMC	7601 VAN MAREN LANE CITRUS HEIGHTS, CA 95621	

				PUR/803/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
12/16/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6320 HEMLOCK WAY ROCKLIN, CA 95677	

				PIN/312/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

**Sort By** Resident Name

07/31/2020      Transfer from a Hospital      Urgent      Kaiser Senior      232  
FREMANTLE CT  
ROSEVILLE, CA  
95747

**PUR/601/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/15/2019      Transfer from a Hospital      Urgent      Kaiser Senior      2201 CLOUD  
CREEK CT  
GOLD RIVER,  
CA 95670

**PIN/308/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/17/2020      Transfer from a SNF      Urgent      Medicare Part A      6658 QUANAH  
WAY  
Orangevale, CA  
95662

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/29/2019      Transfer from a Hospital      Urgent      Kaiser Senior      267 ROCKY  
HILLS LANE  
RANCHO  
CORDOVA, CA  
95670

**PUR/802/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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12/15/2018      Transfer from a Hospital      Urgent      Medicare Part A      11044 CILKER  
RIVER WAY  
RANCHO  
CORDOVA, CA  
95670

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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08/27/2018      Transfer from a Hospital      Urgent      Kaiser Senior      105  
LEAFWOOD  
WAY  
FOLSOM, CA  
95630

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	PDPM MANAGED CARE
05/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2228 Edison Avenue #45 Sacramento, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	Kaiser Senior
04/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5050 ROSEVILLE ROAD spc 512 NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	PDPM MANAGED CARE
10/09/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6613 MARKLEY WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/310/A	Medi-cal
10/12/2018	Transfer from a Hospital	Urgent	Medi-cal	6920 WATT AVE APT 1313 NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/A	Kaiser Senior
04/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3701 RIO LINDA BLVD #108 SACRAMENTO, CA 95833		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/509/D	Medi-cal

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/17/2022	Transfer from a Hospital	Elective	Medi-cal	6240 CAVAN DRIVE APT #1 CITRUS HEIGHTS, CA 95621

**PUR/403/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/15/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	194 WHISPERING PINES DRIVE RANCHO CORDOVA, CA 95670

**BLU/701/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/29/2020	Transfer from a Hospital	Urgent	Medicare Part A	4041 POPPLETON WAY CARMICHAEL, CA 95608

**PUR/404/D**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/21/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5624 GEORGIA DRIVE NORTH HIGHLANDS, CA 95660

**BLU/104/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/17/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	5201 HEATHER PINE COURT ANTELOPE, CA 95843

**BLU/403/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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## Resident Information Query

Sort By Resident Name

03/26/2019 Transfer from a Hospital Urgent Kaiser Senior 5023 DATE AVE  
SACRAMENTO,  
CA 95841

**PUR/802/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/17/2019	Transfer from a Hospital	Elective	Kaiser Senior	8086 SILVERLEAF WAY SACRAMENTO, CA 95829
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**PUR/803/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/22/2022	Transfer from a Hospital	Elective	Kaiser Traditional	5121 COPPERSMITH AVE SACRAMENTO, CA 95838
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**PUR/802/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6424 Cheltenham Way Citrus Heights, CA 95621
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**PUR/601/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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06/17/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	433 Rincon Road El Sobrante, CA 94803
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**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4306 DONNYBROOK WAY FAIR OAKS, CA 95628
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**Resident Information Query**

Sort By Resident Name

				<b>PUR/401/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
12/21/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	4566 PASEO PINAR GREENWOOD, CA 95635			

				<b>PUR/602/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6522 SUTTER AVE CARMICHAEL, CA 95608			

				<b>PIN/310/B</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/29/2022	Transfer from a Hospital	Information Not Available	Medicare Part A	3085 Eastern Avenue Sacramento, CA 95821			

				<b>BLU/104/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
01/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	128 CASCADE FALLS DRIVE FOLSOM, CA 95630			

				<b>PUR/403/D</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
12/18/2020	Transfer from a Hospital	Elective	Kaiser Senior	300 HARDING AVE APT #6 SACRAMENTO, CA 95833			

				<b>PIN/312/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

04/17/2020    Transfer from a Hospital    Urgent    Kaiser Senior    1907 PARK BLVD WEST SACRAMENTO, CA 95691

**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/06/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	5223 Janell Way Carmichael, CA 95608

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7764 POPLAR AVE #26 SACRAMENTO, CA 95621

**PUR/403/D**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2021	Transfer from a Hospital	Elective	Kaiser Traditional	8932 SALMON FALLS DR SACRAMENTO, CA 95826

**PIN/306/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/08/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7061 MADISON AVENUE APT D6 FAIR OAKS, CA 95628

**PIN/310/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/25/2014	Transfer from a Hospital	Elective	PR	5731 CLASSIC PL CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	Other Insurance
08/20/2020	Transfer from a Hospital	Urgent	Other Insurance - Molina	1601 HESKET WAY #27 SACRAMENTO, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/509/D	Other Hospice
09/27/2017	Transfer from a SNF	Urgent	Other Hospice - VITAS	4901 ATLAS LN GRASS VALLEY, CA 95633		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/A	Medi-cal
07/14/2022	Transfer from a Hospital	Urgent	Medi-cal	1900 Iris Avenue Sacramento, CA 95815		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	Kaiser Senior
08/14/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1101 SECRET RAVINE PARKWAY # 101 ROSEVILLE, CA 95661		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	Medicare Part A
07/29/2021	Transfer from a Hospital	Elective	Medicare Part A	Town Center Boulevard El Dorado Hills, CA 95762		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

02/07/2019    Transfer from a Hospital    Urgent    Kaiser Senior    86 SAND POINT DR WOODLAND, CA 95776

**BLU/204/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2022	Transfer from a Hospital	Elective	PR	2054 Ajay Dr. Roseville, CA 95678

**BLU/700/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/19/2019	Transfer from a Hospital	Elective	Kaiser Senior	5548 POPLAR BLVD NORTH HIGHLANDS, CA 95660

**PUR/404/D**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/29/2021	Transfer from a Hospital	Information Not Available	Medicare Part A	PO BOX 386 WEST SACRAMENTO, CA 95691

**BLU/102/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/15/2020	Transfer from a Hospital	Urgent	Medicare Part A	2690 RINGGOLD ST Sacramento, CA 95818

**PIN/303/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	12633 FAIR OAKS BLVD #142 CITRUS HEIGHTS, CA 95610

**Admission Date**  
 03/17/2022

**Admission Source**  
 Transfer from a Hospital

**Admission Type**  
 Information Not Available

**Current Census Payer**  
 PDPM  
 MANAGED CARE - Kaiser Senior

**Previous Address**  
 8435 Los Serranos Way  
 Citrus Heights, CA 95610

PUR/602/B

Medicare Part A

**Admission Date**  
 11/03/2019

**Admission Source**  
 Transfer from a Hospital

**Admission Type**  
 Urgent

**Current Census Payer**  
 Medicare Part A

**Previous Address**  
 10571 MILAZZO WAY  
 RANCHO CORDOVA, CA 95670

PUR/802/A

Kaiser Senior

**Admission Date**  
 10/06/2018

**Admission Source**  
 Transfer from a Hospital

**Admission Type**  
 Urgent

**Current Census Payer**  
 Kaiser Senior

**Previous Address**  
 707 SUNRISE AVENUE #236  
 roseville, CA 95661

PUR/802/B

Kaiser Senior

**Admission Date**  
 01/05/2018

**Admission Source**  
 Transfer from a Hospital

**Admission Type**  
 Urgent

**Current Census Payer**  
 Kaiser Senior

**Previous Address**  
 1060 OLSON LANE  
 EL DORADO HILLS, CA 95762

PIN/314/A

Mercy

**Admission Date**  
 05/13/2020

**Admission Source**  
 Transfer from a Hospital

**Admission Type**  
 Urgent

**Current Census Payer**  
 Mercy

**Previous Address**  
 3480 ARDENDALE LANE APT #A  
 SACRAMENTO, CA 95825

PUR/600/A

PR

**Admission Date**  
**Admission Source**  
**Admission Type**  
**Current Census Payer**  
**Previous Address**

**Resident Information Query**

**Sort By** Resident Name

01/10/2020      Transfer from a Hospital      Urgent      PR      7733 LAUPPE LANE APT 23 CITRUS HEIGHTS, CA 95610

**BLU/101/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	1003 LAKE PARK AVENUE APT. 103 GALT, CA 95632

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**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3388 LENNOX CT LAWRENCEVILLE, GA 30044

**PUR/404/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/13/2021	Transfer from a Hospital	Elective	Medicare Part A	6724 ELLSWORTH CIRCLE FAIR OAKS, CA 95628

**PIN/302/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7617 ROSESTONE LN ROSEVILLE, CA 95747

**PUR/601/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/14/2020	Transfer from a Hospital	Urgent	Medicare Part A	2120 BUTANO DR SACRAMENTO, CA 95825

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/C	PDPM MANAGED CARE
03/31/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7385 CLOVE RD Placerville, CA 95667		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	Kaiser Senior
10/25/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3350 AIRPORT RD PLACERVILLE, CA 95667		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/B	Kaiser Senior
05/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	605 SERENE CT ROSEVILLE, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/D	Medi-cal
06/08/2022	Transfer from a SNF	Elective	Medi-cal	8817 LA RIVIERA DR. # 59 SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/A	PDPM MANAGED CARE
07/21/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1229 KASEBERG CR ROSEVILLE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/C	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

05/04/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    5301 F Street Sacramento, CA 95819

**PIN/312/A**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 12/05/2022    Transfer from a Hospital    Urgent    Medicare Part A    7039 Silver Glen Way Rio Linda, CA 95673

**BLU/103/B**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/06/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6951 GILLINGHAM WAY NORTH HIGHLANDS, CA 95660

**PUR/603/A**

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 06/17/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    9145 Starina Way Sacramento, CA 95826

**PUR/804/A**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 10/25/2020    Transfer from a Hospital    Urgent    Kaiser Senior    8508 BERRY ROAD WILTON, CA 95693

**BLU/702/B**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
 03/02/2020    Transfer from a Hospital    Urgent    Medicare Part A    5040 JACKSON STREET APT #120 NORTH HIGHLANDS, CA 95660



**Resident Information Query**

Sort By Resident Name

				GRE/404/D	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1725 PLEASANT GROVE 213 ROSEVILLE, CA 95747	

				PIN/304/A	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/25/2021	Transfer from a Hospital	Urgent	Kaiser Traditional	2245 Dunlap Drive Sacramento, CA 95821	

				PIN/306/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/29/2021	Transfer from a Hospital	Elective	Medicare Part A	4706 Oakbough Way Carmichael, CA 95608	

				PIN/306/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/09/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	1075 Fulton Avenue Sacramento, CA 95825	

				PUR/403/B	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
07/06/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	6311 Cassidy Way Carmichael, CA 95608	

				BLU/104/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	

**Resident Information Query**

**Sort By** Resident Name

02/01/2020    Transfer from a Hospital    Urgent    Kaiser Senior    6871 LAKE COVE LANE CITRUS HEIGHTS, CA 95621

**BLU/700/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/26/2019    Transfer from a Hospital    Urgent    Kaiser Senior    218 SANTIAGO AVE SACRAMENTO, CA 95815

**BLU/701/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/19/2020    Transfer from a Hospital    Urgent    Kaiser Senior    650 KARCHNER ROAD LINCOLN, CA 95648

**PIN/302/A**

**PR**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/30/2020    Transfer from a Hospital    Urgent    PR    41040 LINCOLN ST FREMONT, CA 94538

**PIN/306/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

08/25/2022    Transfer from a Hospital    Urgent    Medicare Part A    6723 Middlecoff Way Sacramento, CA 95822

**PUR/403/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/10/2020    Transfer from a Hospital    Elective    Kaiser Senior    PO BOX 65 WESTPORT, WA 98595

**BLU/104/B**

**PR**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/18/2017	Transfer from a Hospital	Urgent	PR	5209 OLEANDER DRIVE CARMICHAEL, CA 95608		
					<b>BLU/703/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6451 MONTEZ COURT CITRUS HEIGHTS, CA 95621		
					<b>PIN/311/A</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/09/2021	Transfer from a Hospital	Elective	Medi-cal	1542 stoney cross lane lincoln, CA 95648		
					<b>PUR/803/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/10/2019	Transfer from a Hospital	Elective	Kaiser Senior	275 FOLSOM RD APT 129 ROSEVILLE, CA 95678		
					<b>PUR/601/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/27/2020	Transfer from a Hospital	Urgent	Medicare Part A	1100 DERICK WAY SACRAMENTO, CA 95822		
					<b>PUR/600/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

09/04/2022    Transfer from a Hospital    Urgent    Medicare Part A    6017 Winding Way Carmichael, CA 95608

**BLU/702/B**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/04/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	4721 TACOMIC DR SACRAMENTO, CA 95842

**PUR/602/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/22/2018	Transfer from a Hospital	Urgent	Medicare Part A	1922 MORSE AVE SACRAMENTO, CA 95825

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/26/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2000 Proctor Avenue West Sacramento, CA 95691

**PUR/404/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	4224 LUSK DR SACRAMENTO, CA 95864

**PIN/312/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/27/2022	Transfer from a Hospital	Urgent	Medicare Part A	5013 Schuyler Drive Carmichael, CA 95608

**PUR/404/A**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/13/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2786 WINESAP CR PLACERVILLE, CA 95667		
					<b>PUR/404/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/01/2022	Transfer from a Hospital	Urgent	Medicare Part A	4978 Shell Street North Highlands, CA 95660		
					<b>PIN/308/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/04/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7418 STOCK RANCH ROAD APT 2310 CITRUS HEIGHTS, CA 95621		
					<b>BLU/702/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/29/2018	Transfer from a Hospital	Urgent	Medicare Part A	4253 ABRAHAM WAY CARMICHAEL, CA 95608		
					<b>BLU/204/A</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/20/2019	Transfer from a Hospital	Urgent	PR	1740 Danielson Court Carmichael, CA 95608		
					<b>PUR/801/A</b>	<b>Kaiser Senior</b>



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/27/2019	Transfer from a Hospital	Elective	Kaiser Senior	2032 SANTA LUCIA WAY CARMICHAEL, CA 95608		
					<b>PIN/307/A</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/26/2021	Transfer from a Hospital	Urgent	Kaiser Traditional	3728 Rollins Way Antelope, CA 95843		
					<b>PUR/600/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/06/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8913 FORTUNA WAY ORANGEVALE, CA 95662		
					<b>BLU/703/A</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/25/2020	Transfer from a Hospital	Urgent	Kaiser GMC	4050 MYRTLE AVE APT H NORTH HIGHLANDS, CA 95660		
					<b>BLU/701/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/22/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3523 MONTCLAIRE STREET SACRAMENTO, CA 95821		
					<b>BLU/103/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

10/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    11060 COBBLESTONE DR RANCHO CORDOVA, CA 95670

**PIN/302/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/07/2022	Transfer from a Hospital	Elective	Medi-cal	4033 Chuckwagon Way Roseville, CA 95747

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/09/2018	Transfer from a Hospital	Urgent	Kaiser Senior	11230 GOLD RIVER EXPRESS DRIVE # 310-401 GOLD RIVER, CA 95670

**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	631 GARDEN HIGH WAY #6103 SACRAMENTO, CA 95833

**PUR/801/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2018	Transfer from a Hospital	Urgent	Medicare Part A	5033 COCOA PALM WAY FAIR OAKS, CA 95628

**PIN/314/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

10/11/2020 Transfer from a Hospital Urgent Kaiser Traditional 1413 62ND AVENUE SACRAMENTO, CA 95819

**BLU/104/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/09/2019	Transfer from a Hospital	Urgent	Medicare Part A	10508 COLOMA ROAD RANCHO CORDOVA, CA 95670

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/28/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8404 ARKIE COURT GRANITE BAY, CA 95746

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/29/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8022 Kingswood Drive Citrus Heights, CA 95610

**PIN/306/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/17/2020	Transfer from a Hospital	Urgent	Medicare Part A	7636 WATSON WAY CITRUS HEIGHTS, CA 95610

**PIN/311/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6616 SILVER SPRINGS CT Citrus Heights, CA 95621

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Kaiser Senior
02/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4875 MANZANITA AVE APT 13 CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/504/A	Medi-cal
04/13/2022	Transfer from a Hospital	Elective	Medi-cal	6090 South Land Park Drive Sacramento, CA 95822		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/B	Kaiser Senior
02/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6048 WESTBROOK DRIVE CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	PDPM MANAGED CARE
06/01/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1922 MORSE AVE APT 10 SACRAMENTO, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/C	Kaiser Senior
07/10/2020	Transfer from a Hospital	Urgent	Kaiser Senior	808 CLINA WAY ROSEVILLE, CA 95661		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

03/08/2020    Transfer from a Hospital    Urgent    Kaiser Senior    5342 LONG CANYON DR FAIR OAKS, CA 95628

**PUR/403/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/16/2020	Transfer from a Hospital	Elective	Kaiser Traditional	9310 LOMA LANE Orangevale, CA 95662

**BLU/103/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2018	Transfer from a Hospital	Urgent	Kaiser GMC	11540 MOTHER LODE CR GOLD RIVER, CA 95670

**PIN/314/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/12/2022	Transfer from a Hospital	Elective	Medicare Part A	101 Enterprise Drive Rohnert Park, CA 94928

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/09/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3018 IRONWOOD WAY WEST SACRAMENTO, CA 95691

**PIN/308/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/09/2021	Transfer from a Hospital	Urgent	Kaiser Traditional	PO BOX 4355 SANTA CLARA, CA 95056

**PUR/404/B**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/17/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Blue Shield	4636 SOLANO WAY Fair Oaks, CA 95628		
					<b>PUR/802/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/13/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	PO BOX 646 SLOUGHHOUSE , CA 95683		
					<b>BLU/703/A</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/17/2022	Transfer from a SNF	Elective	Medi-cal	5318 Manzanita Ave Carmichael, CA 95628		
					<b>PIN/306/A</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/11/2022	Transfer from a Hospital	Urgent	Medi-cal	5959 66th Avenue Sacramento, CA 95823		
					<b>GRE/510/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/16/2019	Transfer from a Hospital	Urgent	Medi-cal	7349 ARUTAS DRIVE NORTH HIGHLANDS, CA 95660		
					<b>PUR/803/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

01/28/2019    Transfer from a Hospital    Urgent    Kaiser Senior    7349 ARUTAS DR  
NORTH HIGHLANDS, CA 95660

**PUR/401/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/10/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1400 W MARLETTE STREET APT #16 IONE, CA 95640

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/21/2018	Transfer from a Hospital	Elective	Kaiser Senior	2457 WERBE LANE APT 138 CARMICHAEL, CA 95608

**PIN/307/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/29/2021	Transfer from a Hospital	Elective	Medicare Part A	5881 Lynx Trail Pollock Pines, CA 95726

**PIN/301/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/11/2020	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 1580 Loomis, CA 95650

**PUR/804/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	3320 Edgar Lane Carmichael, CA 95608

**PUR/401/D**

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/27/2020	Transfer from a Hospital	Urgent	Medicare Part A	4108 STRATHMORE WAY NORTH HIGHLANDS, CA 95660		
					<b>PUR/600/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8517 EL MODENA AVE ELVERTA, CA 95626		
					<b>BLU/102/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/02/2018	Transfer from a Hospital	Urgent	Medicare Part A	3821 MAY STREET SACRAMENTO, CA 95835		
					<b>PUR/803/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
04/11/2018	Transfer from a SNF	Urgent	Medicare Part A	432 O STREET RIO LINDA, CA 95673		
					<b>PUR/602/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/23/2021	Transfer from a Hospital	Elective	Medicare Part A	3028 GREENWOOD AVE SACRAMENTO, CA 95821		
					<b>PUR/600/B</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

01/12/2020    Transfer from a Hospital    Urgent    Kaiser Traditional    2499 FAR HORIZON TRAIL PILOT HILL, CA 95664

**PIN/311/C**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/16/2020    Transfer from a Hospital    Elective    Kaiser Traditional    PO BOX 2820 GRANITE BAY, CA 95746

**PUR/603/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/23/2017    Transfer from a Hospital    Urgent    Kaiser Senior    7872 OLIVE ST FAIR OAKS, CA 95628

**BLU/101/A**

**BS OF CALIFORNIA**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

12/18/2017    Transfer from a Hospital    Urgent    BS OF CALIFORNIA    6550 DRY CREEK ROAD RIO LINDA, CA 95673

**BLU/702/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/08/2019    Transfer from a Hospital    Urgent    Medicare Part A    9320 DIAMOND HEAD WAY ORANGEVALE, CA 95662

**PUR/603/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

03/12/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3613 WINGS WAY NORTH HIGHLANDS, CA 95660

**RUSS, MARY JEWEL**

**208537**

**PUR/801/A**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/25/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	1574 Creekside Drive APT #201 Folsom, CA 95630		
					<b>PUR/802/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
11/09/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	1293 Antrim Drive Roseville, CA 95747		
					<b>BLU/104/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	1853 UNION RIDGE ROAD PLACERVILLE, CA 95667		
					<b>BLU/104/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/05/2019	Transfer from a Hospital	Urgent	Medicare Part A	1853 UNION RIDGE ROAD PLACERVILLE, CA 95867		
					<b>PIN/303/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/13/2020	Transfer from a Hospital	Urgent	Medicare Part A	7895 QUAIL PARK WAY ANTELOPE, CA 95843		
					<b>PUR/404/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		



**Resident Information Query**

Sort By Resident Name

11/15/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO    4528 Chicago Avenue Fair Oaks, CA 95628

**PUR/403/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5625 MANZANITA AVE # 22 Carmichael, CA 95608

**BLU/700/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	1758 CARMELO DR CARMICHAEL, CA 95608

**BLU/102/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/02/2018	Transfer from a Hospital	Urgent	Kaiser Senior	806 FAIRYWHEN LINCOLN, CA 95648

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/15/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5016 DIABLO DR SACRAMENTO, CA 95842

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	234 LAFAYETT DR ROSEVILLE, CA 95678

**Resident Information Query**

Sort By Resident Name

					<b>GRE/510/D</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/07/2019	Transfer from Other	Urgent	PR	5304 FERNWOOD WAY SACRAMENTO, CA 95841		
					<b>BLU/101/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/01/2019	Transfer from a Hospital	Urgent	Medicare Part A	2360 TWEDE WAY ELVERTA, CA 95626		
					<b>BLU/703/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
07/12/2022	Transfer from a Hospital	Urgent	Medi-cal	8312 Blayden Court Citrus Heights, CA 95610		
					<b>PIN/306/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
06/12/2020	Transfer from a Hospital	Urgent	Kaiser Senior	651 E TRAVIS BLVD Apt. 83 FAIRFIELD, CA 94533		
					<b>PIN/311/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/17/2022	Transfer from a Hospital	Urgent	Medicare Part A	8332 Holly Drive Citrus Heights, CA 95610		
					<b>PUR/602/B</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

**Resident Information Query**

**Sort By** Resident Name

04/08/2018    Transfer from a Hospital    Urgent    Kaiser GMC    520 GIVEN STREET FOLSOM, CA 95630

**BLU/701/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/25/2018	Transfer from a Hospital	Information Not Available	Kaiser Traditional	5006 VALLEY FORGE LANE NORTH HIGHLANDS, CA 95660

**PIN/311/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/31/2022	Transfer from a Hospital	Urgent	Medicare Part A	8181 Folsom Boulevard Sacramento, CA 95826

**PUR/404/D**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	184 SKYBROOK LANE Sacramento, CA 95828

**BLU/103/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/27/2018	Transfer from a Hospital	Urgent	PR	1275 PLEASANT GROVE #315 ROSEVILLE, CA 95747

**BLU/700/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/25/2020	Transfer from a Hospital	Urgent	Medicare Part A	5221 WOODHAVEN DRIVE GRIZZLY FLATES, CA 95636

**Resident Information Query**

Sort By Resident Name

					<b>PIN/306/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/16/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3950 ANNADALE LN ROOM 11 SACRAMENTO, CA 95821		

					<b>GRE/508/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
07/06/2018	Transfer from a Hospital	Elective	Other Hospice - INTERIM	5308 ROPER AVE FAIR OAKS, CA 95628		

					<b>PUR/401/D</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
01/16/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - BS OF CALIFORNIA	443 WEST ASCOT AVENUE RIO LINDA, CA 95673		

					<b>PUR/401/D</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
01/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	707 Sunrise Avenue Roseville, CA 95661		

					<b>BLU/701/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
06/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	15103 REYNOSA DRIVE RANCHO MURIETA, CA 95683		

					<b>PUR/801/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/B	Kaiser Senior
12/22/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2513 GREENWOOD AVENUE SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/204/A	PR
03/31/2019	Transfer from a Hospital	Elective	PR	11628 N HWY 88 LODI, CA 95240		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/A	Kaiser Senior
08/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8350 FAIR OAKS BLVD 1210 CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	PDPM MANAGED CARE
02/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1051 Lost Trail Drive Plumas Lake, CA 95961		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/A	Kaiser GMC
01/28/2022	Transfer from a Hospital	Elective	Kaiser GMC	5601 Natomas Boulevard #1315 Sacramento, CA 95835		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/312/B	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

11/02/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 7643 PETER RAY CT CITRUS HEIGHTS, CA 95610

**BLU/102/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/08/2018	Transfer from a Hospital	Urgent	Kaiser Senior	743 ACACIA AVENUE SACRAMENTO, CA 95815

**PIN/307/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3521 DOMICH WAY SACRAMENTO, CA 95821

**BLU/703/B**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/25/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	4631 SOLANO WAY FAIR OAKS, CA 95628

**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/07/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8780 MADISON AVENUE apt132 FAIR OAKS, CA 95628

**BLU/700/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9359 VILLAGE GREEN WAY ORANGEVALE, CA 95662

**PIN/301/A**

**Medicare Part A**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	5938 MULDROW ROAD CARMICHAEL, CA 95608		
					<b>PUR/401/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5587 Latin Way Fair Oaks, CA 95628		
					<b>PIN/309/B</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Humana	640 Cambrian Court Sacramento, CA 95864		
					<b>PIN/301/A</b>	<b>Kaiser GMC</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/15/2019	Transfer from a Hospital	Urgent	Kaiser GMC	10237 COUNTRY WAY SACRAMENTO, CA 95827		
					<b>PIN/306/A</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/06/2022	Transfer from a Hospital	Elective	Medicare Part A	3939 Walnut Avenue Carmichael, CA 95608		
					<b>BLU/101/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5713 JEFF WAY CARMICHAEL, CA 95608		



**Resident Information Query**

Sort By Resident Name

					<b>GRE/503/B</b>	<b>Other Hospice</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
02/27/2021	Transfer from a Hospital	Elective	Other Hospice - Interim Hospice	4207 LAVONNE LANE SACRAMENTO, CA 95821		
					<b>PIN/311/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
07/22/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1545 LINDEN WAY MANTECA, CA 95336		
					<b>PUR/602/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5421 EDGERLY WAY CARMICHAEL, CA 95608		
					<b>GRE/504/B</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
09/04/2020	Transfer from a SNF	Elective	Medi-cal	1335 HARTLEY WAY FOLSOM, CA 95630		
					<b>BLU/701/B</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/31/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9322 HALLENOAK LANE ORANGEVALE, CA 95662		
					<b>PUR/603/A</b>	<b>Commercial Like Medicare</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

**Resident Information Query**

Sort By Resident Name

10/25/2018 Transfer from a Hospital Elective Commercial Like Medicare - DIGNITY HEALTH SACRAMENTO 117 W WITHINGTON RIO LINDA, CA 95673

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/15/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	4781 Courtland Lane Carmichael, CA 95608

**PIN/301/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6010 LONG ACRES COURT FAIR OAKS, CA 95628

**PUR/401/D**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/12/2019	Transfer from a Hospital	Information Not Available	Kaiser Traditional	4140 SHERA LANE CARMICHAEL, CA 95608

**PIN/311/D**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/03/2022	Transfer from a Hospital	Urgent	Medicare Part A	3505 Hanks Street Sacramento, CA 95827

**PIN/312/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/29/2022	Transfer from a Hospital	Urgent	Medicare Part A	16 Muir Way Berkeley, CA 94708

**PIN/303/A**

**PDPM MANAGED CARE**

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/26/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	2421 Talon Drive Shingle Springs, CA 95682
				<b>PUR/403/B</b>
				<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/08/2020	Transfer from a Hospital	Urgent	Medicare Part A	354 WHITES LANDING Long Beach, CA 90803
				<b>BLU/103/A</b>
				<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/23/2021	Transfer from a Hospital	Elective	Other Hospice - Bristol Hospice	8551 Story Ridge Way Antelope, CA 95843
				<b>PUR/403/C</b>
				<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/26/2022	Transfer from a Hospital	Elective	Kaiser Traditional	2330 ROSE ARBOR DRIVE SACRAMENTO, CA 95835
				<b>PUR/804/A</b>
				<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3388 LENNOX COURT LAWRENCEVILL E, GA 30044
				<b>PUR/403/A</b>
				<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/07/2020	Transfer from a Hospital	Elective	Kaiser Senior	P O BOX 2449 LIVERMORE, CA 94551

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/D	Medi-cal
09/29/2022	Transfer from a Hospital	Elective	Medi-cal	421 Parnassus Drive Rancho Cordova, CA 95742		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	Kaiser Senior
10/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7311 YORK TOWN PL APT#803 SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	PDPM MANAGED CARE
09/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2539 KIT Carson Street Sacramento, CA 95818		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Kaiser Senior
06/14/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5115 WALNUT POINTE LANE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Kaiser GMC
06/14/2021	Transfer from a Hospital	Elective	Kaiser GMC	7505 Fireweed Circle Citrus Heights, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/C	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

10/14/2020    Transfer from a Hospital    Urgent    Kaiser Senior    3662 BAYOU RD  
Sacramento, CA 95835

**PIN/312/B**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
10/28/2022    Transfer from a Hospital    Information Not Available    Medicare Part A    3901 1st Avenue  
Sacramento, CA 95817

**PIN/311/D**

**PDPM MANAGED CARE**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
07/05/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    9387 Ottomon Way  
Orangevale, CA 95662

**BLU/701/B**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
11/05/2018    Transfer from a Hospital    Urgent    Kaiser Senior    5617 RAPID CT  
SACRAMENTO, CA 95841

**GRE/502/B**

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/03/2020    Transfer from a SNF    Elective    Medi-cal    3511 Mickey beau LN  
Shingle Springs, CA 95682

**BLU/702/A**

**Medicare Part A**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
10/15/2019    Transfer from a Hospital    Urgent    Medicare Part A    3641 EDISON AVE APT 11  
SACRAMENTO, CA 95821

**PUR/403/D**

**Kaiser Senior**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/07/2020	Transfer from a Hospital	Elective	Kaiser Senior	2633 Granite Park Ln Elk Grove, CA 95758

**BLU/703/A**

**Partnership HealthPlan**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/14/2019	Transfer from a Hospital	Elective	Partnership HealthPlan	150 LEISUREVILLE CIRCLE WOODLAND, CA 95776

**PIN/312/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2022	Transfer from a Hospital	Urgent	Medicare Part A	5205 Ridge Vista Court Fair Oaks, CA 95628

**BLU/701/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/06/2020	Transfer from a Hospital	Elective	PR	573 SHAW RIVER WAY SACRAMENTO, CA 95823

**PIN/301/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/30/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	532 Brennen Circle Roseville, CA 95678

**PIN/314/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8350 FAIR OAKS # 1237 Carmichael, CA 95608

**Resident Information Query**

Sort By Resident Name

				<b>PUR/602/A</b>		<b>Medi-cal</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
01/06/2019	Transfer from a Hospital	Urgent	Medi-cal	320 W COURT STREET APT 209 WOODLAND, CA 95695			

				<b>BLU/103/A</b>		<b>Other Hospice</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
09/28/2021	Transfer from a Hospital	Elective	Other Hospice - INTERIM	8131 Ryland Drive El Dorado Hills, CA 95762			

				<b>PUR/801/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/05/2019	Transfer from a Hospital	Elective	Kaiser Senior	2351 WYDA WAY APT 925 SACRAMENTO, CA 95825			

				<b>PUR/603/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
04/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2817 FRIGATE BIRD DR SACRAMENTO, CA 95834			

				<b>PUR/803/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
07/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	780 HARRINGTON WAY ROOM 131 FOLSOM, CA 95630			

				<b>BLU/702/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

04/14/2018    Transfer from a Hospital    Urgent    Kaiser Senior    8108 ELLA COURT CITRUS HEIGHTS, CA 95610

**PUR/602/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/19/2019	Transfer from a Hospital	Elective	Medicare Part A	4788 BUCKNELL CT SACRAMENTO, CA 95841

**PIN/304/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/02/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	100 SOMBRERO WAY FOLSOM, CA 95630

**PUR/601/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/19/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO	7018 HOGAN DRIVE SACRAMENTO, CA 95822

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4836 PASAROBLES DR SACRAMENTO, CA 95841

**PIN/304/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

12/14/2022 Transfer from a Hospital Urgent PDPM MANAGED CARE - Kaiser Senior 7125 Fair Oaks Boulevard Carmichael, CA 95608

**PUR/403/B**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/20/2022 Transfer from a Hospital Urgent PDPM MANAGED CARE - United Healthcare 7695 River Village Drive Sacramento, CA 95831

**PIN/307/B**

**PDPM MANAGED CARE**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

06/10/2021 Transfer from a Hospital Elective PDPM MANAGED CARE - Kaiser Senior 10421 Wentworth Springs Road Georgetown, CA 95634

**PUR/603/A**

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/13/2021 Transfer from a Hospital Elective Medicare Part A 2400 EL LUJO WAY Rancho Cordova, CA 95670

**PUR/404/B**

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

05/18/2022 Transfer from a Hospital Elective Kaiser Traditional 6195 Windlestraw Road Placerville, CA 95667

**PUR/401/A**

**Medi-cal**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/15/2019 Transfer from a Hospital Urgent Medi-cal 8939 ROSETTA CIRCLE SACRAMENTO, CA 95826

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	Resident ID	Resident Name
10/10/2019	Transfer from a Hospital	Urgent	Kaiser Senior	422 UNION PACIFIC COURT RIO LINDA, CA 95673	BLU/703/A	Kaiser Senior
09/16/2022	Transfer from a Hospital	Elective	Medicare Part A	7418 Stock Ranch Road Citrus Heights, CA 95621	PIN/307/B	Medicare Part A
03/29/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	953 FULTON AVENUE APT #533 SACRAMENTO, CA 95825	PUR/603/B	PDPM MANAGED CARE
06/18/2022	Transfer from a Hospital	Elective	Medicare Part A	2400 Northview Drive Sacramento, CA 95833	PUR/600/A	Medicare Part A
01/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	11390 COLOMA RD Suite A120 GOLD RIVER, CA 95670	PUR/603/B	Kaiser Senior
					PUR/603/A	Medicare Part A

**Resident Information Query**

Sort By Resident Name

03/03/2019      Transfer from a Hospital      Urgent      Medicare Part A      3930 HOLLISTER AVE #107 CARMICHAEL, CA 95608

**BLU/701/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/22/2019	Transfer from a Hospital	Urgent	Medicare Part A	4627 SOLANO WAY FAIR OAKS, CA 95628

**PUR/602/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4143 OAKMONT STREET ROCKLIN, CA 95677

**BLU/101/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/27/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	15170 CELEBRAR ST RANCHO MURIETA, CA 95683

**GRE/506/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/14/2021	Transfer from a Hospital	Elective	Medi-cal	632 Santa Anna Sacramento, CA 95838

**PUR/401/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/08/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - HEALTHNET	8424 APLITE COURT CITRUS HEIGHTS, CA 95610

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Kaiser Senior
12/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	108 COPPER WAY VALLEJO, CA 94589		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	Other Insurance
05/25/2019	Transfer from a Hospital	Elective	Other Insurance - CIGNA	958 VIVIAN LEIGH LANE COLLIERVILLE, TN 38017		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/A	Medicare Part A
12/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	12761 LEE SCHOOL ROAD WILTON, CA 95693		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/301/A	Kaiser Senior
06/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7036 23RD STRRET Sacramento, CA 95822		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior
11/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2739 CAMBRIDGE ROAD CAMERON PARK, CA 95682		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/A	Medicare Part A

**Resident Information Query**

**Sort By** Resident Name

09/10/2021    Transfer from a Hospital    Elective    Medicare Part A    5132 Ladefonos Court  
Sacramento, CA 95842

**PIN/301/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/29/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8008 DANA BUTTE WAY CITRUS HEIGHTS, CA 95610

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/06/2019	Transfer from a Hospital	Elective	Kaiser Senior	3339 WINSOME LN CARMICHAEL, CA 95608

**GRE/507/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/01/2022	Transfer from a SNF	Elective	Medi-cal	5424 Primrose Drive Citrus Heights, CA 95610

**BLU/104/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/30/2022	Transfer from a Hospital	Elective	Medicare Part A	4311 LANDOLT AVE SACRAMENTO, CA 95821

**GRE/508/A**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/08/2020	Transfer from a SNF	Elective	Other Hospice - Interim Hospice	5318 MANZANITA AVENUE CARMICHAEL, CA 95608

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/501/B	Kaiser Hospice
12/07/2017	Transfer from a Hospital	Urgent	Kaiser Hospice	3316 bozeman street SACRAMENTO, CA 95838		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/403/D	Kaiser Traditional
07/04/2019	Transfer from a Hospital	Elective	Kaiser Traditional	1821 60TH AVE SACRAMENTO, CA 95822		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/D	Kaiser Traditional
07/20/2021	Transfer from a Hospital	Elective	Kaiser Traditional	3200 TRUXELL ROAD APT #258 SACRAMENTO, CA 95835		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/C	PDPM MANAGED CARE
05/09/2022	Transfer from a Hospital	Urgent	POP MANAGED CARE - Kaiser Senior	343 Shepherds Court Lincoln, CA 95648		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/B	Kaiser Traditional
11/16/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	4981 HARRISON STREET #45 NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/B	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

10/15/2020    Transfer from a Hospital    Urgent    Kaiser Senior    5940 GEORGA DR  
NORTH HIGHLANDS, CA 95660

**BLU/700/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/01/2018	Transfer from a Hospital	Urgent	PR	2933 ORANGEWOOD DR FAIR OAKS, CA 95628

**BLU/702/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/06/2020	Transfer from a Hospital	Urgent	Medi-cal	3191 CLOUDVIEW DRIVE SACRAMENTO, CA 95833

**BLU/703/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/29/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1850 CLUB CENTER DRIVE apt 315 SACRAMENTO, CA 95835

**PIN/307/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/17/2020	Transfer from a Hospital	Urgent	Medicare Part A	4728 JOHNSON DR FAIR OAKS, CA 95628

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

01/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7418 STOCK RANCH ROAD 2115 CITRUS HEIGHTS, CA 95621		
					<b>BLU/702/A</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
01/21/2019	Transfer from a Hospital	Urgent	Medi-cal	5322 HEMLOCK ST #232 SACRAMENTO, CA 95841		
					<b>GRE/501/B</b>	<b>Medi-cal</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/31/2022	Transfer from a SNF	Urgent	Medi-cal	5945 Kenneth Avenue #17 Carmichael, CA 95608		
					<b>PUR/801/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
05/19/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6105 SUNSET BLVD #59 ROCKLIN, CA 95677		
					<b>PUR/602/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/28/2021	Transfer from a Hospital	Elective	Medicare Part A	4603 Windsong Street Sacramento, CA 95834		
					<b>PIN/307/A</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/24/2021	Transfer from a Hospital	Elective	PR	5953 CAMRAY CIRCLE CARMICHAEL, CA 95608		



**Resident Information Query**

Sort By Resident Name

					<b>PUR/600/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
12/10/2021	Transfer from a Hospital	Elective	Medicare Part A	5351 Greeley Way Carmichael, CA 95608		

					<b>PUR/801/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/04/2019	Transfer from a Hospital	Urgent	Medicare Part A	6132 TERRELL #1 CITRUS HEIGHTS, CA 95621		

					<b>PUR/803/B</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
05/17/2018	Transfer from a Hospital	Elective	PR	7215 WINDING WAY FAIR OAKS, CA 95628		

					<b>PUR/401/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
03/09/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6919 Stanford Oak Drive Sacramento, CA 95842		

					<b>BLU/700/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
01/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	7820 AHL WAY FAIR OAKS, CA 95628		

					<b>PUR/601/A</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

**Resident Information Query**

**Sort By** Resident Name

07/05/2022    Transfer from a Hospital    Urgent    Medicare Part A    4217 Empire Way Carmichael, CA 95608

**PUR/602/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

06/27/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3150 WATT AVE SACRAMENTO, CA 95821

**PIN/301/A**

**Kaiser Traditional**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/28/2020    Transfer from a Hospital    Elective    Kaiser Traditional    2555 INTRNTL BLVD #227 OAKLAND, CA 94601

**PIN/311/A**

**PDPM MANAGED CARE**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

07/06/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    76 Broken Circle Davis, CA 95618

**BLU/700/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/07/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6120 EVEREST WAY SACRAMENTO, CA 95842

**PIN/312/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

05/08/2020    Transfer from a Hospital    Urgent    Kaiser Senior    2013 PENNSYLVANIA COURT WEST SACRAMENTO, CA 95691

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	PDPM MANAGED CARE
05/23/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3507 California Ave Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Kaiser Senior
02/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	493 HARTNELL PL SACRAMENTO, CA 95825		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Kaiser Senior
12/17/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5800 DUDLEY BLVD #1405 McClellan, CA 95652		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/B	Medicare Part A
11/06/2019	Transfer from a Hospital	Urgent	Medicare Part A	3840 SUNNYVALE AVE SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/310/A	PDPM MANAGED CARE
07/08/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Hills Physicians	1225 Hobson Avenue West Sacramento, CA 95605		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/B	PDPM MANAGED CARE

**Resident Information Query**

Sort By Resident Name

12/06/2022    Transfer from a Hospital    Elective    PDPM MANAGED CARE - United Healthcare    1204 La Sierra Drive Sacramento, CA 95864

**PIN/312/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/23/2021	Transfer from a Hospital	Urgent	Medicare Part A	6100 Sierra College Boulevard Rocklin, CA 95677

**PIN/301/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/24/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	7340 Stock Ranch Road Citrus Heights, CA 95621

**PUR/804/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/02/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2301 LONGSPUR LOOP LINCOLN, CA 95648

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/15/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3341 COTTAGE WAY #60 SACRAMENTO, CA 95825

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/21/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	682 Cappella Drive Diamond Springs, CA 95619

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/C	Medicare Part A
01/19/2020	Transfer from a Hospital	Urgent	Medicare Part A	8328 PINE FIELD DRIVE ANTELOPE, CA 95843		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/B	PDPM MANAGED CARE
05/10/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6648 Main Avenue Orangevale, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/304/A	Medicare Part A
07/20/2022	Transfer from a Hospital	Urgent	Medicare Part A	1814 OLD HIGHWAY 99 GAZELLE, CA 96034		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/B	Medicare Part A
01/06/2019	Transfer from a Hospital	Urgent	Medicare Part A	7125 FAIR OAKS BOULEVARD APT 113 CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Kaiser Senior
01/10/2021	Transfer from a Hospital	Urgent	Kaiser Senior	3463 CONCETTA WAT SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/B	Medicare Part A

**Resident Information Query**

**Sort By** Resident Name

01/14/2018      Transfer from a Hospital      Urgent      Medicare Part A      1725 PLEASANT GROVE BLVD #209 ROSEVILLE, CA 95747

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8200 FAIR OAKS BLVD # 75 CARMICHAEL, CA 95608

**PIN/306/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/30/2022	Transfer from a Hospital	Urgent	Medicare Part A	11719 Melones Circle Gold River, CA 95670

**PIN/306/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/08/2021	Transfer from a Hospital	Elective	Kaiser GMC	5533 Laguna Park Drive Elk Grove, CA 95758

**PIN/311/C**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/15/2021	Transfer from a Hospital	Elective	PR	3522 Green Valley Road Rescue, CA 95672

**PUR/601/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

03/09/2018    Transfer from a Hospital    Urgent    Kaiser Senior    700  
TIMBERLINE  
TERRACE  
BRENTWOOD,  
CA 94513

**PIN/311/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/16/2021	Transfer from a Hospital	Elective	Medicare Part A	2360 COTTERDALE ALLEY SACRAMENTO, CA 95835

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/20/2019	Transfer from a Hospital	Urgent	Kaiser Senior	900 3RD STREET WOODLAND, CA 95695

**PIN/306/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/04/2020	Transfer from a Hospital	Information Not Available	Medicare Part A	1601 DUNBAR LN BISHOP, CA 93514

**BLU/104/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	515 P STREET APT 504 SACRAMENTO, CA 95814

**PIN/304/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/17/2021	Transfer from a Hospital	Elective	Medicare Part A	8545 Folsom Boulevard Sacramento, CA 95826

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Kaiser Senior
01/30/2021	Transfer from a Hospital	Urgent	Kaiser Senior	6423 LONGDALE DR NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/102/B	Kaiser Senior
11/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	4932 EARLCORT CR SACRAMENTO, CA 95842		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/A	PDPM MANAGED CARE
04/05/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4610 Odessa Court Rocklin, CA 95677		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/B	Kaiser Senior
02/14/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4461 KURK TRAIL PLACERVILLE, CA 95667		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/A	Kaiser Senior
03/18/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2909 BURNECE ST SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/A	Commercial Like Medicare



**Resident Information Query**

**Sort By** Resident Name

02/11/2019	Transfer from a Hospital	Urgent	Commercial Like Medicare - HEALTHNET	1635 SAFARI COURT CARMICHAEL, CA 95608
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██████████ ██████████ **PUR/603/B** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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12/21/2018	Transfer from a Hospital	Urgent	Kaiser Senior	322 LAGOMARSINO WAY SACRAMENTO, CA 95819
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██████████ ██████████ **PUR/804/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/15/2018	Transfer from a Hospital	Elective	Kaiser Senior	5040 JACKSON ST #45 NORTH HIGHLANDS, CA 95660
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██████████ ██████████ **BLU/101/A** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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11/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6021 OGDEN NASH WAY SACRAMENTO, CA 95842
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██████████ ██████████ **PUR/600/B** **Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/11/2018	Transfer from a Hospital	Elective	Commercial Like Medicare - BS OF CALIFORNIA	10870 COLOMA DRIVE APT 2 RANCHO CORDOVA, CA 95670
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██████████ ██████████ **PUR/600/B** **Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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12/24/2019	Transfer from a Hospital	Urgent	Kaiser Senior	4231 OAKS KNOLL DRIVE CARMICHAEL, CA 95608
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/B	PDPM MANAGED CARE
12/29/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	840 Q Street Rio Linda, CA 95673		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/B	Kaiser Senior
01/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5316 YGNACIO DRIVE SACRAMENTO, CA 95821		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Medicare Part A
07/06/2018	Transfer from a Hospital	Urgent	Medicare Part A	1101 SECRET RAVINE PKWY ROSEVILLE, CA 95661		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	PDPM MANAGED CARE
11/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	700 GIBSON DRIVE # 1711 ROSEVILLE, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/204/A	PDPM MANAGED CARE
10/26/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5312 Nyoda Way Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/308/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

06/06/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6442 RUSHMORE DRIVE SACRAMENTO, CA 95842

**PIN/304/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2022	Transfer from a Hospital	Elective	Medicare Part A	2157 Lucetta Way Roseville, CA 95661

**BLU/101/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/05/2019	Transfer from a Hospital	Urgent	PR	7913 SANDRIDGE WAY CITRUS HEIGHTS, CA 95621

**BLU/202/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/30/2022	Transfer from a Hospital	Urgent	Medi-cal - Health Net	5840 Fair Oaks Boulevard Apt #4, CA 95608

**PUR/404/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/28/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2719 5TH AVENUE SACRAMENTO, CA 95818

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6526 LA POZA CT CITRUS HEIGHTS, CA 95621

**Resident Information Query**

Sort By Resident Name

				BLU/701/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/18/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6650 CROSSWOODS CIRCLE 59 CITRUS HEIGHTS, CA 95621	

				BLU/700/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/29/2017	Transfer from a Hospital	Urgent	Kaiser Senior	7418 STOCK RANCH RD APT 1111 CITRUS HEIGHTS, CA 95621	

				PIN/311/A	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
09/19/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - BC OF CALIFORNIA	121 Shadowbrook Drive Folsom, CA 95630	

				PUR/603/B	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
06/14/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8701 DEVERON WAY ORANGEVALE, CA 95662	

				PIN/307/B	Medicare Part A
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	
11/04/2022	Transfer from a Hospital	Urgent	Medicare Part A	2913 Hunt Drive Rancho Cordova, CA 95670	

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/A	Kaiser Senior
10/12/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5337 KIRLAND WAY CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/B	Kaiser Senior
04/10/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7250 AUBURN BLVD CIRTURS HEIGHTS, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/603/B	Commercial Like Medicare
12/09/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	5429 HACKBERRY LANE SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/314/D	Medicare Part A
06/22/2022	Transfer from a Hospital	Elective	Medicare Part A	7801 ZENITH DRIVE CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Commercial Like Medicare
03/01/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - BS OF CALIFORNIA	4401 MIEKO WAY SACRAMENTO, CA 95841		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

01/18/2020 Transfer from a Hospital Urgent Kaiser Senior 4911 NORTH PARKWAY SACRAMENTO, CA 95823

**PIN/310/A**

**Medicare Part A**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

12/15/2021 Transfer from a Hospital Elective Medicare Part A 5318 MANZANITA AVE CARMICHAEL, CA 95608

**PIN/302/A**

**Kaiser Traditional**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

07/28/2021 Transfer from a Hospital Elective Kaiser Traditional 5601 Monte Corita Circle Citrus Heights, CA 95621

**PIN/314/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

09/16/2020 Transfer from a Hospital Urgent Kaiser Senior 2113 DEVONPORT LOOP ROSEVILLE, CA 95747

**PUR/803/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

04/13/2018 Transfer from a Hospital Urgent Kaiser Senior 8155 OAHU DR FAIR OAKS, CA 95628

**BLU/702/B**

**Kaiser Senior**

**Admission Date Admission Source Admission Type Current Census Payer Previous Address**

03/04/2019 Transfer from a Hospital Urgent Kaiser Senior 1243 MORSE AVENUE APT#11 SACRAMENTO, CA 95864

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/308/A	Medicare Part A
03/28/2022	Transfer from a Hospital	Elective	Medicare Part A	2121 25th Street Sacramento, CA 95818		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/B	Kaiser Traditional
11/30/2019	Transfer from a Hospital	Elective	Kaiser Traditional	5101 UNION MINE RD EL DORADO, CA 95623		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/802/A	Kaiser Traditional
11/24/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	105 COLUMBIA AVE ROSEVILLE, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Medicare Part A
04/10/2018	Transfer from a Hospital	Urgent	Medicare Part A	10492 DATTIER CT RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	Medicare Part A
08/19/2022	Transfer from a Hospital	Elective	Medicare Part A	645 Willard Drive Folsom, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	Kaiser Traditional

**Resident Information Query**

Sort By Resident Name

04/25/2019    Transfer from a Hospital    Elective    Kaiser Traditional    1975 MALLARD ROAD WEST SACRAMENTO, CA 95691

**PUR/803/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/08/2019	Transfer from a Hospital	Urgent	Medicare Part A	5415 OLYMPIC WAY SACRAMENTO, CA 95842

**PIN/310/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/02/2022	Transfer from a Hospital	Elective	Medicare Part A	3725 Baldwin Drive Placerville, CA 95667

**PUR/603/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/18/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6841 Rock Crest Lane Citrus Heights, CA 95621

**PUR/602/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/20/2018	Transfer from a Hospital	Urgent	PR	6010 REVELSTOK DR SACRAMENTO, CA 95842

**BLU/700/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/23/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8501 GINGERROOT COURT ANTELOPE, CA 95843





## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/05/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	8011 EUCALYPTUS LANE CITRUS HEIGHTS, CA 95610		
					<b>PIN/303/A</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/28/2022	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - BS OF CALIFORNIA	7016 Lincoln Oaks Drive Fair Oaks, CA 95628		
					<b>BLU/104/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/04/2019	Transfer from a Hospital	Urgent	Kaiser Senior	235 COTTONWOOD STREET WOODLAND, CA 95695		
					<b>BLU/101/B</b>	<b>Kaiser Traditional</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/26/2018	Transfer from a Hospital	Urgent	Kaiser Traditional	416 SAN ANTONIO WAY SACRAMENTO, CA 95819		
					<b>PUR/401/D</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
12/30/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5200 Arden Way Carmichael, CA 95608		
					<b>BLU/703/A</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

08/06/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5544 POPLAR BLVD NORTH HIGHLANDS, CA 95660

**PUR/802/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/14/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - HEALTHNET	2487 FAWN HILL LANE AUBURN, CA 95603

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/31/2021	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - Kaiser Senior	1323 SUSAN CR ROSEVILLE, CA 95661

**PIN/301/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/01/2021	Transfer from a SNF	Elective	PR	3380 Blairs Lane Placerville, CA 95667

**BLU/103/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/26/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8108 ROCKFIELD CT FAIR OAKS, CA 95628

**BLU/703/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/01/2019	Transfer from a Hospital	Elective	Kaiser Senior	6512 OAKBROOK DRIVE FAIR OAKS, CA 95628



## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/07/2019	Transfer from a Hospital	Urgent	PR	2400 GLENFAIRE DR RANCHO CORDOVA, CA 95670		
					<b>PIN/311/D</b>	<b>PR</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
08/12/2021	Transfer from a Hospital	Elective	PR	2424 Dawn Way Fairfield, CA 94533		
					<b>GRE/506/A</b>	<b>Other Hospice</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
10/09/2015	Transfer from a Hospital	Elective	Other Hospice - VITAS	7340 STOCKRANCH RD #171 CITRUS HEIGHTS, CA 95621		
					<b>PUR/401/B</b>	<b>Kaiser Senior</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/12/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5816 PEPPERMILL CT APT 2 SACRAMENTO, CA 95841		
					<b>PUR/401/D</b>	<b>PDPM MANAGED CARE</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
06/16/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2342 Longspur Loop Lincoln, CA 95648		
					<b>PUR/803/B</b>	<b>Medicare Part A</b>
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

08/17/2019    Transfer from a Hospital    Urgent    Medicare Part A    6145 JACK LONDON CR SACRAMENTO, CA 95842

**PUR/801/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/22/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - United Healthcare	1243 GAVIN DRIVE MARYSVILLE, CA 95901

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/12/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6619 MELBOURNE WAY CITRUS HEIGHTS, CA 95621

**PUR/600/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/21/2021	Transfer from a Hospital	Elective	Medicare Part A	8316 Ascolano Avenue Fair Oaks, CA 95628

**BLU/701/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/02/2018	Transfer from a Hospital	Urgent	Kaiser GMC	6036 SHADOW LN CITRUS HEIGHTS, CA 95621

**BLU/700/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/03/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	1529 RIVER OAK WAY ROSEVILLE, CA 95747

**Resident Information Query**

Sort By Resident Name

				PIN/306/A		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
12/02/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	6350 Riverside Boulevard Sacramento, CA 95831			

				PIN/303/A		Other Hospice	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
12/26/2017	Transfer from a Hospital	Urgent	Other Hospice - INTERIM	720 DOROTHY ADAMO LN WEST SACRAMENTO, CA 95605			

				BLU/101/A		PDPM MANAGED CARE	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
10/06/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	2511 ROSLYN WAY SACRAMENTO, CA 95821			

				BLU/101/B		Kaiser Senior	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
06/11/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3100 BECERRA WAY SACRAMENTO, CA 95821			

				PUR/803/A		Medicare Part A	
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address			
09/02/2019	Transfer from a Hospital	Urgent	Medicare Part A	411 NORTH 6TH ST APT 209 EMERY, SD 57332			

				BLU/703/A		Kaiser Senior	
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/06/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1865 NIGHTHAWK CR ROSEVILLE, CA 95661

**PIN/308/B PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/25/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	100 Stanton Court Folsom, CA 95630

**PUR/602/B Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/01/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - BS OF CALIFORNIA	2936 MANDEL WAY SACRAMENTO, CA 95833

**BLU/103/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	113 HIGHLEY CT SACRAMENTO, CA 95864

**PUR/404/C Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2022	Transfer from a Hospital	Elective	Medicare Part A	7294 Salazar Drive North Highlands, CA 95660

**BLU/103/A Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

05/12/2018    Transfer from a Hospital    Urgent    Kaiser Senior    6003 CASA ALEGRE ST CARMICHAEL, CA 95608

**PIN/304/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/24/2021	Transfer from a Hospital	Urgent	Medicare Part A	8550 Barton Rd Granite Bay, CA 95746

**PIN/301/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/05/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1354 LEO WAY WOODLAND, CA 95776

**PUR/802/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/21/2022	Transfer from a Hospital	Elective	Medicare Part A	602 Crosswind Drive Sacramento, CA 95838

**PIN/314/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	8610 ACKERMAN WAY FAIR OAKS, CA 95628

**PIN/303/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/11/2018	Transfer from a Hospital	Elective	Kaiser Senior	4510 STONEY WAY CARMICHAEL, CA 95608

**BLU/102/A**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

11/07/2018      Transfer from a Hospital      Urgent      Kaiser Traditional      7945 SAWGRASS CIRCLE CITRUS HEIGHTS, CA 95610

**PUR/802/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/21/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9113 Hourglass Circle Roseville, CA 95747

**PUR/601/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6512 Crosswoods Circle Citrus Heights, CA 95621

**GRE/503/B**

**Other Hospice**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/03/2020	Transfer from a SNF	Elective	Other Hospice	5318 MANZANITA AVENUE CARMICHAEL, CA 95608

**PIN/307/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/12/2022	Transfer from a Hospital	Elective	Medicare Part A	5829 Flintlock Court Carmichael, CA 95608

**PUR/600/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

04/07/2018    Transfer from a Hospital    Urgent    Kaiser Senior    5008 SKYWAY DRIVE FAIR OAKS, CA 95628

**BLU/101/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/01/2018	Transfer from a Hospital	Urgent	Medicare Part A	2790 WAVERLY DR SHINGLE SPRINGS, CA 95682

**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/31/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	5757 Cypress Avenue Carmichael, CA 95608

**PUR/404/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/23/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	1596 Newborough Drive Sacramento, CA 95833

**PIN/306/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/05/2022	Transfer from a Hospital	Urgent	Medicare Part A	9301 Premier Way Sacramento, CA 95826

**PIN/311/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/12/2021	Transfer from a Hospital	Elective	Medicare Part A	2814 Hyannis Way Sacramento, CA 95827

**Resident Information Query**

Sort By Resident Name

					<b>PIN/303/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
07/23/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Blue Shield	6311 Naranja Way Orangevale, CA 95662		

					<b>PIN/314/C</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
07/28/2022	Transfer from a Hospital	Urgent	Medicare Part A	2063 Rose Arbor Drive Sacramento, CA 95835		

					<b>PUR/603/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/20/2022	Transfer from a Hospital	Elective	Medicare Part A	3381 La Canada Drive Cameron Park, CA 95682		

					<b>PIN/309/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
04/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	PO BOX 423 CITRUS HEIGHTS, CA 95611		

					<b>PIN/306/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
02/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2825 BIDWELL STREET APT #3 DAVIS, CA 95618		

					<b>PIN/302/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

**Resident Information Query**

Sort By Resident Name

10/12/2021    Transfer from a Hospital    Elective    PDPM MANAGED CARE - Kaiser Senior    8109 Montevina Drive Sacramento, CA 95829

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/06/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2440 GARFIELD AVENUE C112 CARMICHAEL, CA 95608

**PIN/310/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5021 REID WAY SACRAMENTO, CA 95819

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2145 FARNSWORTH WAY RANCHO CORDOVA, CA 95670

**PUR/401/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	PO BOX 7267 CITRUS HEIGHTS, CA 95621

**BLU/702/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/06/2018	Transfer from a Hospital	Urgent	Medicare Part A	3150 I STREET NORTH HIGHLANDS, CA 95660

## Resident Information Query

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/310/B	Medicare Part A
09/02/2022	Transfer from a Hospital	Elective	Medicare Part A	960 Zaragoza Street Davis, CA 95618		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/A	Medicare Part A
05/02/2022	Transfer from a Hospital	Elective	Medicare Part A	74 MARILYN CIRCLE SACRAMENTO, CA 95838		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/401/A	PDPM MANAGED CARE
07/02/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Hills Physicians	11216 Bold River Court Rancho Cordova, CA 95670		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/404/A	Medicare Part A
05/04/2020	Transfer from a Hospital	Urgent	Medicare Part A	4500 CAVALLO WAY CARMICAEHEL, CA 95608		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	PDPM MANAGED CARE
09/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	7911 37th Avenue Sacramento, CA 95824		
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

04/15/2020    Transfer from a Hospital    Urgent    Kaiser Senior    6501 COLETTE WAY  
NORTH HIGHLANDS, CA 95660

**PIN/302/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/04/2022	Transfer from a Hospital	Urgent	Medicare Part A	3300 Bridgeford Drive Sacramento, CA 95834

**PUR/600/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/09/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare	7100 DELHAVEN WAY NORTH HIGHLANDS, CA 95660

**BLU/702/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/24/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7473 HALLWORTHY WAY APT #281 SACRAMENTO, CA 95842

**BLU/101/B**

**BS OF CALIFORNIA**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/28/2018	Transfer from a Hospital	Urgent	BS OF CALIFORNIA	701 FAIR GROUND DRIVE 204 SACRAMENTO, CA 92817

**PUR/803/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

08/16/2019    Transfer from a Hospital    Urgent    Kaiser Senior    3950 T STREET  
SACRAMENTO,  
CA 95819

**PIN/312/B**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
12/06/2020    Transfer from a Hospital    Urgent    Kaiser Senior    8020 WALERGA  
APT #1131  
ANTELOPE, CA  
95843

**BLU/103/A**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
04/30/2018    Transfer from a Hospital    Urgent    Kaiser Senior    211 VESSONA  
CR  
FOLSOM, CA  
95630

**PUR/804/B**

**Commercial Like Medicare**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
02/13/2018    Transfer from a Hospital    Urgent    Commercial Like Medicare - United Healthcare    9283  
TAMERTON  
WAY  
SACRAMENTO,  
CA 95829

**PIN/312/A**

**Medi-cal**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
04/27/2012    Transfer from a Hospital    Urgent    Medi-cal    CA

**PUR/801/A**

**Kaiser Senior**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**  
09/20/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3813  
PASADENA AVE  
#10  
SACRAMENTO,  
CA 95821

**PIN/310/B**

**Kaiser Hospice**

**Admission Date**    **Admission Source**    **Admission Type**    **Current Census Payer**    **Previous Address**



**Resident Information Query**

Sort By Resident Name

07/04/2018      Transfer from a Hospital      Elective      Kaiser Hospice      3220 SANTA FE WAY  
ROCKLIN, CA 95765

**PUR/803/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/02/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6560 MAUANA WAY CITRUS HEIGHTS, CA 95610

**PIN/309/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/02/2022	Transfer from a Hospital	Urgent	Medicare Part A	405 Porter Drive Roseville, CA 95678

**PUR/401/D**

**Kaiser Traditional**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/28/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	2287 EMPRESS ST SACRAMENTO, CA 95815

**PIN/302/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/20/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1715 CREEKSIDE DR #120 FOLSOM, CA 95630

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/01/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8113 BELLSBRAE DR ANTELOPE, CA 95843

**Resident Information Query**

Sort By Resident Name

					<b>PIN/309/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
06/23/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	2632 Zuider Zee Circle Elverta, CA 95626		

					<b>PIN/301/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
09/07/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	6144 Preston Circle Rocklin, CA 95765		

					<b>GRE/508/A</b>	<b>PR</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
10/19/2020	Transfer from a Hospital	Urgent	PR	7836 LAKEPORT CR ELVERTA, CA 95626		

					<b>PIN/312/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
12/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	707 Sunrise Avenue APT #101 Roseville, CA 95661		

					<b>PIN/303/A</b>	<b>Kaiser Traditional</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
09/19/2020	Transfer from a Hospital	Urgent	Kaiser Traditional	2322 HOOD FRANKLIN RD ELK GROVE, CA 95757		

					<b>GRE/509/A</b>	<b>Kaiser GMC</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

**Resident Information Query**

Sort By Resident Name

08/16/2019    Transfer from a Hospital    Elective    Kaiser GMC    7 SEAVEY CIRCLE SACRAMENTO, CA 95818

**PIN/314/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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05/29/2020	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO	4825 SHERLOCK WAY CARMICHAEL, CA 95608
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**BLU/104/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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06/27/2022	Transfer from a Hospital	Elective	Medi-cal	2400 NORTHVIEW DR APT 101 SACRAMENTO, CA 95833
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**BLU/101/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/22/2018	Transfer from a Hospital	Elective	Kaiser Senior	2357 ROGUE RIVER DR SACRAMENTO, CA 95826
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**GRE/506/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/03/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8484 MADISON AVE FAIR OAKS, CA 95628
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**PUR/802/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/16/2018	Transfer from a Hospital	Urgent	Medicare Part A	1019 MADDEN LANE #102 ROSEVILLE, CA 95681
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**Resident Information Query**

Sort By Resident Name

					<b>PUR/404/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	406 Anteeo Way Santa Rosa, CA 95407		

					<b>PIN/312/B</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
02/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	269 LEAFWOOD WAY FOLSOM, CA 95630		

					<b>BLU/102/A</b>	<b>Kaiser Senior</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
12/05/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6100 RAMPART DR CARMICHAEL, CA 95608		

					<b>PUR/803/A</b>	<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
05/03/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	5601 Natomas Boulevard Sacramento, CA 95835		

					<b>BLU/701/B</b>	<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		
08/24/2018	Transfer from a Hospital	Urgent	Medicare Part A	11390 COLOMA RD RANCHO CORDOVA, CA 95670		

					<b>GRE/510/C</b>	<b>Medi-cal</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>		

## Resident Information Query

Sort By Resident Name

07/09/2022    Transfer from a Hospital    Elective    Medi-cal    PO BOX 5140  
SACRAMENTO,  
CA 95817

**PIN/306/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3639 Cody Way Sacramento, CA 95864

**PIN/314/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/25/2020	Transfer from a Hospital	Urgent	Kaiser Senior	77015 MORNINGSIDE DRIVE Granite Bay, CA 95746

**BLU/102/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/11/2018	Transfer from a Hospital	Urgent	Medicare Part A	4000 FLORAL DRIVE NORTH HIGHLANDS, CA 95660

**PUR/600/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	3401 WALNUT AVENUE #35 CARMICHAEL, CA 95608

**PUR/603/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1930 60TH AVENUE SACRAMENTO, CA 95822

**PUR/801/A**

**Medicare Part A**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/13/2018	Transfer from a Hospital	Urgent	Medicare Part A	2006 LOTHLAND CT PULMAS LAKE, CA 95961

**PIN/310/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3132 TOUCHMAN ST SACRAMENTO, CA 95833

**PIN/307/B**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/30/2022	Transfer from a SNF	Urgent	PR	2501 Laurence Avenue Carmichael, CA 95608

**PIN/310/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/08/2021	Transfer from a Hospital	Elective	Medicare Part A	2775 BLUE HERRON LOOP LINCOLN, CA 95648

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/15/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	5742 LOCUST AVENUE CARMICHAEL, CA 95608

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/12/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - HEALTHNET	6617 MELROSE DRIVE NORTH HIGHLANDS, CA 95660

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	Medicare Part A
10/15/2022	Transfer from a Hospital	Urgent	Medicare Part A	3225 Freeport Boulevard Sacramento, CA 95818		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/B	Commercial Like Medicare
10/11/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare	6009 AMIR LANE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/C	PDPM MANAGED CARE
02/18/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2127 N SAN JOSE ST STOCKTON, CA 95204		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	Other Hospice
11/13/2019	Transfer from a Hospital	Urgent	Other Hospice - VITAS	515 Sypress Links way Taylors, SC 29687		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	PDPM MANAGED CARE
04/22/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	101 Rinetti Way Rio Linda, CA 95673		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/302/A	Kaiser Traditional

**Resident Information Query**

**Sort By** Resident Name

04/27/2022    Transfer from a Hospital    Urgent    Kaiser Traditional    7400 Willowcreek Drive Citrus Heights, CA 95610

**PUR/602/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

09/26/2019    Transfer from a Hospital    Elective    Kaiser Senior    5473 WILDFLOWER CR CARMICHAEL, CA 95608

**PIN/307/B**

**Medicare Part A**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

11/01/2022    Transfer from a Hospital    Urgent    Medicare Part A    2604 Niagara Way Sacramento, CA 95826

**PUR/602/B**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

01/28/2019    Transfer from a Hospital    Urgent    Kaiser Senior    1532 SONOMA AVE SACRAMENTO, CA 95815

**PUR/804/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/23/2018    Transfer from a Hospital    Urgent    Kaiser Senior    3325 ROMFORD WAY SACRAMENTO, CA 95827

**PUR/603/A**

**Kaiser Senior**

**Admission Date    Admission Source    Admission Type    Current Census Payer    Previous Address**

02/24/2020    Transfer from a Hospital    Elective    Kaiser Senior    2997 LINDEN LN APT C CARMICHAEL, CA 95608



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Kaiser Senior
10/07/2019	Transfer from a Hospital	Urgent	Kaiser Senior	7229 SUNWOOD WAY CITRUS HEIGHTS, CA 95621		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/804/B	Commercial Like Medicare
06/14/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - Blue Shield	2955 CAMARILLO DRIVE SACRAMENTO, CA 95833		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/A	Kaiser Senior
10/23/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5435 EARNELL ST CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/702/B	Kaiser Senior
06/13/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7679 GREENBACK LN APT 2044 CITRUS HEIGHTS, CA 95610		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	Kaiser Senior
12/01/2019	Transfer from a Hospital	Urgent	Kaiser Senior	12212 HETCH HECHY DRIVE RANCHO CORDOVA, CA 95742		

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/403/D	Medicare Part A
07/13/2022	Transfer from a Hospital	Urgent	Medicare Part A	5036 Sparrow Ct Carmichael, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/309/B	Medicare Part A
05/07/2020	Transfer from a Hospital	Urgent	Medicare Part A	6909 LINCOLN OAKS DR FAIR OAKS, CA 95628		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/700/B	Kaiser Senior
08/27/2018	Transfer from a Hospital	Urgent	Kaiser Senior	15024 RIO CIRCLE RANCHO MURIETA, CA 95638		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/701/A	Kaiser Senior
05/11/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8181 FOLSOM BLVD SPC 56 SACRAMENTO, CA 95826		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/403/B	Kaiser Senior
02/27/2020	Transfer from a Hospital	Urgent	Kaiser Senior	5935 CASA ALEGRE CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/303/A	Other Hospice

**Resident Information Query**

**Sort By** Resident Name

04/04/2017    Transfer from a Hospital    Urgent    Other Hospice - VITAS    9040 MONTOYA ST #4 SACRAMENTO, CA 95826

**PUR/401/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/15/2020	Transfer from a Hospital	Elective	Medicare Part A	6436 VILLA DRIVE SACRAMENTO, CA 95842

**BLU/102/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/28/2021	Transfer from a Hospital	Urgent	Kaiser Senior	6558 GREENCREEK WAY CITRUS HEIGHTS, CA 95621

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/08/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	6017 Winding Way Carmichael, CA 95608

**PIN/302/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/06/2022	Transfer from a Hospital	Urgent	Medicare Part A	1097 Marseille Lane Roseville, CA 95747

**PUR/601/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/14/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2701 CAPITAL AVE #609 SACRAMENTO, CA 95816

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/A	PDPM MANAGED CARE
02/24/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	9461 California 193 Kelsey, CA 95667		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/306/B	Medi-cal
01/05/2018	Transfer from a Hospital	Urgent	Medi-cal	--, CA --		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/A	PDPM MANAGED CARE
04/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	3985 EAST MIDAS AVE ROCKLIN, CA 95677		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/101/A	Kaiser Senior
09/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	7300 NOB HILL DR CARMICHAEL, CA 95608		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/103/A	PDPM MANAGED CARE
09/26/2019	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - DIGNITY HEALTH SACRAMENTO	2656 DAWES STREET RANCHO CORDOVA, CA 95670		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/703/A	Kaiser Senior

**Resident Information Query**

**Sort By** Resident Name

04/04/2019    Transfer from a Hospital    Urgent    Kaiser Senior    5001 SUNRISE HILLS DRIVE FAIR OAKS, CA 95628

**PUR/600/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/31/2018	Transfer from a Hospital	Urgent	Kaiser Senior	2827 CLEMSON DRIVE CAMERON PARK, CA 95682

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/19/2018	Transfer from a Hospital	Urgent	Kaiser Senior	8900 BRYDON WAY SACRAMENTO, CA 95826

**PIN/308/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/12/2022	Transfer from a Hospital	Urgent	Medicare Part A	6244 MEADOW VISTA DRIVE CARMICHAEL, CA 95608

**PUR/801/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/02/2022	Transfer from a Hospital	Urgent	Medicare Part A	1101 Secret Ravine Parkway #228 ROSEVILLE, CA 95661

**GRE/510/C**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/24/2020	Transfer from a Hospital	Urgent	Medi-cal	1712 VIRGINIA AVE West Sacramento, CA 95691

**Resident Information Query**

Sort By Resident Name

				<b>PUR/601/A</b>		<b>Medi-cal</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
08/30/2019	Transfer from a Hospital	Urgent	Medi-cal	4205 BANNISTER ROAD FAIR OAKS, CA 95628			

				<b>BLU/702/A</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
03/27/2018	Transfer from a Hospital	Urgent	Medicare Part A	5460 PRIMROSE DR CITRUS HEIGHTS, CA 95610			

				<b>PUR/403/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/16/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4818 Schuyler Drive Carmichael, CA 95608			

				<b>PUR/603/A</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
08/18/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	631 Parkstone Way Folsom, CA 95630			

				<b>BLU/101/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/04/2018	Transfer from a Hospital	Urgent	Kaiser Senior	6652 PALM AVE CARMICHAEL, CA 95608			

				<b>PIN/308/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

12/28/2022      Transfer from a Hospital      Urgent      PDPM MANAGED CARE - Kaiser Senior      8030 Grand Avenue Fair Oaks, CA 95628

**PIN/309/A**

**Kaiser Senior**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

10/09/2020      Transfer from a Hospital      Urgent      Kaiser Senior      5600 GREENBRAE ROAD SACRAMENTO, CA 95822

**BLU/701/A**

**Kaiser Senior**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

08/31/2019      Transfer from a Hospital      Urgent      Kaiser Senior      1264 SEGOLILY LANE LINCOLN, CA 95648

**PUR/801/A**

**PDPM MANAGED CARE**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

11/24/2019      Transfer from a Hospital      Urgent      PDPM MANAGED CARE - DIGNITY HEALTH SACRAMNTO      8036 STONE CANYON CIRCLE CITRUS HEIGHTS, CA 95610

**PIN/312/A**

**PDPM MANAGED CARE**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

09/05/2021      Transfer from a Hospital      Elective      PDPM MANAGED CARE - Kaiser Senior      4400 Peaceful Glen Road Vacaville, CA 95688

**PUR/603/A**

**Medicare Part A**

**Admission Date      Admission Source      Admission Type      Current Census Payer      Previous Address**

**Resident Information Query**

Sort By Resident Name

03/03/2020      Transfer from a Hospital      Urgent      Medicare Part A      4230  
CORTRIGHT  
WAY  
NORTH  
HIGHLANDS,  
CA 95660

**PUR/804/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/26/2022	Transfer from a Hospital	Information Not Available	Medicare Part A	1130 Lancaster Way Sacramento, CA 95822

**PUR/403/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/20/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Hills Physicians	5040 Jackson Street North Highlands, CA 95660

**BLU/702/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/30/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8350 Fair Oaks Blvd. #319 Carmichael, CA 95608

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/22/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2305 PINTURO WAY RANCHO CORDOVA, CA 95670

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

Sort By Resident Name

06/08/2020    Transfer from a Hospital    Urgent    Kaiser Senior    8350 FAIR OAKS BLVD #130 CARMICHAEL, CA 95608

**PIN/311/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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09/09/2021	Transfer from a Hospital	Elective	Medicare Part A	780 Harrington Way Folsom, CA 95630
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**BLU/701/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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07/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	9418 DRIFT WAY ORANGEVALE, CA 95662
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**PIN/303/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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03/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	1715 CREEKSIDE DRIVE # 203 Folsom, CA 95630
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**BLU/101/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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11/25/2018	Transfer from a Hospital	Urgent	Kaiser Senior	5089 NAWAL DRIVE EL DORADO HILLS, CA 95762
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**PUR/801/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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01/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	5038 LARCHWOOD CT SACRAMENTO, CA 95841
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**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	BLU/104/B	Kaiser Senior
01/24/2020	Transfer from a Hospital	Urgent	Kaiser Senior	1753 ORION WAY SACRAMENTO, CA 95864		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Medicare Part A
03/24/2021	Transfer from a Hospital	Elective	Medicare Part A	3374 SWAIM COURT SACRAMENTO, CA 95838		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/A	Medicare Part A
07/15/2018	Transfer from a Hospital	Urgent	Medicare Part A	965 WILSON BLVD #1125 EL, CA 95762		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/803/B	Medicare Part A
07/30/2018	Transfer from a Hospital	Urgent	Medicare Part A	965 WILSON BOULEVARD APT 1125 EL DORADO HILLS, CA 95762		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/307/B	PDPM MANAGED CARE
12/02/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2607 SIERRA MEADOWS DR ROCKLIN, CA 95677		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	GRE/510/D	PR

**Resident Information Query**

**Sort By** Resident Name

11/04/2022    Transfer from a Hospital    Elective    PR    2735 Land Park Drive  
Sacramento, CA 95818

**BLU/701/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/16/2019	Transfer from a Hospital	Urgent	Kaiser Senior	12633 FAIR OAKS BLVD #127 CITRUS HEIGHTS, CA 95610

**PUR/601/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/14/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	315 B Street APT 1 Roseville, CA 95678

**PUR/803/B**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/27/2018	Transfer from a Hospital	Urgent	Medi-cal	517 EAST FULTON STREET STOCKTON, CA 95204

**BLU/702/A**

**PR**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/07/2018	Transfer from a Hospital	Urgent	PR	4007 Ramsey Drive north highlands, CA 95660

**PUR/600/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/03/2019	Transfer from a Hospital	Urgent	Medicare Part A	1370 DISCOVERY LN PLACERVILLE, CA 95667

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/801/A	Kaiser Senior
10/02/2019	Transfer from a Hospital	Urgent	Kaiser Senior	1170 OAK KNOLL COURT FOLSOM, CA 95630		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/A	Medicare Part A
11/22/2022	Transfer from a Hospital	Urgent	Medicare Part A	3940 OTTOMEYER COURT NORTH HIGHLANDS, CA 95660		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PIN/311/B	Kaiser Senior
10/26/2020	Transfer from a Hospital	Urgent	Kaiser Senior	55 HANCOCK DRIVE Roseville, CA 95678		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/602/A	PDPM MANAGED CARE
05/10/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	136 VILLAGE CR SACRAMENTO, CA 95838		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/601/B	Kaiser Senior
06/23/2020	Transfer from a Hospital	Urgent	Kaiser Senior	8446 ORTIZ CT ORANGEVALE, CA 95662		

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address	PUR/600/B	Kaiser Senior

**Resident Information Query**

Sort By Resident Name

10/23/2020    Transfer from a Hospital    Urgent    Kaiser Senior    738 MIKKELSEN DRIVE # 211 Auburn, CA 95603

**PUR/603/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2901 Rubicon Way Sacramento, CA 95821

**BLU/104/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/19/2018	Transfer from a Hospital	Urgent	Medicare Part A	8504 WYNDRUSH WAY EL DORADO HILLS, CA 95762

**PUR/602/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
12/20/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2320 MORAN AUBURN, CA 95603

**PUR/602/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/02/2020	Transfer from a Hospital	Urgent	Kaiser Senior	2901 ELKHORN BLVD NORTH HIGHLANDS, CA 95660

**PIN/312/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/29/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	4938 SADDLE ROCK WAY SACRAMENTO, CA 95841

**Resident Information Query**

Sort By Resident Name

				<b>PIN/310/A</b>		<b>Medicare Part A</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
03/24/2022	Transfer from a Hospital	Elective	Medicare Part A	8786 Piedra Way Fair Oaks, CA 95628			

				<b>PUR/801/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
10/15/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - United Healthcare	4830 Royal Lily Ave Roseville, CA 95747			

				<b>PUR/600/B</b>		<b>PDPM MANAGED CARE</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
11/07/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7790 RENFREW COURT CITRUS HEIGHT, CA 95610			

				<b>PUR/802/A</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
02/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	6837 BARBARA LEE CR SACRAMENTO, CA 95842			

				<b>PUR/600/B</b>		<b>Kaiser Senior</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			
05/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	6709 BREAKWA WAY SACRAMENTO, CA 95831			

				<b>BLU/102/A</b>		<b>Commercial Like Medicare</b>	
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>			

**Resident Information Query**

Sort By Resident Name

09/06/2018    Transfer from a Hospital    Urgent    Commercial Like Medicare - HEALTHNET    2788 GOLD POINT WY SACRAMENTO, CA 95827

**BLU/701/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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02/23/2020	Transfer from a Hospital	Urgent	Medicare Part A	12155 TRIBUTARY POINT DRIVE APT 215 GOLD RIVER, CA 95670
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**PUR/600/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/30/2022	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	9486 Bradshaw Road Elk Grove, CA 95624
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**GRE/509/A**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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12/23/2020	Transfer from a Hospital	Elective	Medi-cal	1830 E YOSEMITE SPC 226 MANTECA, CA 95336
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**BLU/103/A**

**Commercial Like Medicare**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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04/08/2018	Transfer from a Hospital	Urgent	Commercial Like Medicare - DIGNITY HEALTH SACRAMNTO	7071 DOLAN WAY CITRUS HEIGHTS, CA 95621
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**PIN/310/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**Resident Information Query**

**Sort By** Resident Name

09/18/2020      Transfer from a Hospital      Urgent      Kaiser Senior      1357 GREENBOROUGH DR ROSEVILLE, CA 95661

**GRE/503/B**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/18/2017	Transfer from a Hospital	Urgent	Kaiser GMC	6521 STONEMAN DR NORTH HIGHLANDS, CA 95660

**PUR/401/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
03/23/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5639 Pop Becker Street Sacramento, CA 95835

**PUR/602/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/14/2020	Transfer from a Hospital	Urgent	Kaiser Senior	258 POPPY HOLLOW CT FOLSOM, CA 95630

**PIN/311/C**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/03/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	2426 GARFIELD AVE CARMICHAEL, CA 95608

**PUR/601/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/13/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7348 Timberrose Way Roseville, CA 95747



**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/21/2020	Transfer from a Hospital	Information Not Available	Kaiser Senior	6377 WEXFORD CIRCLE CITRUS HEIGHTS, CA 95621

**PUR/603/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
02/01/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3939 WALNUT AVENUE APT #127 CARMICHAEL, CA 95608

**BLU/403/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/11/2019	Transfer from a Hospital	Urgent	Kaiser GMC	P O BOX 163150 SACRAMENTO, CA 95816

**PIN/307/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
09/17/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	6335 STANLEY AVE CARMICHAEL, CA 95608

**PUR/401/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/27/2019	Transfer from a Hospital	Urgent	Kaiser Senior	8508 SCARLET CT ANTELOPE, CA 95843

**PUR/603/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
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**PIN/301/A**

**Medi-cal**

**Resident Information Query**

Sort By Resident Name

03/28/2018      Transfer from a Hospital      Urgent      Medi-cal      8540 ELWYN AVE  
ELVERTA, CA 95626

**PIN/307/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/12/2020	Information Not Available	Urgent	Kaiser Senior	5475 2ND STREET ROCKLIN, CA 95677

**PIN/309/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
08/11/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	2330 Webster Street Oakland, CA 94612

**PIN/311/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/03/2021	Transfer from a Hospital	Elective	Medicare Part A	5040 Jackson Street North Highlands, CA 95660

**PIN/306/A**

**Kaiser GMC**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/22/2021	Transfer from a Hospital	Elective	Kaiser GMC	600 I Street APT 407 Sacramento, CA 95814

**PUR/404/C**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/04/2020	Transfer from a Hospital	Urgent	Kaiser Senior	3414 67TH STREET SACRAMENTO, CA 95820

**PIN/314/C**

**PDPM MANAGED CARE**

**Resident Information Query**

Sort By Resident Name

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
05/25/2021	Transfer from a Hospital	Urgent	PDPM MANAGED CARE - Kaiser Senior	2350 McLaren Drive Roseville, CA 95661

**BLU/703/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/08/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3933 ALDER STREET SACRAMENTO, CA 95838

**PUR/600/B**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/07/2021	Transfer from a Hospital	Newborn	PDPM MANAGED CARE - Kaiser Senior	2331 Wharton Lane Roseville, CA 95747

**PIN/310/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
07/29/2022	Transfer from a Hospital	Urgent	Medicare Part A	453 Luster Place Folsom, CA 95630

**BLU/104/B**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
04/17/2019	Transfer from a Hospital	Urgent	Kaiser Senior	2121 SLEEPY HOLLOW DRIVE SHINGLE SPRINGS, CA 95682

**BLU/701/A**

**PDPM MANAGED CARE**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/24/2020	Transfer from a Hospital	Information Not Available	PDPM MANAGED CARE - HEALTHNET	7442 24TH STREET RIO LINDA, CA 95673

**Resident Information Query**

Sort By Resident Name

					PIN/314/C	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
09/02/2022	Transfer from a Hospital	Elective	PDPM MANAGED CARE - BS OF CALIFORNIA	1120 Los Molinos Way Sacramento, CA 95864		

					BLU/104/B	Kaiser Traditional
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
07/27/2019	Transfer from a Hospital	Urgent	Kaiser Traditional	2821 MALLORD LANE #25 PLACERVILLE, CA 95667		

					PIN/314/D	PDPM MANAGED CARE
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/27/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - Kaiser Senior	7794 ENVOY WAY CITRUS HEIGHTS, CA 95610		

					PUR/603/B	Kaiser GMC
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
02/21/2019	Transfer from a Hospital	Urgent	Kaiser GMC	8401 BONITA DOWNS DR FAIR OAKS, CA 95628		

					BLU/700/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		
03/31/2019	Transfer from a Hospital	Urgent	Kaiser Senior	9469 DALTON WAY ORANGEVALE, CA 95662		

					PUR/603/A	Kaiser Senior
Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address		

**Resident Information Query**

Sort By Resident Name

07/27/2019    Transfer from a Hospital    Urgent    Kaiser Senior    6940 KAPLAN WAY  
CITRUS HEIGHTS, CA 95621

**PUR/404/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/12/2021	Transfer from a Hospital	Urgent	Kaiser Senior	3140 MOUNTAIN VIEW AVENUE SACRAMENTO, CA 95821

**PIN/308/A**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
06/24/2022	Transfer from a Hospital	Elective	Medicare Part A	7154 BROOKCREST WAY CITRUS HEIGHTS, CA 95621

**BLU/700/B**

**Medicare Part A**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
10/14/2019	Transfer from a Hospital	Urgent	Medicare Part A	5208 LAKE KNOLL LANE FAIR OAKS, CA 95628

**BLU/104/A**

**Kaiser Senior**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
01/05/2019	Transfer from a Hospital	Urgent	Kaiser Senior	3668 ROLLINS WAY ANTELOPE, CA 95843

**PUR/403/D**

**Medi-cal**

Admission Date	Admission Source	Admission Type	Current Census Payer	Previous Address
11/09/2021	Transfer from a Hospital	Elective	Medi-cal	22 Nob Court Sacramento, CA 95826

**Resident Information Query**

Sort By Resident Name

			<b>PIN/307/A</b>		<b>Medicare Part A</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
08/04/2021	Transfer from a Hospital	Elective	Medicare Part A	4966 Hamilton Street Sacramento, CA 95841	

			<b>PIN/314/B</b>		<b>PDPM MANAGED CARE</b>
<b>Admission Date</b>	<b>Admission Source</b>	<b>Admission Type</b>	<b>Current Census Payer</b>	<b>Previous Address</b>	
03/02/2021	Transfer from a Hospital	Elective	PDPM MANAGED CARE - United Healthcare	5018 KAHN ST CARMICHAEL, CA 95608	

**SECTION 999.5(d)(5)(C)**

**5) 5 Year Patient Census Data dated March 6, 2023**

**Eskaton**  
**5 Year census and revenue by payer**

**Eskaton Care Center Manzanita**

<b>PATIENT DAYS</b>	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Private	1,145	1,089	1,029	1,789	1,714
Managed Care	5,604	6,020	6,163	9,922	7,514
Medicare	3,054	1,772	1,412	1,359	1,664
Medi-Cal	11,646	12,660	12,214	14,869	19,425
<b>TOTAL</b>	<b>21,449</b>	<b>21,541</b>	<b>20,818</b>	<b>27,979</b>	<b>30,317</b>
<b>AVERAGE DAILY CENSUS</b>	<b>58.8</b>	<b>59.0</b>	<b>56.9</b>	<b>76.7</b>	<b>83.1</b>
<b>% OCCUPANCY</b>	<b>61.9%</b>	<b>62.1%</b>	<b>59.9%</b>	<b>88.1%</b>	<b>87.4%</b>
<b>REVENUE</b>	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Private	\$ 514,767	\$ 514,767	\$ 335,568	\$ 474,452	\$ 433,233
Managed Care	3,472,000	4,312,507	4,363,416	6,592,287	4,273,625
Medicare	2,958,716	1,533,693	1,995,837	1,201,287	1,314,946
Medi-Cal	4,457,077	4,509,805	4,296,232	4,867,030	5,836,123
<b>TOTAL</b>	<b>\$ 11,402,561</b>	<b>\$ 10,870,772</b>	<b>\$ 10,991,053</b>	<b>\$ 13,135,056</b>	<b>\$ 11,857,927</b>
<b>OPERATING EXPENSE</b>	<b>\$ 14,410,824</b>	<b>\$ 13,300,525</b>	<b>\$ 13,367,671</b>	<b>\$ 14,615,873</b>	<b>\$ 12,220,596</b>

**Eskaton Care Center Fair Oaks**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
<b>PATIENT DAYS</b>					
Private	4,775	3,425	3,799	5,146	4,367
Managed Care	10,151	9,994	8,497	11,430	10,901
Medicare	1,966	2,505	1,872	2,304	2,972
Medi-Cal	24,991	29,064	31,253	31,306	32,049
<b>TOTAL</b>	<b>41,883</b>	<b>44,988</b>	<b>45,421</b>	<b>50,186</b>	<b>50,289</b>
<b>AVERAGE DAILY CENSUS</b>	<b>114.7</b>	<b>123.2547945</b>	<b>124.1</b>	<b>137.4958904</b>	<b>137.7780822</b>
<b>% OCCUPANCY</b>	<b>77.5%</b>	<b>0.833</b>	<b>83.9</b>	<b>0.929</b>	<b>0.931</b>
<b>REVENUE</b>	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Private	\$ 1,486,853	\$ 1,003,404	\$ 926,468	\$ 1,012,004	\$ 768,502
Managed Care	6,030,020	5,884,904	4,308,689	6,362,146	5,939,268
Medicare	2,204,909	2,446,077	3,150,424	2,096,420	2,521,205
Medi-Cal	7,843,960	9,479,503	9,308,772	8,701,575	8,804,608




<b>TOTAL</b>	\$	17,565,742	\$	18,813,888	\$	17,694,352	\$	18,172,145	\$	18,033,583
<b>OPERATING EXPENSE</b>	\$	20,700,645		19,466,236		17,935,234		17,806,293		16,970,609
<b>Eskaton Care Center Greenhaven</b>		<b><u>2022</u></b>		<b><u>2021</u></b>		<b><u>2020</u></b>		<b><u>2019</u></b>		<b><u>2018</u></b>
<b>PATIENT DAYS</b>										
Private		1,164		1321		2042		2656		3567
Managed Care		5,109		7071		5629		9144		9249
Medicare		1,251		1624		1876		2859		2806
Medi-Cal		29,825		27261		32539		34233		32192
<b>TOTAL</b>		<b>37,349</b>		<b>37277</b>		<b>42086</b>		<b>48892</b>		<b>47814</b>
<b>AVERAGE DAILY CENSUS</b>		102.3		102.1287671		115		133.9506849		130.9972603
<b>% OCCUPANCY</b>		69.1%		0.69		77.7		0.905		0.885
<b>REVENUE</b>										
Private	\$	415,521	\$	447,968	\$	420,615	\$	464,385	\$	857,075
Managed Care		6,314,551		5,543,568		3,012,369		3,508,401		3,083,208
Medicare		1,314,047		1,854,346		2,647,675		2,033,194		1,654,119
Medi-Cal		9,120,798		8,685,735		9,422,549		9,021,425		7,702,033
<b>TOTAL</b>	\$	<b>17,164,917</b>	\$	<b>16,531,617</b>	\$	<b>15,503,209</b>	\$	<b>15,027,405</b>	\$	<b>13,296,434</b>
<b>OPERATING EXPENSE</b>	\$	19,863,315		16,799,488		16,575,637		16,550,778		15,983,699

**SECTION 999.5(d)(5)(C)**

**6) Medi-Cal Cost Report data for Fair Oaks dated December 31, 2021**

**Please note that information unrelated to Fair Oaks, Greenhaven, and Manzanita has been redacted.**

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:08 am MCRIF32: Version: 45.6.174.1	LTCIR	
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## INTEGRATED DISCLOSURE AND MEDI-CAL COST REPORT

### GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES, INCORPORATED		2. State License Number: 3000190		3. Medi-Cal Provider Number: 55-5153	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER FAIR OAKS		5. Facility Branch Phone: 916-961-4347			
6. Facility Street Address: 11300 FAIR OAKS BOULEVARD		7. City: FAIR OAKS		8. Zip Code: 95628	
9. Mailing Address - Street or P.O. Box (if different):		10. City:		11. Zip Code:	
12. Administrator: STEPHEN FIFE					
13. Report Contact Person: AXIOM HEALTHCARE GROUP		14. Phone Number: 888-662-9466		Estate: 0	
15. Mailing Address - Street or P.O. Box: 6800 OWENSMOUTH AVE, STE 210		16. City: CANOGA PARK		17. State: CA	
19. Previous Name of Facility if Changed State Previous Report:				18. Zip Code: 91303	
21. Previous State License Number:		22. Date of Change:		20. Date of Change:	
23. Previous Medi-Cal Provider No.:		24. Date of Change:			
25. Reporting Period Begin: 01/01/2021			26. Reporting Period End: 12/31/2021		

### CERTIFICATION

I, MARK JENKINS, (with) under penalty of perjury as follows: That I am an official of ESKATON CARE CENTER FAIR OAKS (Name of Individual) (Name of Facility (D.B.A.)) and am duly authorized to sign this certification that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAL's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system, and that to the best of my knowledge and information I believe such content and amount in the accompanying report to be true and correct, and in compliance with Section 11311.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER FAIR OAKS

(Name of Facility (D.B.A.))

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

(Signature)

Title: \_\_\_\_\_

CFO

Address: \_\_\_\_\_

1181 MANZANITA AVENUE

CARMICHAEL, CA 95608

### NOTICE

Please be advised that submission of cost reports for items or services which were not provided, are not reimbursable under the Medi-Cal program, or are claimed in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14123.2.

All Facilities, mail original and two copies to:

Department of Health Care Access and Information  
Accounting and Reporting Systems Section  
2020 West El Camino Avenue, Suite 1100  
Sacramento, CA 95833

Telephone: (916) 326-3854

DO NOT MAIL ANY REPORT  
TO DEPARTMENT OF HEALTH SERVICES

LONG-TERM CARE FACILITY INTEGRATED DISCLOSURE & MEDI-CAL COST REPORT  
TRANSMITTAL AND CERTIFICATION FORM

A. FACILITY NAME (DBA): ESKATON CARE CENTER FAIR OAKS

B. FACILITY STREET ADDRESS: 11300 FAIR OAKS BOULEVARD

CITY: FAIR OAKS

C. FACILITY ADMINISTRATOR: STEPHEN FIFE

D. HCAI FACILITY NO.: 206342258

E. CONTACT PERSON: AXIOM HEALTHCARE GROUP

F. PHONE NO.: 888-662-9466

G. REPORT PERIOD: FROM: 01/01/2021 TO: 12/31/2021

H. FILENAME: FairOaks 2021.cltx

I. SOFTWARE VERSION: 45.6.174.1

J. TOTAL NUMBER OF RECORDS IN THE FILE: 2,046

K. REPORT SUMMARY TOTALS:

1. TOTAL ASSETS:	<u>4,858,265</u>	2. ROUTINE SERVICES GROSS REVENUE:	<u>17,486,744</u>
3. TOTAL HEALTH CARE EXPENSES:	<u>19,799,841</u>	4. NET INCOME:	<u>-968,710</u>
5. AVAILABLE BEDS (END OF PERIOD):	<u>149</u>	6. TOTAL PATIENT DAYS:	<u>44,988</u>

L. NAME AND ADDRESS OF VENDOR OF APPROVED SOFTWARE: Health Financial Systems  
8109 Laguna Blvd, Elk Grove, CA 95758

CERTIFICATION

I, MARK JENKINS certify under penalty of perjury as follows: *That I am an official*  
(Name of Individual)

of ESKATON CARE CENTER FAIR OAKS  
(Name of Facility (DBA))

*and am duly authorized to sign this certification; that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAI's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system; and that to the best of my knowledge and information I believe each statement and amount in the accompanying report to be true and correct, and in compliance with Section 51511.2, Title 22, California Administrative Code.*

*I understand that a printed facsimile report will be produced from the data submitted to HCAI electronically. The printed facsimile report will be the official report of this facility's Long-Term Care Facility Integrated Disclosure and Medi-Cal cost report for all purposes. Further, I understand that this printed report will be forwarded to the California Department of Health Services by HCAI as the basis for audit of Medi-Cal costs reported by this facility. No other electronic file or facsimile in the possession of the provider, its vendor or other parties can be utilized or substituted for the official electronic file or facsimile for the purposes of Medi-Cal cost reporting and disclosure without the written permission of the Department of Health Services and HCAI.*

Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

TITLE: CFO

STREET ADDRESS: 5105 MANZANITA AVENUE

CITY, STATE, ZIP: CARMICHAEL, CA 95608

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32: Version: 45.6.174.1	7/22/2022 10:07 am LTCIR
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION


2.1

License Category (Check Only One)	(X)	Third Party Payer Programs (Complete all that apply)	Date Certified	(X)	
1.00 SKILLED NURSING FACILITY	X	MEDICARE	01/23/1994	X	1.00
2.00 INTERMEDIATE CARE FACILITY		MEDI-CAL/SNF	01/23/1994	X	2.00
3.00 SNF/RESIDENTIAL		MEDI-CAL/ICF			3.00
4.00 ICF/RESIDENTIAL		MEDI-CAL/MD			4.00
5.00 CONGREGATE LIVING HEALTH FACILITY		MEDI-CAL/DD			5.00
6.00		SHORT-DOYLE			6.00
7.00		VA			7.00
8.00		CHAMPUS			8.00
9.00		OTHER (DESCRIBE)			9.00
Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)	(X)		
10.00 CHURCH RELATED		CORPORATION			10.00
11.00 NOT-FOR-PROFIT	X	DIVISION OF A CORPORATION		X	11.00
12.00 INVESTOR OWNED		PARTNERSHIP			12.00
13.00 GOVERNMENT:		PROPRIETORSHIP			13.00
14.00 -- STATE		OTHER (DESCRIBE)			14.00
15.00 -- COUNTY					
16.00 -- CITY/COUNTY					
17.00 -- CITY					
18.00 -- DISTRICT					

Describe any items which management believes may have a significant effect on the data in this report:

25.00 BENEFITS REPORTED ON 10.4.3 ARE ESTIMATED AT 10%

26.00
27.00
28.00
29.00
30.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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SERVICES INVENTORY

2.2


Health Services		Code*	
		100	
1.00	Pharmacy	3	1.00
2.00	Patient Supplies	1	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	1	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	1	7.00
8.00	Occupational Therapy	1	8.00
9.00	AUDIOLOGY	3	9.00
10.00	PROSTHETIC DEVICES	5	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	5	12.00
13.00	DENTAL CARE	5	13.00
14.00	PODIATRIC CARE	5	14.00
15.00	CHIROPRACTIC CARE	5	15.00
16.00	OPTOMETRIC CARE	3	16.00
17.00	PSYCHIATRIC CARE	5	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

- 1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 101, columns 1, 2, and 3.
- 2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 101, column 3.
- 3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 101, column 3.

- 4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.
- 5 - Service NOT MAINTAINED in facility and no formal referral agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.
- 6 - Service MAINTAINED, but not used during reporting cycle.



Facility D.B.A. Name: ESKATON CARE CENTER PAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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FACILITY ORGANIZATION AND OTHER INFORMATION

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

5.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: ESKATON PROPERTIES INCORPORATED

20.00 Address: 5105 MANZANITA AVENUE

25.00 City: CARMICHAEL

30. State: CA

35. ZIP: 95608

D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

	Name 1.00	Street Name & Number 2.00	City 3.00	State 4.00	Zip-Code 5.00	% of Ownership 6.00	
40.00	ESKATON CARE CENTER GREENHAVEN	455 FLORIN ROAD	SACRAMENTO	CA	95831	100	40.00
41.00	ESKATON CARE CENTER MANZANITA	5318 MANZANITA AVENUE	CARMICHAEL	CA	95608	100	41.00



44.00						0	44.00
45.00						0	45.00
46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

90.00	ESKATON PROPERTIES INCORPORATED	90.00
91.00		91.00
92.00		92.00
93.00		93.00
94.00		94.00
95.00		95.00
96.00		96.00
97.00		97.00
98.00		98.00
99.00		99.00
100.00		100.00
101.00		101.00
102.00		102.00

Facility D.B.A. Name: <b>ESKATON CARE CENTER FAIR OAKS</b>	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32- <b>LTCIR</b> Version: 45.6.174.1
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

103.00		103.00
104.00		104.00
105.00		105.00
106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00



Facility D.B.A. Name: ESKATON CARE CENTER PAIR OAKS	Report Period: End: 12/31/2021	Run Date Time: MCRIF32: Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name	Occupation	
	100	200	
130.00	SUSAN DEMARIOS	STATE POLICY DIRECTOR	130.00
131.00	ROBERT EDMONDSON	CONSULTANT (RETIRED)	131.00
132.00	DOUGLAS ELMETS	CEO COMMUNICATIONS	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	JACQUELYN KUNG	CONSULTANT	134.00
135.00	PATRICIA MCFARLAND	NURSE (RETIRED)	135.00
136.00	TODD MURCH	MEMBER	136.00
137.00	SAMUEL PEREZ	MEMBER	137.00
138.00	KAREN ROBISON	MEMBER	138.00
139.00	SARAH STEENHAUSEN	MEMBER	139.00
140.00	LISA YATES	MEMBER	140.00
141.00	AMY YOTOPoulos	MEMBER	141.00
142.00	JORDAN ROSE	MEMBER	142.00
143.00	MARIANN SHELTON	MEMBER	143.00
144.00	SHERI PEIFER	SECRETARY	144.00
145.00			145.00

G. Does the facility use a management company?

200.00  Yes  No (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_


210.00 Address: \_\_\_\_\_

215.00 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32- Version: 45.6.174.1	
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## RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

3.3

## FOR MEDICAL PROVIDERS, ONLY

## M. Are Financial Statements available for the reporting period?

325.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

## N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(If "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

## O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocation	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	ADMINISTRATION	6900	1,082,907	MONTHLY	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			1,082,907	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00			0		344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			0	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			1,082,907	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

## P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of disposition, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

## Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No

(If "Yes" and through a savings and loan, include the name and address on lines 365 through 369 below.)

(If "Yes" and through a standard trust system, complete lines 370 through 375)

365.00 Name: US BANK

366.00 Address: 80 S. 9TH ST. STE. 224


367.00 City: MINNEAPOLIS

368. State: MN

369. Zip: 55403

## PATIENT TRUST ACTIVITY ACCOUNT

	(00)	
370.00 Balance of Trust Account at beginning of the reporting period	4,561	370.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	59,009	371.00
372.00 Interest Added / Earned	1	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	59,010	373.00
374.00 Total Trust Account Expenditures	56,582	374.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	7,283	375.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32- Version: 45.6.174.1	
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FACILITY PATIENT DAYS BY PAYER

4.1

PATIENT (Counts) DAYS		Account Number	Medicare	Med-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
			1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>									
5.00	Skilled Nursing Care	3100	2,505	29,064	3,425	8,395	1,599	44,988	5.00
10.00	Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00	Mentally Disabled Care	3300	0	0	0	0	0	0	15.00
20.00	Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00	Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00	Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00	Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00	Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00	Subtotal (Lines 5 through 45)		2,505	29,064	3,425	8,395	1,599	44,988	70.00



Facility D.B.A. Name:  
**ESKATON CARE CENTER PAIR OAKS**

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**FACILITY REVENUE INFORMATION**

4.2

GROSS REVENUE		Account Number	Medicare		Med-Cal		Self-Pay		Managed Care	
			Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 06	Outpatient 40	Inpatient 01	Outpatient 41
			1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care	3100	1,106,625		11,091,126		1,015,194		3,803,749	5.00
10.00	Intermediate Care	3200	0		0		0		0	10.00
15.00	Mentally Disabled Care	3300	0		0		0		0	15.00
20.00	Developmentally Disabled Care	3400	0		0		0		0	20.00
25.00	Sub-Acute Care	3500	0		0		0		0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0	30.00
35.00	Transitional Inpatient Care	3700	0		0		0		0	35.00
40.00	Hospice Inpatient Care	3800	0		0		0		0	40.00
45.00	Other Routine Services	3900	0		0		0		0	45.00
70.00	Subtotal (Lines 5 through 45)		1,106,625		11,091,126		1,015,194		3,803,749	70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies	4100	64	0	10,256	0	2,931	0	3,013	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	4200	236,693	0	0	0	1,095	0	763,473	115.00
120.00	Respiratory Therapy	4250	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	255,710	0	0	0	1,341	0	753,618	125.00
130.00	Speech Therapy	4250	35,934	0	0	0	0	0	141,386	130.00
135.00	Pharmacy	4300	219,733	0	0	0	0	0	580,179	135.00
140.00	Laboratory	4400	30,176	0	0	0	0	0	202,592	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	38,601	0	23,304	0	5,702	0	218,267	155.00
170.00	Subtotal (Lines 105 through 155)		885,911	0	33,560	0	10,969	0	2,662,523	170.00
175.00	Total (Lines 70 and 170)		1,992,536	0	11,124,686	0	1,026,163	0	6,466,272	175.00
			<b>Other Payers</b>		<b>Total</b>					
GROSS REVENUE			Inpatient 06	Outpatient 49	Inpatient (excl. 1,3,5,7,9)	Outpatient (excl. 2,4,6,8,10)				
			9.00	10.00	11.00	12.00				
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care		470,946		17,486,744					5.00
10.00	Intermediate Care		0		0					10.00
15.00	Mentally Disabled Care		0		0					15.00
20.00	Developmentally Disabled Care		0		0					20.00
25.00	Sub-Acute Care		0		0					25.00
30.00	Sub-Acute Care-Pediatric		0		0					30.00
35.00	Transitional Inpatient Care		0		0					35.00
40.00	Hospice Inpatient Care		0		0					40.00
45.00	Other Routine Services		0		0					45.00
70.00	Subtotal (Lines 5 through 45)		470,946		17,486,744					70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies		0	0	36,244	0				105.00
110.00	Specialized Support Staff		0	0	0	0				110.00
115.00	Physical Therapy		0	0	1,001,261	0				115.00
120.00	Respiratory Therapy		0	0	0	0				120.00
125.00	Occupational Therapy		0	0	999,569	0				125.00
130.00	Speech Therapy		0	0	177,320	0				130.00
135.00	Pharmacy		0	0	790,912	0				135.00
140.00	Laboratory		0	0	241,768	0				140.00
145.00	Home Health Services		0	0	0	0				145.00
155.00	Other Ancillary Services		0	0	285,869	0				155.00
170.00	Subtotal (Lines 105 through 155)		0	0	3,512,943	0				170.00
175.00	Total (Lines 70 and 170)		470,946	0	20,999,687	0				175.00
<b>DEDUCTIONS FROM REVENUE</b>		<b>Account Number</b>	<b>Amount</b>							
			1.00							
205.00	Charity Adjustments	5100	0		205.00					
210.00	Administrative Adjustments	5200	22,762		210.00					


Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32: Version: 45.6.174.1	7/22/2022 10:07 am <b>LTCIR</b>	
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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-124,067	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	1,645,162	220.00
222.00	Contractual Adjustments - Managed Care	5330	641,959	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		2,165,794	240.00



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OTHER CENSUS AND REVENUE INFORMATION


4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	149	5.00
10.00	Average (Monthly average)	149	10.00
<b>Available Beds:</b>			
20.00	End of Period	149	20.00
25.00	Average (Monthly average)	149	25.00
40.00	Admissions (Excluding transfers)	463	40.00
45.00	Discharges (Excluding transfers)	538	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Line 10 X days in reporting period) X 100)	82.72	60.00

PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS		Total	Medi-Cal	
		1.00	1.00	
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0	100.00
115.00	Other Sub-Acute Care	0	0	115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0	120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0	130.00
145.00	Other Sub-Acute Care - Pediatric	0	0	145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0	150.00
165.00	Transitional Inpatient Care - Medical	0	0	165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0	170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0	175.00

RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY		Amount
		1.00

FOR MEDI-CAL PROVIDERS, ONLY			
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0	200.00
205.00	Less: Patient Liability	0	205.00
210.00	Less: Third Party and Other Liability	0	210.00
215.00	Less: Noncovered Charges	0	215.00
240.00	Less: Other	0	240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0	250.00

Facility D.B.A. Name ESKATON CARE CENTER PAIR OAKS	Report Period End 12/31/2021	Run Date Time MCRIF32- Version 45.6.174.1	7/22/2022 10:07 am LTCIR 45.6.174.1	
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BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities Only) 5.1

ASSETS		Account Number	Current Reporting Period 1.00	Prior Reporting Period 2.00	Adjustments and Reclassifications 3.00	Adjusted Balance Current Period 4.00	Adjusted Balance Prior Period 5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	1,000	3,861	0	1,000	3,861
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (must agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	1,691,893	1,712,218	0	1,691,893	1,712,218
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	-32,082	-49,198	0	-32,082	-49,198
30.00	Receivables from third party payors for contract settlements	1050	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	22,580	26,155	0	22,580	26,155
50.00	Receivables from related parties, current	1090	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	180,708	40,351	0	180,708	40,351
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,814,099</b>	<b>1,715,367</b>	<b>0</b>	<b>1,814,099</b>	<b>1,715,367</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1160	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	832,122	832,122	0	832,122	832,122
100.00	Land improvements	1210	503,561	503,561	0	503,561	503,561
105.00	Buildings and improvements	1220	5,706,342	5,706,342	0	5,706,342	5,706,342
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	-6,147,474	-6,138,493	0	-6,147,474	-6,138,493
115.00	Leasehold improvements	1230	4,586,731	4,489,691	0	4,586,731	4,489,691
120.00	Less accumulated depreciation - leasehold improvements	1280	-3,295,673	-3,118,182	0	-3,295,673	-3,118,182
125.00	Equipment	1240	2,834,889	2,615,189	0	2,834,889	2,615,189
130.00	Less accumulated depreciation - equipment	1290	-2,319,213	-2,202,347	0	-2,319,213	-2,202,347
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>2,720,283</b>	<b>2,887,883</b>	<b>0</b>	<b>2,720,283</b>	<b>2,887,883</b>
140.00	Construction in progress	1250	316,600	129,410	0	316,600	129,410
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	0	0	0	0	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	0	0	0	0	0
155.00	Other investments - at cost	1330	0	0	0	0	0
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	7,283	0	0	7,283	0
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 145 through 165)</b>		<b>7,283</b>	<b>0</b>	<b>0</b>	<b>7,283</b>	<b>0</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 60, 90, 135, 140, 170, and 195) (must agree with Page 5.2, line 185)</b>		<b>4,858,265</b>	<b>4,732,680</b>	<b>0</b>	<b>4,858,265</b>	<b>4,732,680</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		0	0			210.00
215.00	Cost to complete construction in progress (Line 140)		316,600	129,410			215.00



Facility D.B.A. Name  
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**BALANCE SHEET - GENERAL FUND**


5.2

LIABILITIES AND EQUITY		Account Number	Current Reporting Period 1.00	Prior Reporting Period 2.00	Adjustment and Reconciliation as *	Adjusted Balance Current Period 4.00	Adjusted Balance Prior Period 5.00	
<b>CURRENT LIABILITIES</b>								
5.00	Notes and loans payable	2000	212,154	183,746	0	212,154	183,746	5.00
10.00	Accounts payable	2010	789,151	235,952	0	789,151	235,952	10.00
15.00	Accrued compensation and related liabilities	2020	475,468	470,909	0	475,468	470,909	15.00
20.00	Other accrued liabilities	2030	-2,551	69,500	0	-2,551	69,500	20.00
25.00	Advances from third party payors	2040	0	0	0	0	0	25.00
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	0	30.00
35.00	Due to restricted funds	2060	0	0	0	0	0	35.00
40.00	Income taxes payable	2070	0	0	0	0	0	40.00
45.00	Payables to related parties, current	2080	0	0	0	0	0	45.00
50.00	Current maturities of long term debt (Must agree with line 125)		0	0	0	0	0	50.00
55.00	Other current liabilities	2090	2,656	3,028	0	2,656	3,028	55.00
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>1,456,678</b>	<b>963,135</b>	<b>0</b>	<b>1,456,678</b>	<b>963,135</b>	<b>60.00</b>
<b>DEFERRED CREDITS</b>								
65.00	Deferred income taxes	2110	0	0	0	0	0	65.00
70.00	Deferred third-party income	2120	6,558	8,979	0	6,558	8,979	70.00
75.00	Other deferred credits	2130	0	0	0	0	0	75.00
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>6,558</b>	<b>8,979</b>	<b>0</b>	<b>6,558</b>	<b>8,979</b>	<b>80.00</b>
<b>LONG-TERM DEBT</b>								
85.00	Mortgages payable	2210	0	0	0	0	0	85.00
90.00	Construction loans	2220	0	0	0	0	0	90.00
95.00	Notes under revolving credit	2230	0	0	0	0	0	95.00
100.00	Capitalized lease obligations	2240	0	0	0	0	0	100.00
105.00	Bonds payable	2250	1,684,233	1,904,211	0	1,684,233	1,904,211	105.00
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	0	110.00
115.00	Other noncurrent liabilities	2270	0	0	0	0	0	115.00
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		<b>1,684,233</b>	<b>1,904,211</b>	<b>0</b>	<b>1,684,233</b>	<b>1,904,211</b>	<b>120.00</b>
125.00	Less amount shown as current maturities (Must agree with line 50)		0	0	0	0	0	125.00
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>1,684,233</b>	<b>1,904,211</b>	<b>0</b>	<b>1,684,233</b>	<b>1,904,211</b>	<b>130.00</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>3,147,669</b>	<b>2,876,325</b>	<b>0</b>	<b>3,147,669</b>	<b>2,876,325</b>	<b>135.00</b>
<b>FUND EQUITY (not-for-profit)</b>								
140.00	General fund balance	2410 & 2430	1,710,596	1,856,355	0	1,710,596	1,856,355	140.00
145.00	Divisional fund balance	2460	0	0	0	0	0	145.00
<b>EQUITY (investor-owned)</b>								
150.00	Preferred stock	2410	0	0	0	0	0	150.00
155.00	Common stock	2420	0	0	0	0	0	155.00
160.00	Additional paid-in capital	2430	0	0	0	0	0	160.00
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	0	165.00
170.00	Less treasury stock	2450	0	0	0	0	0	170.00
175.00	Divisional equity	2460	0	0	0	0	0	175.00
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>1,710,596</b>	<b>1,856,355</b>	<b>0</b>	<b>1,710,596</b>	<b>1,856,355</b>	<b>180.00</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 5.1, line 200)</b>		<b>4,858,265</b>	<b>4,732,680</b>	<b>0</b>	<b>4,858,265</b>	<b>4,732,680</b>	<b>185.00</b>

\* From Page 5.4

\*\* Combine Columns 1 and 3



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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)	
1.00	100	2008	4,100,000	2029	5.25	1,684,233	1.00
2.00			0		0.00	0	2.00
3.00			0		0.00	0	3.00
4.00			0		0.00	0	4.00
5.00			0		0.00	0	5.00
6.00			0		0.00	0	6.00
7.00			0		0.00	0	7.00
8.00			0		0.00	0	8.00
9.00			0		0.00	0	9.00
10.00			0		0.00	0	10.00
11.00			0		0.00	0	11.00
12.00			0		0.00	0	12.00
13.00			0		0.00	0	13.00
14.00			0		0.00	0	14.00
15.00			0		0.00	0	15.00
16.00			0		0.00	0	16.00
17.00			0		0.00	0	17.00
18.00			0		0.00	0	18.00
19.00			0		0.00	0	19.00
20.00			0		0.00	0	20.00

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.


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**ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL**

5.4

	DESCRIPTION	Page 5.1 = A Page 5.2 = L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00

(\*) Disclosure must also be complete on Page 10.4, as applicable.

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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BALANCE SHEET - RESTRICTED FUNDS

ASSETS		Account Number	Current Period	Prior Period	
			3 00	2 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Cash (Including CD's)	1710	0	0	5.00
10.00	Investments, at cost: Marketable securities (\$ _____)*	1720	0	0	10.00
15.00	Investments, at cost: Other (\$ _____)*	1730	0	0	15.00
20.00	Pledges and receivables	1740	0	0	20.00
25.00	Due from other funds	1740	0	0	25.00
30.00	Other assets	1750	0	0	30.00
50.00	<b>TOTAL ASSETS (Sum of lines 5 through 30)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Cash (Including CD's)	1810	0	0	105.00
110.00	Marketable securities at cost (\$ _____)*	1820	0	0	110.00
113.00	<b>PLEDGES AND RECEIVABLES</b>	1830	0	0	113.00
120.00	Due from other funds	1840	0	0	120.00
125.00	Other assets	1850	0	0	125.00
150.00	<b>TOTAL ASSETS (Sum of lines 105 through 125)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Cash (Including CD's)	1910	0	0	205.00
210.00	Investments, at cost: Marketable securities (\$ _____)*	1920	0	0	210.00
215.00	Investments, at cost: Other (\$ _____)*	1930	0	0	215.00
220.00	Pledges and receivables	1940	0	0	220.00
225.00	Due from other funds	1940	0	0	225.00
230.00	Other assets	1950	0	0	230.00
250.00	<b>TOTAL ASSETS (Sum of lines 205 through 230)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>

\* Include Market Value at Current Year Balance Sheet Date in Parentheses.

LIABILITIES AND FUND BALANCES		Account Number	Current Period	Prior Period	
			3 00	4 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Due to other funds	2710-2730	0	0	5.00
45.00	Fund balance (Column 3 must agree with Page 7, column 2, line 32)	2770	0	0	45.00
50.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 5 and 45)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Due to other funds	2810-2830	0	0	105.00
145.00	Fund balance (Column 3 must agree with Page 7, column 3, line 32)	2870	0	0	145.00
150.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 105 and 145)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Mortgages	2910	0	0	205.00
210.00	<b>OTHER LIABILITIES (SPECIFY)</b>	2920	0	0	210.00
215.00	Due to other funds	2930-2950	0	0	215.00
245.00	Fund Balance (Column 3 must agree with Page 7, column 4, line 32)	2970	0	0	245.00
250.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 205 through 245)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>




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STATEMENT OF CHANGES IN EQUITY

	GENERAL FUND	EXTERNALLY RESTRICTED FUNDS			
		Total Equity	Plan Replacement and Expansion	Specific Purpose (A)	Endowment
1.00 BALANCE AT BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	1,856,355	0	0	0	1,856,355
2.00 Prior period audit adjustments	0	0	0	0	0
3.00 RESTATEMENTS (DESCRIBE)	0	0	0	0	0
4.00 RESTATEMENTS (DESCRIBE)	0	0	0	0	0
5.00 RESTATEMENTS (DESCRIBE)	0	0	0	0	0
6.00 RESTATEMENTS (DESCRIBE)	0	0	0	0	0
7.00 RESTATED BEGINNING BALANCE* (Combine lines 1 through 6)	1,856,355	0	0	0	1,856,355
<b>Additions (deductions):</b>					
8.00 Net income (loss)	-96,710				-96,710
9.00 Capital contributions	0				0
10.00 Proceeds from sale of stock	0				0
11.00 Owners' share	0				0
12.00 Restricted contributions and grants		0	0	0	0
13.00 Restricted investment income		0	0	0	0
14.00 Expenditures for specific purposes		0	0	0	0
15.00 Dividends declared	0				0
16.00 Donated property, plant, and equipment	0	0	0	0	0
17.00 Acquisitions of pooled companies	0				0
18.00 Stock options exercised	0				0
19.00 Related party transfers	0				0
20.00 Unrealized losses on Marketable Equity Securities	0	0	0	0	0
21.00 INTERCOMPANY TRANSFERS	822,954	0	0	0	822,954
22.00 OTHER (DESCRIBE)	0	0	0	0	0
23.00 TOTAL ADDITIONS (DEDUCTIONS) (Combine lines 8 through 22)	-14,756	0	0	0	-14,756
<b>Transfers:</b>					
25.00 Property and equipment additions	0	0	0	0	0
26.00 Principal payments on long-term debt	0	0	0	0	0
27.00 OTHER (DESCRIBE)	0	0	0	0	0
28.00 OTHER (DESCRIBE)	0	0	0	0	0
29.00 OTHER (DESCRIBE)	0	0	0	0	0
30.00 OTHER (DESCRIBE)	0	0	0	0	0
31.00 TOTAL TRANSFERS (Combine lines 25 through 30)	0	0	0	0	0
32.00 BALANCE AT END OF YEAR** (Combine lines 7, 23, and 31)	1,710,596	0	0	0	1,710,596

\* Column 1, line 7 must agree with Page 5-2, column 2, line 180.  
 Column 2, line 7 must be equal to Page 6, column 4, line 45.  
 Column 3, line 7 must agree with Page 6, column 4, line 145.  
 Column 4, line 7 must agree with Page 6, column 4, line 245.  
 \*\* Column 1, line 32 must agree with Page 5-2, column 1, line 180.  
 Column 2, line 32 must agree with Page 6, column 3, line 45.  
 Column 3, line 32 must agree with Page 6, column 3, line 145.  
 Column 4, line 32 must agree with Page 6, column 3, line 245.


(A) District Facilities - Include Bond Interest and Redemption

Facility D.B.A. Name ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCR 45.6.174.1	
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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period 100	Prior Period 200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P.4.2 Col.11 Ln.70	17,408,744	17,569,955	5.00
7.00	Gross Ancillary Services Net Revenue	P.4.2 C.11 + C.12 Ln.176	3,512,943	2,563,048	7.00
10.00	Less: Deductions from Revenue	P.4.2 Col.1 Ln.240	2,185,796	2,437,749	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	<b>18,835,891</b>	<b>17,694,354</b>	15.00
20.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	17,241	6,287	20.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 20	<b>18,853,132</b>	<b>17,700,641</b>	25.00
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	6110	9,892,794	8,573,589	30.00
35.00	Intermediate Care	6120	0	0	35.00
40.00	Mentally Disturbed Care	6130	0	0	40.00
45.00	Developmentally Disabled Care	6140	0	0	45.00
50.00	Sub-Acute Care	6150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	6160	0	0	51.00
53.00	Transitional Input Care	6170	0	0	53.00
55.00	Hospice Inpatient Care	6180	0	0	55.00
60.00	Other Routine Services	6199	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	<b>9,892,794</b>	<b>8,573,589</b>	65.00
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	8100	949	67	70.00
72.00	Specialized Support Staff	8150	0	0	72.00
75.00	Physical Therapy	8200	876,892	694,850	75.00
76.00	Respiratory Therapy	8220	0	0	76.00
77.00	Occupational Therapy	8250	974,321	750,053	77.00
78.00	Speech Therapy	8280	176,138	168,523	78.00
80.00	Pharmacy	8300	495,370	388,290	80.00
85.00	Laboratory	8400	143,597	101,977	85.00
90.00	Home Health Services	8500	0	0	90.00
95.00	Other Ancillary Services	8900	98,211	82,969	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	<b>3,767,698</b>	<b>3,186,729</b>	100.00
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Plant Operations and Maintenance	6200	809,011	774,754	105.00
110.00	Housekeeping	6300	395,008	432,707	110.00
115.00	Laundry and Linen	6400	154,854	163,593	115.00
120.00	Dietary	6500	1,166,258	1,170,150	120.00
125.00	Social Services	6600	150,963	156,766	125.00
130.00	Activities	6700	136,107	128,045	130.00
135.00	Inservice Education - Nursing	6800	122,434	114,586	135.00
140.00	Administration	6900	3,763,516	4,073,071	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	<b>6,760,181</b>	<b>7,011,672</b>	145.00
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	299,446	299,629	155.00
160.00	Leases and Rentals	7200	2,100	1,575	160.00
165.00	Property Taxes	7300	2,579	4,582	165.00
170.00	Property Insurance	7400	25,843	24,922	170.00
175.00	Interest - Property, Plant and Equipment	7500	34,160	50,224	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	<b>364,128</b>	<b>382,032</b>	180.00
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	0	185.00
190.00	Provision for Bad Debts	7700	73,070	151,067	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	<b>73,070</b>	<b>151,067</b>	195.00
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of Lines 65, 100, 145, 180, & 195	<b>19,799,841</b>	<b>18,505,989</b>	200.00
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	<b>-946,709</b>	<b>-805,348</b>	205.00
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	1	1	210.00
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY</b>	Lines 205 + 210	<b>-946,708</b>	<b>-805,347</b>	215.00
<b>PROVISION FOR INCOME TAXES</b>					
220.00	Current	9200	0	0	220.00
225.00	Deferred	9300	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	<b>0</b>	<b>0</b>	230.00



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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	1.00 -968,738	2.00 -604,447	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	-968,738	-604,447	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Forgone Charges at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.

Facility D.B.A. Name  
ESKATON CARE CENTER PAIR OAKS

Report Period  
End 12/31/2021

Run Date Time: 7/22/2022 10:07 am  
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## STATEMENT OF CASH FLOWS - GENERAL FUND

9

	Current Period	Prior Period	
	100	200	
<b>Cash Flows from Operating Activities and Nonoperating Revenue :</b>			
5.00 Net Income (Loss) (Must agree with Page 6, line 255)	-388,719	-694,447	5.00
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities and nonoperating revenue :</b>			
10.00 Depreciation and amortization	299,446	299,629	10.00
15.00 Change in marketable securities	0	0	15.00
20.00 Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	33,209	336,848	20.00
25.00 Change in receivables from third-party payors	0	0	25.00
30.00 Change in other receivables	0	0	30.00
35.00 Change in due from restricted funds	0	0	35.00
40.00 Change in inventory, prepaid expenses and other current assets	-136,782	15,651	40.00
45.00 Change in accounts payable	533,199	-37,855	45.00
50.00 Change in accrued compensation and related liabilities	4,559	117,731	50.00
55.00 Change in other accrued liabilities	-2,051	69,500	55.00
60.00 Change in advances from third-party payors	0	0	60.00
65.00 Change in payables to third-party payors	0	0	65.00
70.00 Change in due to restricted funds	0	0	70.00
75.00 Change in income taxes payable and other current liabilities	-573	-95,941	75.00
80.00 Change in deferred credits	-2,423	8,979	80.00
85.00 Change in related party receivables/payables (related to operating activities)	0	0	85.00
90.00 OTHER (DESCRIBE)	0	0	90.00
95.00 Total adjustments (Sum of lines 10 through 90)	655,787	731,612	95.00
100.00 Net cash provided by (used for) operating activities (Sum of lines 5 and 95)	-389,923	127,165	100.00
<b>Cash Flows from Investing Activities :</b>			
105.00 Change in assets whose use is limited	0	0	105.00
110.00 Purchase of property, plant, and equipment and increase in construction in progress	-305,930	1,161,961	110.00
115.00 REANSFER	807,845	0	115.00
120.00 DEPOSITS AND OTHER ASSETS	-283	38,358	120.00
125.00 OTHER (DESCRIBE)	0	0	125.00
130.00 OTHER (DESCRIBE)	0	0	130.00
135.00 OTHER (DESCRIBE)	0	0	135.00
140.00 Net cash provided by (used for) investing activities (Sum of lines 105 through 135)	-496,632	1,200,819	140.00
<b>Cash Flows from Financing Activities :</b>			
145.00 Proceeds from issuance of long-term debt	0	1,271,724	145.00
150.00 Principal payments on long-term debt	-219,973	0	150.00
155.00 Proceeds from issuance of notes and loans	28,408	0	155.00
160.00 Principal payments on notes and loans	0	-2,186,611	160.00
165.00 Dividends paid	0	0	165.00
170.00 Proceeds from issuance of common stock	0	7,500	170.00
175.00 TRANSFERS	0	-680,961	175.00
180.00 OTHER (DESCRIBE)	0	0	180.00
185.00 OTHER (DESCRIBE)	0	0	185.00
190.00 OTHER (DESCRIBE)	0	0	190.00
195.00 OTHER (DESCRIBE)	0	0	195.00
200.00 Net cash provided by (used for) financing activities (Sum of lines 145 through 195)	-191,575	-1,325,298	200.00
205.00 Net increase (decrease) in cash (Lines 100 + 140 + 200)	-1,861	4,686	205.00
210.00 Cash at beginning of period (Column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	5,861	1,175	210.00
215.00 Cash at end of period (Lines 205 + 210) (Column 1 must agree with Page 5.1, column 1, line 5)	1,000	5,861	215.00



Facility D.B.A. Name: <b>ESKATON CARE CENTER PAIR OAKS</b>	Report Period: End: 12/31/2021	Run Date Time: MCRIF32- Version: 7/22/2022 10:07 am LTCFR 45.6.174.1	
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EXPENSE TRIAL BALANCE WORKSHEET


ACCOUNT TITLE	Account No.	ALL FACILITIES				RESIDENTIAL CARE FACILITIES ONLY			
		Salaries and Wages (1)	Employee Benefits	Other Expenses	Total Expenses (Sum of Col. 1, 2 & 3)	Amounts Directly Allocable Residential Care	Amounts Directly Allocable Health Care	Balance to Be Apportioned (CA - (CS + C&I))	
5.00 Plant Operations and Maintenance	4300	190,441	83,130	535,440	809,011	0	0	0	5.00
10.00 Housekeeping	4300	221,969	96,473	76,560	395,008	0	0	0	10.00
15.00 Depreciation - Bldgs. & Improv.	7110-7120			171,001	171,001	0	0	0	15.00
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00
25.00 Depreciation - Equipment	7140			107,865	107,865	0	0	0	25.00
30.00 Depreciation & Amortization - Other	7150-7160			20,580	20,580	0	0	0	30.00
35.00 Leases and Rentals	7200			2,100	2,100	0	0	0	35.00
40.00 Property Taxes	7300			2,579	2,579	0	0	0	40.00
45.00 Property Insurance	7400			25,843	25,843	0	0	0	45.00
50.00 Interest - Property, Plant & Equip.	7500			34,160	34,160	0	0	0	50.00
55.00 Interest - Other	7600			0	0	0	0	0	55.00
60.00 Laundry and Linen	8400	89,060	38,561	27,233	154,854	0	0	0	60.00
65.00 Dietary	8500	538,024	227,664	410,570	1,166,258	0	0	0	65.00
70.00 Provision for Bad Debts	7700			75,070	75,070	0	0	0	70.00
<b>ANCILLARY SERVICES</b>									
75.00 Patient Supplies	8100	0	0	949	949		949		75.00
77.00 Specialized Support Staff	8150	0	0	0	0		0		77.00
80.00 Physical Therapy	8200	397,135	200,419	19,218	616,772		616,772		80.00
81.00 Respiratory Therapy	8220	0	0	0	0		0		81.00
82.00 Occupational Therapy	8250	659,712	282,833	31,976	974,521		974,521		82.00
83.00 Speech Therapy	8280	122,480	53,678	0	176,158		176,158		83.00
85.00 Pharmacy	8300	0	0	495,370	495,370		495,370		85.00
90.00 Laboratory	8400	0	0	145,597	145,597		145,597		90.00
95.00 Home Health Services	8800	0	0	0	0		0		95.00
100.00 Other Ancillary Services	8900	0	0	48,211	48,211		48,211		100.00
<b>ROUTINE SERVICES</b>									
105.00 Skilled Nursing Care	6110	5,306,780	2,271,693	2,314,316	9,892,794		9,892,794		105.00
110.00 Intermediate Care	6120	0	0	0	0		0		110.00
115.00 Mentally Disabled Care	6130	0	0	0	0		0		115.00
120.00 Developmentally Disabled Care	6140	0	0	0	0		0		120.00
125.00 Sub-Acute Care	6150	0	0	0	0		0		125.00
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0		0		126.00
128.00 Transitional Inpatient Care	6170	0	0	0	0		0		128.00
130.00 Hospice Inpatient Care	6180	0	0	0	0		0		130.00
135.00 Other Routine Services	6190	0	0	0	0		0		135.00
140.00 Beauty and Barber **									140.00
145.00 Other Non-allocable***									145.00
150.00 Subtotal (Lines 5 through 145)					15,624,921	0			150.00
155.00 Social Services	6800	103,964	45,999	0	150,963	0	0	0	155.00
160.00 Activities	6700	94,253	40,788	3,066	138,107	0	0	0	160.00
165.00 Administration	6900	674,200	299,965	2,789,161	3,763,326	0	0	0	165.00
170.00 Inservice Education - Nursing	8800	83,248	37,186	0	120,434	0	0	0	170.00
175.00 Total (See Instructions)		8,674,386	3,738,294	7,387,101	19,799,841	0	12,600,892	0	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>									
180.00 Raw Food Costs (Included in column 3, line 65)				0					180.00
185.00 Worker's Compensation Insurance (Included in column 1, line 175)			0	0					185.00
190.00 State Unemployment Insurance (Included in column 2, line 175)			0	0					190.00

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-allocable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.




Facility D.B.A. Name: <b>ESKATON CARE CENTER PAIR OAKS</b>	Report Period: End: <b>12/31/2021</b>	Run Date Time: <b>7/22/2022 10:07 am</b>	MCRIF32: <b>LTCIR</b>	
		Version: <b>45.6.174.1</b>		

EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Appropriation Factor For Residential Care Portion*	Amount Appropriated To residential Care (C7 X C8)	Total Health Care Portion (C4 + C5 + C9)	Adjustments for Other Operating Revenue (From P.10.7)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for M-B-Cal (From P.10.5)	Adjusted Total Balance for Medi-Cal (C10 + C12)		
5.00 Plant Operations and Maintenance	4300	0.000000	0	809,811	0	809,811	41,096	850,907	5.00	
10.00 Housekeeping	4300	0.000000	0	395,908	0	395,908	0	395,908	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120	0.000000	0	171,001	0	171,001	0	171,001	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	107,865	0	107,865	0	107,865	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	20,580	0	20,580	0	20,580	30.00	
35.00 Leases and Rentals	7200	0.000000	0	2,100	0	2,100	0	2,100	35.00	
40.00 Property Taxes	7300	0.000000	0	2,579	0	2,579	0	2,579	40.00	
45.00 Property Insurance	7400	0.000000	0	25,843	0	25,843	0	25,843	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	34,160	0	34,160	0	34,160	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	154,854	0	154,854	0	154,854	60.00	
65.00 Dietary	8500	0.000000	0	1,166,288	3,050	1,163,208	3,832	1,170,890	65.00	
70.00 Provision for Bad Debts	7700	0.000000	0	75,970	0	75,970	-3,078	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			949	0	949	0	949	75.00	
77.00 Specialized Support Staff	8150			0	0	0	0	0	77.00	
80.00 Physical Therapy	8200			876,892	0	876,892	0	876,892	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			974,521	0	974,521	0	974,521	82.00	
83.00 Speech Therapy	8280			176,158	0	176,158	0	176,158	83.00	
85.00 Pharmacy	8300			495,370	0	495,370	0	495,370	85.00	
90.00 Laboratory	8400			145,597	0	145,597	0	145,597	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			98,211	1,575	96,636	-6,779	91,432	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			9,892,794	26	9,892,768	13,254	9,906,048	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Monthly Domiciled Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Input Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **							6,779	6,779	140.00	
145.00 Other Non-reimbursable***							0	0	145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	150,963	0	150,963	0	150,963	155.00	
160.00 Activities	6700	0.000000	0	138,107	0	138,107	0	138,107	160.00	
165.00 Administration	6900	0.000000	0	3,763,516	12,590	3,750,926	3,236,201	6,990,717	165.00	
170.00 Inservice Education - Nursing	8800	0.000000	0	122,434	0	122,434	0	122,434	170.00	
175.00 Total (See Instructions)				0	19,799,641	17,241	19,782,400	5,239,313	23,019,184	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)									180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)									185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)									190.00	

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.  
 \*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.  
 \*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

Facility D.B.A. Name: <b>ESKATON CARE CENTER FAIR OAKS</b>	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32: Version: 45.6.174.1	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Total Balance Line No	
			1.00	2.00	
5.00	Vending Machine Commissions	5710	0	5	5.00
10.00	Laundry and Linen Revenue	5720	0	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Discounted Supplies	5740	0	165	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	3,050	65	35.00
40.00	Television / Radio Charges	5780	0	5	40.00
45.00	Parking Revenue	5790	0	5	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	85	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	36	165	70.00
75.00	Cash Discounts on Purchases	5850	0		75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	INTEREST/LATE CHARGE /R REV	5990	26	105	85.00
90.00	BARBER / BEAUTY RENTAL INCOME	5990	1,575	100	90.00
95.00	OTHER OPERATING REVENUE	5990	12,554	Vasom	95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		17,241		100.00

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2



Facility D.B.A. Name  
**ESKATON CARE CENTER FAIR OAKS**

Report Period  
 End: 12/31/2021


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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 101 Line No.	Base *	Adj Amt Inc./Dec.	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00
5.00	Depreciation (unless of Straight Line)			0	0		5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals	65	B	-2,050	-2,050	NON ALLOWABLE	15.00
20.00	Gift, Flowers and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)			0	0		40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service	5	A	-13,541	-13,541	NON ALLOWABLE	60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts	70	A	-73,070	-73,070	NON ALLOWABLE	75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts	165	B	-36	-36	ABATEMENT	95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Scrap, Waste, etc.			0	0		105.00
110.00	Telephone Service	165	A	-30,813	-30,813	NON ALLOWABLE	110.00
115.00	Trade, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Traveling Machine Commissions			0	0		120.00
125.00	Travel Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Revaluation Depreciation and Interest **			0	0		135.00
140.00	Barber / Beauty - Self Pay	100	B	-6,779	-6,779	RECLASS	140.00
141.00	Late and Returned Check Charges	165	B	-25	-25	ABATEMENT	141.00
142.00	Drugs and Subscriptions	165	A	-1,843	-1,843	NON ALLOWABLE	142.00
143.00	Other Operating Revenue	165	B	-12,529	-12,529	NON ALLOWABLE	143.00
144.00	OTHER (SPECIFY)			0	0		144.00
145.00	OTHER (SPECIFY)			0	0		145.00
146.00	OTHER (SPECIFY)			0	0		146.00
147.00	OTHER (SPECIFY)			0	0		147.00
148.00	OTHER (SPECIFY)			0	0		148.00
149.00	OTHER (SPECIFY)			0	0		149.00
150.00	OTHER (SPECIFY)			0	0		150.00
151.00	OTHER (SPECIFY)			0	0		151.00
152.00	OTHER (SPECIFY)			0	0		152.00
153.00	OTHER (SPECIFY)			0	0		153.00
154.00	OTHER (SPECIFY)			0	0		154.00
155.00	OTHER (SPECIFY)			0	0		155.00
156.00	OTHER (SPECIFY)			0	0		156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00
170.00	OTHER (SPECIFY)			0	0		170.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No.	Base *	Adj. Amt Inc./Dec.	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Fund Raising			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber	140	B	6,779	6,779	RECLASS	200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combines lines 005 through 213)			-185,877	-185,877		220.00

\* Base: A - Cost  
B - Amount Received

\*\* Depreciation and interest expense related to the revaluation of assets due to change in ownership on or after July 18, 1994.

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR	
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RELATED PARTY INFORMATION

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party *	Street (Number and Name)	City	State	Zip Code
	1.00	2.00	3.00	4.00	5.00
1.00	ESKATON PROPERTIES INCORPORATE	5105 MANZANITA AVENUE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3).



Facility D.B.A. Name:  
ESKATON CARE CENTER PAIR OAKS

Report Period:  
End: 12/31/2021


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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Invt. Proceeding Goods/ Svcs	Description of Goods/ Services Received	Also Provides Goods/ Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Proceeds, Only			
				Yrs/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
1.00		2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
30.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION		0	165	1,062,907	1,062,907	-1,062,907	-1,062,907	0	30.00
31.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION		0	5	0	0	3,599	3,599	3,599	31.00
32.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION		0	165	0	0	353,150	353,150	353,150	32.00
33.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION		0	165	0	0	1,939,855	1,939,855	1,939,855	33.00
34.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION		0	165	0	0	1,262,063	1,262,063	1,262,063	34.00
35.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION - WAGES		0	105	0	0	12,295	12,295	12,295	35.00
36.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION - BENEFITS		0	105	0	0	959	959	959	36.00
37.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION - WAGES		0	65	0	0	6,384	6,384	6,384	37.00
38.00	ESKATON PROPERTIES INCORPORATE	0	SUPPORT SERVICES ALLOCATION - BENEFITS		0	65	0	0	498	498	498	38.00
39.00	ESKATON PROPERTIES INCORPORATE	0	POOLED ALLOCATION		0	5	0	0	40,942	40,942	40,942	39.00
40.00	ESKATON PROPERTIES INCORPORATE	0	POOLED ALLOCATION		0	5	0	0	10,156	10,156	10,156	40.00
41.00	ESKATON PROPERTIES INCORPORATE	0	POOLED ALLOCATION		0	165	0	0	858,236	858,236	858,236	41.00
42.00		0			0		0	0	0	0	0	42.00
43.00		0			0		0	0	0	0	0	43.00
44.00		0			0		0	0	0	0	0	44.00
45.00		0			0		0	0	0	0	0	45.00
46.00		0			0		0	0	0	0	0	46.00
47.00		0			0		0	0	0	0	0	47.00
48.00		0			0		0	0	0	0	0	48.00
49.00		0			0		0	0	0	0	0	49.00
50.00		0			0		0	0	0	0	0	50.00
51.00		0			0		0	0	0	0	0	51.00
52.00		0			0		0	0	0	0	0	52.00
53.00		0			0		0	0	0	0	0	53.00
54.00		0			0		0	0	0	0	0	54.00
55.00		0			0		0	0	0	0	0	55.00
56.00		0			0		0	0	0	0	0	56.00
57.00		0			0		0	0	0	0	0	57.00
58.00		0			0		0	0	0	0	0	58.00
59.00		0			0		0	0	0	0	0	59.00
60.00		0			0		0	0	0	0	0	60.00
61.00		0			0		0	0	0	0	0	61.00
62.00		0			0		0	0	0	0	0	62.00
63.00		0			0		0	0	0	0	0	63.00
64.00		0			0		0	0	0	0	0	64.00
65.00		0			0		0	0	0	0	0	65.00
66.00		0			0		0	0	0	0	0	66.00
67.00		0			0		0	0	0	0	0	67.00
68.00		0			0		0	0	0	0	0	68.00
69.00		0			0		0	0	0	0	0	69.00
70.00		0			0		0	0	0	0	0	70.00
71.00		0			0		0	0	0	0	0	71.00
72.00		0			0		0	0	0	0	0	72.00

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Providers, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Cleared	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
73.00		0			0		0	0	0	0	0	73.00
74.00		0			0		0	0	0	0	0	74.00
75.00		0			0		0	0	0	0	0	75.00
76.00		0			0		0	0	0	0	0	76.00
77.00		0			0		0	0	0	0	0	77.00
78.00		0			0		0	0	0	0	0	78.00
79.00		0			0		0	0	0	0	0	79.00
80.00		0			0		0	0	0	0	0	80.00
81.00		0			0		0	0	0	0	0	81.00
82.00		0			0		0	0	0	0	0	82.00
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
<b>100.00</b>	<b>TOTAL ADJUSTMENTS</b>						<b>1,082,907</b>	<b>1,082,907</b>	<b>3,405,190</b>	<b>3,405,190</b>	<b>4,488,097</b>	<b>100.00</b>

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable



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SALARY INFORMATION FOR OWNERS/OPERATORS, RELATED PARTIES (\*) ADMINISTRATORS, ASSISTANT ADMINISTRATORS AND BOARD MEMBERS

10.4(3)

	Name of Individual	Salary Paid (From Page 10.1 Col. 1)	Benefits Paid (From Page 10.1 Col. 2)	Other Payments (From Page 10.1 Col. 3)	Description of Goods/Services Provided	Total Hours Worked (Weeks)	10.1 Line No.	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
<b>SECTION I - OWNERS/OPERATORS/RELATIVES</b>								
110.00		0	0	0		0		110.00
111.00		0	0	0		0		111.00
112.00		0	0	0		0		112.00
113.00		0	0	0		0		113.00
114.00		0	0	0		0		114.00
<b>SECTION II - RELATED PARTY OWNERS/OPERATORS EMPLOYED AT THE FACILITY</b>								
120.00		0	0	0		0		120.00
121.00		0	0	0		0		121.00
122.00		0	0	0		0		122.00
123.00		0	0	0		0		123.00
124.00		0	0	0		0		124.00
125.00		0	0	0		0		125.00
126.00		0	0	0		0		126.00
127.00		0	0	0		0		127.00
128.00		0	0	0		0		128.00
129.00		0	0	0		0		129.00
130.00		0	0	0		0		130.00
131.00		0	0	0		0		131.00
<b>SECTION III - ADMINISTRATORS (**)</b>								
140.00	STEPHEN FIFE	215,091	19,814	0		40	145	140.00
141.00		0	0	0		0		141.00
142.00		0	0	0		0		142.00
143.00		0	0	0		0		143.00
<b>SECTION IV - ASSISTANT ADMINISTRATORS (**)</b>								
145.00		0	0	0		0		145.00
146.00		0	0	0		0		146.00
147.00		0	0	0		0		147.00
148.00		0	0	0		0		148.00
<b>SECTION V - BOARD MEMBERS</b>								
150.00		0	0	0				150.00
151.00		0	0	0				151.00
152.00		0	0	0				152.00
153.00		0	0	0				153.00
154.00		0	0	0				154.00

(\*) No allowance for salaries will be considered unless full information is provided. Use additional sheets if required.

(\*\*) If more than one Administrator is reported, include dates of employment for each.



Facility D.B.A. Name  
**ESKATON CARE CENTER PAIR OAKS**

Report Period  
 End: 12/31/2021

Run Date Time: 7/22/2022 10:07 am  
 MCRIF32  
 Version: 45.6.174.1



EXPENSE TRIAL BALANCE WORKSHEET (Medi-Cal Providers, Only)

10.5


ACCOUNT TITLE		Account Number	Based on Adjusted Trial Balance for Medi-Cal (Page 10.1, column 14)				Total Expenses (Sum of Col. 1-5)	
			Salaries and Wages	Employee Benefits	Staffing Agency Cost	Other Non-Labor Expenses		
			1.00	2.00	3.00	4.00		
5.00	Plant Operations and Maintenance	6200	190,441	83,130	0	576,536	850,107	5.00
10.00	Housekeeping	6200	221,969	96,473	0	78,566	396,908	10.00
15.00	Depreciation - Bldg. & Improvs.	7110-7120				171,001	171,001	15.00
20.00	Depreciation - Leasehold Improvs.	7130				0	0	20.00
25.00	Depreciation - Equipment	7140				107,865	107,865	25.00
30.00	Depreciation & Amortization - Other	7150-7160				20,580	20,580	30.00
35.00	Leases and Rentals	7200				2,100	2,100	35.00
40.00	Property Taxes	7300				2,579	2,579	40.00
45.00	Property Insurance	7400				25,843	25,843	45.00
50.00	Interest - Property, Plant & Equip.	7500				34,160	34,160	50.00
55.00	Interest - Other	7600				0	0	55.00
60.00	Laundry and Linen	8400	89,060	38,561	0	27,233	154,854	60.00
65.00	Dietary	6500	134,408	228,162	0	407,520	1,170,090	65.00
70.00	Provision for Bad Debts	7700				0	0	70.00
<b>ANCILLARY SERVICES</b>								
75.00	Patient Supplies	8100	0	0	0	949	949	75.00
77.00	Specialized Support Staff	8150	0	0	0	0	0	77.00
80.00	Physical Therapy	8200	597,155	260,419	14,430	4,888	876,892	80.00
81.00	Respiratory Therapy	8220	0	0	0	0	0	81.00
82.00	Occupational Therapy	8250	659,712	282,833	31,905	21	974,521	82.00
83.00	Speech Therapy	8290	122,480	53,678	0	0	176,158	83.00
85.00	Pharmacy	8300	0	0	25,614	469,756	495,370	85.00
90.00	Laboratory	8400	0	0	0	145,597	145,597	90.00
95.00	Home Health Services	8800	0	0	0	0	0	95.00
100.00	Other Ancillary Services	8900	0	0	0	91,432	91,432	100.00
101.00	Sub-Acute Ancillary Services **	8100-8900	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services *	8100-8900	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>								
105.00	Skilled Nursing Care	8110	5,319,075	2,272,657	1,933,730	300,586	9,906,048	105.00
110.00	Intermediate Care	8120	0	0	0	0	0	110.00
115.00	Mentally Disabled Care	8150	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	8140	0	0	0	0	0	120.00
125.00	Sub-Acute Care	8150	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	8160	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	8170	0	0	0	0	0	128.00
130.00	Hospice Inpatient Care	8180	0	0	0	0	0	130.00
135.00	Other Routine Services	8190	0	0	0	0	0	135.00
139.00	Residential Care **	9100	0	0	0	0	0	139.00
140.00	Beauty and Barber		0	0	0	6,779	6,779	140.00
145.00	Other Nonreimbursable		0	0	0	0	0	145.00
155.00	Social Services	8600	105,064	43,899	0	0	150,963	155.00
160.00	Activities	8700	94,253	40,788	0	3,066	138,107	160.00
165.00	Administration	8900	950,102	2,212,617	0	3,517,997	5,680,716	165.00
166.00	Medical Records - Salaries and Wages ***	8900	77,248	27,203	0	0	104,451	166.00
167.00	DPH Licensing Fees ***	8900				147,763	147,763	167.00
168.00	Liability Insurance ***	8900				373,682	373,682	168.00
169.00	Quality Assurance Fees ***	8900				693,105	693,105	169.00
170.00	Intervice Education - Nursing	8800	85,248	37,136	0	0	122,434	170.00
174.00	Category Training ***	8900	0	0	0	0	0	174.00
175.00	Total ****		9,846,215	5,879,696	2,005,729	6,287,694	23,019,134	175.00

\* Amounts reclassified from ancillary service type accounts (lines 75 through 100)

\*\* Complete with Direct Residential Care Costs

\*\*\* Amounts reclassified from Administration (line 165)

\*\*\*\* Totals in column 5 must match page 10.1, column 14, for each respective cost center (except in-class)

Facility D.B.A. Name ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR 45.6.174.1	
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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (I) (Medi-Cal Providers Only)

10.6

(INCOMPLETE, INACCURATE OR ALTERED SCHEDULES WILL NOT BE ACCEPTED FOR RATE-SETTING PURPOSES)

3.00 Total Licensed Beds Prior to Modification(s):	1.00	2.00	140
10.00 Total Licensed Beds End of Period:			140
15.00 Total Unlicensed Beds End of Period (e.g., residential care):			0

CAPITAL THRESHOLD: 74,500  
(licensed beds end of period \* \$500)

Section I. Capital Additions and Improvements (Excluding Replacements)

Part A. SNF Bed Additions During the Report Period

Enter Data for each Bed Addition Project Completed During the Report Period

	Project 1	Project 2	Project 3
25.00 Number of New Licensed Beds:	1.00	2.00	3.00
30.00 Date Placed into Service:	0	0	0
35.00 Total Costs:	0	0	0

Part B. Other Additions or Improvements Completed During the Report Period (note that additions or improvements must be grouped by related project; unrelated line items will be disallowed)


50.00 Project 1 Description (e.g., "HVAC System Installation", assuming detail below):	1.00	PIPE REPAIRS
55.00 Date Placed in Service (e.g., when was project completed and available for resident use):		02/01/2021

Detailed Description	1.00	Lensed or Rented	2.00	Related Party Transaction (Yes or No)?	3.00	Invoice Date	4.00	Useful Life (in months)(5)	5.00	Total Cost	6.00	Depreciation Expense	7.00	Amount Financed	8.00
56.00 ROOM REFRESH						02/01/2021		180		24,976		1,528			
57.00 CRUSHED DRAIN PIPE						02/01/2021		180		60,960		3,725			
58.00								0		0		0			
59.00								0		0		0			
60.00								0		0		0			
61.00								0		0		0			
62.00								0		0		0			
63.00								0		0		0			
64.00								0		0		0			
65.00								0		0		0			
66.00								0		0		0			
67.00								0		0		0			
68.00								0		0		0			
69.00								0		0		0			
70.00								0		0		0			
71.00								0		0		0			
72.00								0		0		0			
73.00								0		0		0			
74.00								0		0		0			
75.00								0		0		0			
76.00 Total Project 1 Costs:										85,936					

80.00 Project 2 Description (e.g., "HVAC System Installation", assuming detail below):	1.00	
85.00 Date Placed in Service (e.g., when was project completed and available for resident use):		

Detailed Description	1.00	Lensed or Rented	2.00	Related Party Transaction (Yes or No)?	3.00	Invoice Date	4.00	Useful Life (in months)(5)	5.00	Total Cost	6.00	Depreciation Expense	7.00	Amount Financed	8.00
90.00								0		0		0			
91.00								0		0		0			
92.00								0		0		0			
93.00								0		0		0			
94.00								0		0		0			
95.00								0		0		0			
96.00								0		0		0			
97.00								0		0		0			
98.00								0		0		0			
99.00								0		0		0			
100.00								0		0		0			
101.00								0		0		0			
102.00								0		0		0			
103.00								0		0		0			
104.00								0		0		0			
105.00								0		0		0			



Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period: End: 12/31/2021	Run Date Time: MCRIF32: Version: 45.6.174.1	7/22/2022 10:07 am LTCIR 45.6.174.1	
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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (I) (Medi-Cal Providers Only)

10.6

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed	
106.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
107.00					0	0	0	0
108.00 Total Project 2 Costs					0	0	0	0

109.00 Project 3 Description (e.g., "HVAC System Installation", assuming detail below):

110.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed	
126.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
127.00					0	0	0	
128.00					0	0	0	
129.00					0	0	0	
130.00					0	0	0	
131.00					0	0	0	
132.00					0	0	0	
133.00					0	0	0	
134.00					0	0	0	
135.00					0	0	0	
136.00					0	0	0	
137.00					0	0	0	
138.00 Total Project 3 Costs					0	0	0	

139.00 Project 4 Description (e.g., "HVAC System Installation", assuming detail below):

140.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed	
156.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
157.00					0	0	0	
158.00					0	0	0	
159.00					0	0	0	
160.00					0	0	0	
161.00					0	0	0	
162.00					0	0	0	
163.00					0	0	0	
164.00					0	0	0	
165.00					0	0	0	
166.00					0	0	0	
167.00					0	0	0	
168.00 Total Project 4 Costs					0	0	0	

169.00 Project 5 Description (e.g., "HVAC System Installation", assuming detail below):

170.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed	
186.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
187.00					0	0	0	
188.00					0	0	0	
189.00					0	0	0	
190.00					0	0	0	
191.00					0	0	0	
192.00					0	0	0	
193.00					0	0	0	

Facility D.B.A. Name ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:07 am LTCIR
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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (1) (Medi-Cal Providers Only)

10.6

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No) <sup>(1)</sup>	Invoice Date	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Amount Financed
194.00				0	0	0	0
195.00				0	0	0	0
196.00				0	0	0	0
197.00				0	0	0	0
198.00 Total Project 1 Costs					0		

Section II. Capital Replacements Completed During the Report Period

Part A. Acquisition Costs and Depreciation for Replacement Asset

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No) <sup>(1)</sup>	Date Placed in Service	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Basis	Adjusted Basis <sup>(3)</sup>
200.00				0	0	0	0	0
201.00				0	0	0	0	0
202.00				0	0	0	0	0
203.00				0	0	0	0	0
204.00				0	0	0	0	0
205.00				0	0	0	0	0
206.00				0	0	0	0	0
207.00				0	0	0	0	0
208.00				0	0	0	0	0
209.00				0	0	0	0	0
210.00 Total - Section II, Part A Only					0			


Part B. Acquisition Costs and Depreciation of Retired Asset

Detailed Description	Section II, Part A Line No. Reference	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Date Acquired	Date of Disposal	Basis	Adjusted Basis <sup>(3)</sup>	Manner of Disposition <sup>(4)</sup>
230.00	0	0	0	0			0	0	
231.00	0	0	0	0			0	0	
232.00	0	0	0	0			0	0	
233.00	0	0	0	0			0	0	
234.00	0	0	0	0			0	0	
235.00	0	0	0	0			0	0	
236.00	0	0	0	0			0	0	
237.00	0	0	0	0			0	0	
238.00	0	0	0	0			0	0	
239.00	0	0	0	0			0	0	
240.00 Total - Section II, Part B Only			0	0					

Notes:

- For the purposes of this voluntary supplemental schedule, the following definitions apply:
  - Capital Addition - land, buildings, building equipment and major moveable equipment that have an estimated useful life at the time of the acquisition of at least two years, a historical cost of at least \$5,000 per item, and is not considered a replacement of a previously acquired asset.
  - Capital Improvement - betterment of land, buildings, building equipment, major moveable equipment or leasehold property that either extends the useful life of at least two years beyond the original useful life of such asset or significantly increases the productivity of such asset, a cost of at least \$5,000 per item and is not considered a replacement of a previously acquired asset.
  - Capital Replacement - land, buildings, building equipment, major moveable equipment and leasehold improvements that would be classified as a capital addition or improvement under the above definitions, except that such asset is considered a replacement of a previously acquired asset. A replacement is an asset that fills the place, position or purpose once filled by an asset that has been lost, destroyed, discarded or is no longer feasible or adequate.
- Refer to CMS Publication 15-1, Sections 104-117 for additional information on useful life standards.
- Refer to CMS Publication 15-1, Section 132 for additional information.
- Refer to CMS Publication 15-1, Section 138 for additional information on the manner of disposition.




Facility D.B.A. Name ESKATON CARE CENTER PAIR OAKS	Report Period End 12/31/2021	Run Date Time: MCRIF32- Version:	7/22/2022 10:07 am LTCIR 45.6.174.1	
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ALTERNATE ALLOCATION STATISTICS - OPTIONAL (Medi-Cal Providers, Only)

10.7

	ACCOUNT TITLE	Capital	Plant Operations	Housekeeping	Laundry & Linen	Dietary	Social Services	Activities	Inservice Education	Administration	Medical Records	
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	
5.00	Plant Operations and Maintenance	1,141	0	0	0	0	0	0	0	0	0	5.00
10.00	Housekeeping	444	444	0	0	0	0	0	0	0	0	10.00
60.00	Laundry and Linen	898	898	898	0	0	0	0	0	0	0	60.00
65.00	Dietary	3,867	3,867	3,867	0	0	0	0	0	0	0	65.00
<b>ANCILLARY SERVICES</b>												
75.00	Patient Supplies	119	119	119	0	0	0	0	0	0	0	75.00
77.00	Specialized Support Staff	0	0	0	0	0	0	0	0	0	0	77.00
80.00	Physical Therapy	1,294	1,294	1,294	0	0	0	0	0	0	0	80.00
81.00	Respiratory Therapy	44	44	44	0	0	0	0	0	0	0	81.00
82.00	Occupational Therapy	744	744	744	0	0	0	0	0	0	0	82.00
83.00	Speech Therapy	120	120	120	0	0	0	0	0	0	0	83.00
85.00	Pharmacy	77	77	77	0	0	0	0	0	0	0	85.00
90.00	Laboratory	0	0	0	0	0	0	0	0	0	0	90.00
95.00	Home Health Services	0	0	0	0	0	0	0	0	0	0	95.00
100.00	Other Ancillary Services	0	0	0	0	0	0	0	0	0	0	100.00
101.00	Sub-Acute Ancillary Services	0	0	0	0	0	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services	0	0	0	0	0	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>												
105.00	Skilled Nursing Care	22,874	22,874	22,874	449,580	134,964	0	0	0	0	0	105.00
110.00	Intermediate Care	0	0	0	0	0	0	0	0	0	0	110.00
115.00	Mentally Disabled Care	0	0	0	0	0	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	0	0	0	0	0	0	0	0	0	0	120.00
125.00	Sub-Acute Care	0	0	0	0	0	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	0	0	0	0	0	0	0	0	0	0	128.00
130.00	Homecare Inpatient Care	0	0	0	0	0	0	0	0	0	0	130.00
135.00	Other Routine Services	0	0	0	0	0	0	0	0	0	0	135.00
139.00	Residential Care	0	0	0	0	0	0	0	0	0	0	139.00
140.00	Beauty and Barber	150	150	150	0	0	0	0	0	0	0	140.00
145.00	Other Nonresidential	0	0	0	0	0	0	0	0	0	0	145.00
155.00	Social Services	1,734	1,734	1,734	0	0	0	0	0	0	0	155.00
160.00	Activities	0	0	0	0	0	0	0	0	0	0	160.00
165.00	Administration	7,324	7,324	7,324	0	0	0	0	0	0	0	165.00
166.00	Medical Records - Salaries and Wages	155	155	155	0	0	0	0	0	0	0	166.00
170.00	Inservice Education - Nursing	0	0	0	0	0	0	0	0	0	0	170.00
174.00	Continuing Training	0	0	0	0	0	0	0	0	0	0	174.00
175.00	Total	48,955	39,614	39,378	449,580	134,964	0	0	0	0	0	175.00

Facility D.B.A. Name: ESKATON CARE CENTER PAIR OAKS	Report Period: End 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32- Version: 45.6.174.1	
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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 55. Medi-Cal providers must complete the entire page.)

Description	Expense from Page 10.1, Column 14	Plant Operations and Maintenance through Interest - Other		Laundry and Linen		Dietary		
		BASIS* Square Feet	Amount	BASIS* Clean Dry Pounds	Amount	BASIS* Number of Patient Meals	Amount	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
5.00 General Service Costs	10,345,408		1,609,243		134,854		1,170,090	5.00
<b>ANCILLARY SERVICE COST CENTERS</b>								
10.00 Patient Supplies	949	119	7,672	0	0			10.00
12.00 Specialized Support Staff	0	0	0	0	0			12.00
15.00 Physical Therapy	878,892	1,284	81,490	0	0			15.00
16.00 Respiratory Therapy	0	44	2,837	0	0			16.00
17.00 Occupational Therapy	474,521	744	47,966	0	0			17.00
18.00 Speech Therapy	176,136	120	7,738	0	0			18.00
20.00 Pharmacy	495,370	77	4,964	0	0			20.00
25.00 Laboratory	145,397	0	0	0	0			25.00
30.00 Home Health Services	0	0	0	0	0	0	0	30.00
35.00 Other Ancillary Services	91,432	0	0	0	0			35.00
<b>ROUTINE SERVICE COST CENTERS</b>								
40.00 Skilled Nursing Care	9,906,048	22,443	1,446,907	449,880	134,854	134,954	1,170,090	40.00
45.00 Intermediate Care	0	0	0	0	0	0	0	45.00
50.00 Mentally Disabled Care	0	0	0	0	0	0	0	50.00
55.00 Developmentally Disabled Care	0	0	0	0	0	0	0	55.00
60.00 Sub-Acute Care	0	0	0	0	0	0	0	60.00
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	61.00
63.00 Transitional Inpatient Care	0	0	0	0	0	0	0	63.00
65.00 Hospice Inpatient Care	0	0	0	0	0	0	0	65.00
70.00 Other Routine Services	0	0	0	0	0	0	0	70.00
<b>NONREIMBURSABLE COSTS</b>								
75.00 Beauty and Barber	4,779	150	9,671	0	0	0	0	75.00
80.00 Other Nonreimbursable	0	0	0	0	0	0	0	80.00
85.00 TOTAL UNITS (Sum of lines 10 through 80)		24,961	449,880		134,954			85.00
90.00 UNIT COST MULTIPLIER**		84.470294	0.344212		8.669645			90.00
95.00 TOTAL COSTS (See instructions)	12,673,746		1,609,243		134,854		1,170,090	95.00


\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.

(All facilities must complete columns 2, 4, and 6, lines 10 through 55. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
	BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Cs. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
	8.00	9.00	10.00	11.00	12.00	
5.00 General Service Costs		411,304		6,999,717		5.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
10.00 Patient Supplies			8,621	3,787	12,408	10.00
12.00 Specialized Support Staff			0	0	0	12.00
15.00 Physical Therapy			958,382	418,786	1,377,168	15.00
16.00 Respiratory Therapy			2,837	1,240	4,077	16.00
17.00 Occupational Therapy			1,022,487	446,777	1,469,264	17.00
18.00 Speech Therapy			163,894	80,353	264,247	18.00
20.00 Pharmacy			500,334	218,621	718,955	20.00
25.00 Laboratory			145,397	63,619	209,016	25.00
30.00 Home Health Services	0	0	0	0	0	30.00
35.00 Other Ancillary Services			91,432	39,951	131,383	35.00
<b>ROUTINE SERVICE COST CENTERS</b>						
40.00 Skilled Nursing Care	9,906,048	411,304	13,089,403	5,719,435	18,806,838	40.00
45.00 Intermediate Care	0	0	0	0	0	45.00
50.00 Mentally Disabled Care	0	0	0	0	0	50.00



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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 55. Medi-Cal providers must complete the entire page.)

	Description	Social Services, Activities, and Inservice Education - Nursing		Admission/Discharge		Total Expenses All Patient Services			
		BASIS* Direct Expenses	Amount	BASIS* Adm. Costs (Cs. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11			
55.00	Developmentally Disabled Care	0	0	0	0	0	0	55.00	
60.00	Sub-Acute Care	0	0	0	0	0	0	60.00	
61.00	Sub-Acute Care-Pediatric	0	0	0	0	0	0	61.00	
63.00	Transitional Inpatient Care	0	0	0	0	0	0	63.00	
65.00	Hospice Inpatient Care	0	0	0	0	0	0	65.00	
70.00	Other Routine Services	0	0	0	0	0	0	70.00	
<b>NONREIMBURSABLE COSTS</b>									
75.00	Beauty and Barber			16,430	7,188		23,618	75.00	
80.00	Other Nonreimbursable			0	0		0	80.00	
85.00	TOTAL UNITS (Sum of lines 10 through 80)	9,906,048		16,019,437				85.00	
90.00	UNIT COST MULTIPLIER**	0.041541		0.436951				90.00	
95.00	TOTAL COSTS (See instructions)		411,504		6,999,717		25,019,154	95.00	


\* Actual amount or count required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.

Computation of Average Cost Per Day	Skilled Nursing	Intermediate Care	Monthly Disabled	Developmentally Disabled	Sub-Acute Care	Sub-Acute Care Pediatric	Transitional Inpatient Care	Hospice Inpatient Care	Other Routine Services	
100.00 Cost of Routine Services (Col. 12 above, Ls. 40 through 70)	18,808,838	0	0	0	0	0	0	0	0	100.00
105.00 Total Patient (Consent) Days of Services (P: 4.1, Col. 6)	44,988	0	0	0	0	0	0	0	0	105.00
110.00 Average Cost Per Day (line 100 / line 105)	418.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00

\* Actual amount or count required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.


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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)	
		1.00	2.00	3.00	
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>					
5.00	Supervisors and Management	1,911	176,192	92.20	5.00
10.00	Geriatric Nurse Practitioners	0	0	0.00	10.00
25.00	Registered Nurses	36,409	1,144,450	31.43	25.00
30.00	Licensed Vocational Nurses	74,050	1,995,938	26.97	30.00
35.00	Nurse Assistants (Aides and Orderlies)	146,224	1,909,543	13.06	35.00
40.00	Technicians and Specialists	0	0	0.00	40.00
45.00	Psychiatric Technicians	0	0	0.00	45.00
60.00	Other Salaries and Wages	2,095	80,617	38.50	60.00
65.00	Subtotal (Sum of lines 5 through 60)	260,649	5,306,780	30.36	65.00
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>					
70.00	Supervisors and Management	0	0	0.00	70.00
75.00	Geriatric Nurse Practitioners	0	0	0.00	75.00
80.00	Registered Nurses	0	0	0.00	80.00
95.00	Licensed Vocational Nurses	0	0	0.00	95.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	100.00
105.00	Technicians and Specialists	0	0	0.00	105.00
110.00	Psychiatric Technicians	0	0	0.00	110.00
125.00	Other Salaries and Wages	0	0	0.00	125.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00	130.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>					
140.00	Supervisors and Management	0	0	0.00	140.00
145.00	Geriatric Nurse Practitioners	0	0	0.00	145.00
150.00	Registered Nurses	0	0	0.00	150.00
155.00	Licensed Vocational Nurses	0	0	0.00	155.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	160.00
165.00	Technicians and Specialists	0	0	0.00	165.00
170.00	Psychiatric Technicians	0	0	0.00	170.00
175.00	Other Salaries and Wages	0	0	0.00	175.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00	180.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>					
190.00	Supervisors and Management	0	0	0.00	190.00
191.00	Geriatric Nurse Practitioners	0	0	0.00	191.00
192.00	Registered Nurses	0	0	0.00	192.00
193.00	Licensed Vocational Nurses	0	0	0.00	193.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	194.00
195.00	Technicians and Specialists	0	0	0.00	195.00
196.00	Psychiatric Technicians	0	0	0.00	196.00
198.00	Other Salaries and Wages	0	0	0.00	198.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00	199.00
<b>ANCILLARY SERVICES:</b>					
200.00	Supervisors and Management	0	0	0.00	200.00
205.00	Registered Nurses	0	0	0.00	205.00
210.00	Licensed Vocational Nurses	0	0	0.00	210.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	215.00
220.00	Technicians and Specialists	0	0	0.00	220.00
225.00	Other Salaries and Wages	41,268	1,379,347	33.47	225.00
230.00	Subtotal (Sum of lines 200 through 225)	41,268	1,379,347	33.47	230.00



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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)
		1.00	2.00	3.00
<b>SUPPORT SERVICES:</b>				
250.00	Plant Operations and Maintenance	8,819	190,441	21.59
255.00	Housekeeping	13,436	221,969	16.52
260.00	Laundry and Linen	5,661	89,060	15.73
265.00	Dietary	28,117	528,024	18.78
270.00	Social Services	3,784	105,064	27.77
275.00	Activities	5,137	94,253	18.35
280.00	Inservice Education - Nursing	3,986	35,248	21.39
285.00	Administration	26,242	674,200	25.69
290.00	Subtotal (Sum of lines 250 through 285)	<b>95,182</b>	<b>1,963,259</b>	<b>20.69</b>
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 250, and 290)	<b>397,839</b>	<b>8,674,386</b>	<b>21.85</b>

\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off.  
 Report to the nearest whole hour.

\*\* For all facilities:

Column 2, line 85 must agree with the sum of Page 10.1, column 1, lines 105, 110, 115, 120, 130 and 135.

Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 125. Line 199 must agree with Page 10.1, column 1, line 125.

Line 230 must agree with Page 10.1, column 1, lines 75 through 100.


Report to the nearest whole dollar.

For non-residential care facilities:

Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities:

Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 5 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.

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LABOR REPORT

12.2

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
310.00	Social Workers (report here and include on line 270)	1,788	64,672	56.17
315.00	Activity Program Leaders (report here and include on line 275)	1,715	39,943	23.29
	<b>TEMPORARY STAFFING AGENCY SERVICES</b>	<b>Hours</b>	<b>Amount Paid</b>	<b>Hourly Average (Col. 2 / Col. 1)</b>
		1.00	2.00	3.00

**NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:**

405.00	Geriatric Nurse Practitioners	0	0	0.00
410.00	Registered Nurses	6,858	274,334	40.00
415.00	Licensed Vocational Nurses	18,588	557,640	30.00
420.00	Nurse Assistants (Aides and Orderlies)	91,068	1,104,755	20.00
425.00	Psychiatric Technicians	0	0	0.00
430.00	Other Salaries and Wages	0	0	0.00
435.00	Subtotal (Sum of lines 405 through 430)	<b>96,514</b>	<b>1,935,729</b>	<b>24.81</b>

**SUB-ACUTE CARE NURSING SERVICES - ONLY:**

440.00	Geriatric Nurse Practitioners	0	0	0.00
445.00	Registered Nurses	0	0	0.00
450.00	Licensed Vocational Nurses	0	0	0.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
460.00	Psychiatric Technicians	0	0	0.00
465.00	Other Salaries and Wages	0	0	0.00
470.00	Subtotal (Sum of lines 440 through 465)	<b>0</b>	<b>0</b>	<b>0.00</b>

**SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:**

475.00	Geriatric Nurse Practitioners	0	0	0.00
480.00	Registered Nurses	0	0	0.00
485.00	Licensed Vocational Nurses	0	0	0.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
495.00	Psychiatric Technicians	0	0	0.00
500.00	Other Salaries and Wages	0	0	0.00
505.00	Subtotal (Sum of lines 475 through 500)	<b>0</b>	<b>0</b>	<b>0.00</b>

**TRANSITIONAL INPATIENT CARE - ONLY:**

510.00	Geriatric Nurse Practitioners	0	0	0.00
515.00	Registered Nurses	0	0	0.00
520.00	Licensed Vocational Nurses	0	0	0.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
530.00	Psychiatric Technicians	0	0	0.00
535.00	Other Salaries and Wages	0	0	0.00
540.00	Subtotal (Sum of lines 510 through 535)	<b>0</b>	<b>0</b>	<b>0.00</b>

**SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING**

	Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
	1.00	2.00	3.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0.00
560.00	Activity Program Leaders (do not include on lines 430, 465, 500, or 535)	0	0.00


**LABOR TURNOVER**

	All Employees	Direct Nursing Employees*	Nurse Assistants
	1.00	2.00	3.00
605.00	Number of employees at beginning of period	154	111
610.00	Number of employees at end of period	141	99
615.00	Average number of employees (See instructions)	148	105
620.00	Total number of people employed during the period ***	<b>192</b>	<b>134</b>
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	29.73	27.62
630.00	Number of employees with continuous service for entire reporting period	124	88

\* Include all employees (RN's, LVN's, Nurse Assistants, technicians, specialists and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do include supervisors whose duties include some provision of nursing care.

\*\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610). This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended. Therefore, in most cases, line 620 should be greater than this calculation.




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PAYROLL-BASED JOURNAL PUBLIC USE FILE

Quarter: 12/16/2021

	Week Date	MIPS Count	Total Registered Nurse Directs of Nursing Hours	Employee Registered Nurse Directs of Nursing Hours	Contracted Registered Nurse Directs of Nursing Hours	Total Registered Nurse Administrative Hours	Employee Registered Nurse Administrative Hours	Contracted Registered Nurse Administrative Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administrative Hours	Employee Licensed Practical Nurse Administrative Hours	
2.00	10/01/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	5.00	5.00	2.00
3.00	10/02/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	78.00	57.00	16.00	0.00	0.00	3.00
4.00	10/03/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	45.00	45.00	0.00	0.00	0.00	4.00
5.00	10/04/2021	131	0.00	0.00	0.00	0.00	0.00	0.00	93.00	93.00	0.00	7.00	7.00	5.00
6.00	10/05/2021	135	0.00	0.00	0.00	0.00	0.00	0.00	93.00	93.00	0.00	7.00	7.00	6.00
7.00	10/06/2021	133	0.00	0.00	0.00	0.00	0.00	0.00	92.00	92.00	0.00	6.00	6.00	7.00
8.00	10/07/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	60.00	60.00	0.00	6.00	6.00	8.00
9.00	10/08/2021	129	0.00	0.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	6.00	6.00	9.00
10.00	10/09/2021	129	0.00	0.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	0.00	0.00	10.00
11.00	10/10/2021	127	0.00	0.00	0.00	0.00	0.00	0.00	65.00	65.00	0.00	5.00	5.00	11.00
12.00	10/11/2021	127	0.00	0.00	0.00	0.00	0.00	0.00	83.00	83.00	0.00	6.00	6.00	12.00
13.00	10/12/2021	128	0.00	0.00	0.00	0.00	0.00	0.00	94.00	94.00	0.00	6.00	6.00	13.00
14.00	10/13/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	72.00	72.00	0.00	7.00	7.00	14.00
15.00	10/14/2021	131	0.00	0.00	0.00	0.00	0.00	0.00	91.00	91.00	0.00	6.00	6.00	15.00
16.00	10/15/2021	132	0.00	0.00	0.00	0.00	0.00	0.00	94.00	94.00	0.00	0.00	0.00	16.00
17.00	10/16/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	68.00	68.00	0.00	0.00	0.00	17.00
18.00	10/17/2021	131	0.00	0.00	0.00	0.00	0.00	0.00	74.00	58.00	15.00	0.00	0.00	18.00
19.00	10/18/2021	129	0.00	0.00	0.00	0.00	0.00	0.00	88.00	88.00	0.00	6.00	6.00	19.00
20.00	10/19/2021	129	0.00	0.00	0.00	0.00	0.00	0.00	88.00	88.00	0.00	7.00	7.00	20.00
21.00	10/20/2021	132	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00	7.00	7.00	21.00
22.00	10/21/2021	134	0.00	0.00	0.00	0.00	0.00	0.00	112.00	112.00	0.00	5.00	5.00	22.00
23.00	10/22/2021	134	0.00	0.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	8.00	8.00	23.00
24.00	10/23/2021	132	0.00	0.00	0.00	0.00	0.00	0.00	45.00	45.00	0.00	0.00	0.00	24.00
25.00	10/24/2021	128	0.00	0.00	0.00	0.00	0.00	0.00	77.00	82.00	15.00	0.00	0.00	25.00
26.00	10/25/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	92.00	92.00	0.00	7.00	7.00	26.00
27.00	10/26/2021	129	0.00	0.00	0.00	0.00	0.00	0.00	93.00	93.00	0.00	8.00	8.00	27.00
28.00	10/27/2021	131	0.00	0.00	0.00	0.00	0.00	0.00	89.00	89.00	0.00	8.00	8.00	28.00
29.00	10/28/2021	133	0.00	0.00	0.00	0.00	0.00	0.00	85.00	85.00	0.00	7.00	7.00	29.00
30.00	10/29/2021	133	0.00	0.00	0.00	0.00	0.00	0.00	95.00	95.00	0.00	7.00	7.00	30.00
31.00	10/30/2021	132	0.00	0.00	0.00	0.00	0.00	0.00	71.00	71.00	0.00	0.00	0.00	31.00
32.00	10/31/2021	132	0.00	0.00	0.00	0.00	0.00	0.00	44.00	44.00	0.00	0.00	0.00	32.00
33.00	11/01/2021	130	0.00	0.00	0.00	0.00	0.00	0.00	93.00	93.00	0.00	7.00	7.00	33.00
34.00	11/02/2021	125	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00	9.00	9.00	34.00
35.00	11/03/2021	125	0.00	0.00	0.00	0.00	0.00	0.00	86.00	86.00	0.00	8.00	8.00	35.00
36.00	11/04/2021	122	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00	14.00	14.00	36.00
37.00	11/05/2021	122	0.00	0.00	0.00	0.00	0.00	0.00	94.00	94.00	0.00	7.00	7.00	37.00
38.00	11/06/2021	122	0.00	0.00	0.00	0.00	0.00	0.00	77.00	77.00	0.00	6.00	6.00	38.00
39.00	11/07/2021	122	0.00	0.00	0.00	0.00	0.00	0.00	48.00	48.00	0.00	0.00	0.00	39.00
40.00	11/08/2021	119	0.00	0.00	0.00	0.00	0.00	0.00	86.00	86.00	0.00	6.00	6.00	40.00
41.00	11/09/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	82.00	82.00	0.00	8.00	8.00	41.00
42.00	11/10/2021	120	0.00	0.00	0.00	0.00	0.00	0.00	85.00	85.00	0.00	7.00	7.00	42.00
43.00	11/11/2021	120	0.00	0.00	0.00	0.00	0.00	0.00	111.00	111.00	0.00	6.00	6.00	43.00
44.00	11/12/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	66.00	66.00	0.00	7.00	7.00	44.00
45.00	11/13/2021	116	0.00	0.00	0.00	0.00	0.00	0.00	52.00	52.00	0.00	0.00	0.00	45.00
46.00	11/14/2021	116	0.00	0.00	0.00	0.00	0.00	0.00	73.00	57.00	16.00	0.00	0.00	46.00
47.00	11/15/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	76.00	76.00	0.00	7.00	7.00	47.00
48.00	11/16/2021	119	0.00	0.00	0.00	0.00	0.00	0.00	87.00	87.00	0.00	7.00	7.00	48.00
49.00	11/17/2021	120	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00	7.00	7.00	49.00
50.00	11/18/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	90.00	80.00	0.00	7.00	7.00	50.00
51.00	11/19/2021	120	0.00	0.00	0.00	0.00	0.00	0.00	83.00	83.00	0.00	8.00	8.00	51.00
52.00	11/20/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	60.00	60.00	0.00	0.00	0.00	52.00
53.00	11/21/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	48.00	48.00	0.00	0.00	0.00	53.00
54.00	11/22/2021	116	0.00	0.00	0.00	0.00	0.00	0.00	83.00	83.00	0.00	7.00	7.00	54.00



Facility D.B.A. Name ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:07 am MCRIF32 Version: 45.6.174.1	
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PAYROLL-BASED JOURNAL PUBLIC USE FILE

Quarter: 12/10/2021

	Work Date	MDS Census	Total Registered Nurse Directs of Nursing Hours	Employee Registered Nurse Directs of Nursing Hours	Contracted Registered Nurse Directs of Nursing Hours	Total Registered Nurse Administration Hours	Employee Registered Nurse Administration Hours	Contracted Registered Nurse Administration Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administration Hours	Employee Licensed Practical Nurse Administration Hours
		1.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00
55.00	11/23/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	83.00	83.00	0.00	4.00	4.00
56.00	11/24/2021	115	0.00	0.00	0.00	0.00	0.00	0.00	69.00	69.00	0.00	6.00	6.00
57.00	11/25/2021	115	0.00	0.00	0.00	0.00	0.00	0.00	61.00	61.00	0.00	0.00	0.00
58.00	11/26/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	71.00	71.00	0.00	1.00	1.00
59.00	11/27/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	51.00	51.00	0.00	0.00	0.00
60.00	11/28/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	36.00	36.00	0.00	0.00	0.00
61.00	11/29/2021	115	0.00	0.00	0.00	0.00	0.00	0.00	72.00	72.00	0.00	7.00	7.00
62.00	11/30/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	77.00	77.00	0.00	7.00	7.00
63.00	12/01/2021	119	0.00	0.00	0.00	0.00	0.00	0.00	97.00	97.00	0.00	13.00	13.00
64.00	12/02/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	97.00	97.00	0.00	6.00	6.00
65.00	12/03/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	69.00	69.00	0.00	8.00	8.00
66.00	12/04/2021	117	0.00	0.00	0.00	0.00	0.00	0.00	41.00	41.00	0.00	0.00	0.00
67.00	12/05/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	41.00	41.00	0.00	0.00	0.00
68.00	12/06/2021	114	0.00	0.00	0.00	0.00	0.00	0.00	75.00	75.00	0.00	6.00	6.00
69.00	12/07/2021	115	0.00	0.00	0.00	0.00	0.00	0.00	83.00	83.00	0.00	0.00	0.00
70.00	12/08/2021	114	0.00	0.00	0.00	0.00	0.00	0.00	74.00	74.00	0.00	0.00	0.00
71.00	12/09/2021	113	0.00	0.00	0.00	0.00	0.00	0.00	59.00	59.00	0.00	0.00	0.00
72.00	12/10/2021	115	0.00	0.00	0.00	0.00	0.00	0.00	82.00	82.00	0.00	0.00	0.00
74.00	<b>TOTAL</b>	<b>8,792</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,468.00</b>	<b>5,462.00</b>	<b>62.00</b>	<b>317.00</b>	<b>317.00</b>

Quarter: 12/10/2021

	Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aide / Technician Hours	Employee Med Aide / Technician Hours	Contracted Med Aide / Technician Hours
	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00	26.00
2.00	0.00	151.00	135.00	16.00	289.00	195.00	95.00	70.00	70.00	0.00	0.00	0.00	0.00
3.00	0.00	60.00	60.00	0.00	297.00	213.00	84.00	8.00	8.00	0.00	0.00	0.00	0.00
4.00	0.00	93.00	93.00	0.00	286.00	200.00	87.00	8.00	8.00	0.00	0.00	0.00	0.00
5.00	0.00	138.00	130.00	7.00	304.00	225.00	79.00	72.00	72.00	0.00	0.00	0.00	0.00
6.00	0.00	136.00	120.00	16.00	377.00	244.00	134.00	43.00	43.00	0.00	0.00	0.00	0.00
7.00	0.00	153.00	145.00	8.00	324.00	214.00	110.00	72.00	72.00	0.00	0.00	0.00	0.00
8.00	0.00	150.00	142.00	8.00	339.00	249.00	111.00	71.00	71.00	0.00	0.00	0.00	0.00
9.00	0.00	137.00	137.00	0.00	383.00	237.00	126.00	70.00	70.00	0.00	0.00	0.00	0.00
10.00	0.00	96.00	96.00	0.00	364.00	247.00	118.00	0.00	0.00	0.00	0.00	0.00	0.00
11.00	0.00	89.00	89.00	0.00	337.00	265.00	72.00	0.00	0.00	0.00	0.00	0.00	0.00
12.00	0.00	167.00	142.00	25.00	338.00	242.00	96.00	39.00	39.00	0.00	0.00	0.00	0.00
13.00	0.00	155.00	131.00	24.00	337.00	211.00	126.00	55.00	55.00	0.00	0.00	0.00	0.00
14.00	0.00	162.00	138.00	24.00	325.00	206.00	119.00	71.00	71.00	0.00	0.00	0.00	0.00
15.00	0.00	154.00	144.00	10.00	363.00	237.00	126.00	89.00	89.00	0.00	0.00	0.00	0.00
16.00	0.00	138.00	129.00	9.00	361.00	221.00	140.00	66.00	66.00	0.00	0.00	0.00	0.00
17.00	0.00	88.00	77.00	9.00	344.00	242.00	102.00	0.00	0.00	0.00	0.00	0.00	0.00
18.00	0.00	78.00	70.00	8.00	299.00	228.00	71.00	0.00	0.00	0.00	0.00	0.00	0.00
19.00	0.00	141.00	133.00	8.00	346.00	234.00	113.00	0.00	0.00	0.00	0.00	0.00	0.00
20.00	0.00	138.00	130.00	8.00	333.00	224.00	79.00	4.00	4.00	0.00	0.00	0.00	0.00
21.00	0.00	152.00	144.00	8.00	363.00	240.00	123.00	71.00	71.00	0.00	0.00	0.00	0.00
22.00	0.00	144.00	136.00	8.00	359.00	241.00	118.00	71.00	71.00	0.00	0.00	0.00	0.00
23.00	0.00	149.00	141.00	8.00	335.00	216.00	119.00	54.00	54.00	0.00	0.00	0.00	0.00
24.00	0.00	88.00	78.00	9.00	288.00	194.00	95.00	8.00	8.00	0.00	0.00	0.00	0.00
25.00	0.00	79.00	79.00	0.00	222.00	191.00	32.00	17.00	17.00	0.00	0.00	0.00	0.00
26.00	0.00	124.00	124.00	0.00	331.00	213.00	118.00	40.00	40.00	0.00	0.00	0.00	0.00
27.00	0.00	134.00	126.00	8.00	339.00	205.00	134.00	40.00	40.00	0.00	0.00	0.00	0.00
28.00	0.00	130.00	122.00	8.00	371.00	221.00	130.00	52.00	52.00	0.00	0.00	0.00	0.00
29.00	0.00	146.00	130.00	16.00	364.00	223.00	142.00	47.00	47.00	0.00	0.00	0.00	0.00



Facility D.B.A. Name  
**ESKATON CARE CENTER FAIR OAKS**

Report Period  
 End: 12/31/2021

Run Date Time: 7/22/2022 10:07 am  
 MCRIF32  
 Version: LTCIR  
 45 6 174.1



PAYROLL-BASED JOURNAL PUBLIC USE FILE

12.3


Quarter: 12/16/2021

	Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee-Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aide / Technician Hours	Employee Med Aide / Technician Hours	Contracted Med Aide / Technician Hours
30.00	0.00	135.00	135.00	0.00	367.00	341.00	126.00	47.00	47.00	0.00	0.00	0.00	0.00
31.00	0.00	101.00	101.00	0.00	354.00	235.00	119.00	15.00	15.00	0.00	0.00	0.00	0.00
32.00	0.00	106.00	106.00	0.00	321.00	233.00	88.00	20.00	20.00	0.00	0.00	0.00	0.00
33.00	0.00	150.00	150.00	0.00	306.00	197.00	109.00	47.00	47.00	0.00	0.00	0.00	0.00
34.00	0.00	151.00	147.00	4.00	360.00	213.00	146.00	47.00	47.00	0.00	0.00	0.00	0.00
35.00	0.00	153.00	153.00	0.00	349.00	231.00	109.00	47.00	47.00	0.00	0.00	0.00	0.00
36.00	0.00	143.00	143.00	0.00	357.00	230.00	127.00	45.00	45.00	0.00	0.00	0.00	0.00
37.00	0.00	108.00	108.00	0.00	338.00	194.00	134.00	33.00	33.00	0.00	0.00	0.00	0.00
38.00	0.00	77.00	77.00	0.00	238.00	167.00	72.00	8.00	8.00	0.00	0.00	0.00	0.00
39.00	0.00	97.00	97.00	0.00	285.00	221.00	44.00	8.00	8.00	0.00	0.00	0.00	0.00
40.00	0.00	125.00	125.00	0.00	275.00	136.00	119.00	46.00	46.00	0.00	0.00	0.00	0.00
41.00	0.00	143.00	143.00	0.00	328.00	210.00	118.00	34.00	34.00	0.00	0.00	0.00	0.00
42.00	0.00	140.00	132.00	8.00	343.00	212.00	131.00	39.00	39.00	0.00	0.00	0.00	0.00
43.00	0.00	106.00	98.00	8.00	322.00	220.00	102.00	43.00	43.00	0.00	0.00	0.00	0.00
44.00	0.00	103.00	103.00	0.00	284.00	189.00	96.00	15.00	15.00	0.00	0.00	0.00	0.00
45.00	0.00	81.00	81.00	0.00	256.00	177.00	79.00	8.00	8.00	0.00	0.00	0.00	0.00
46.00	0.00	80.00	72.00	8.00	268.00	172.00	96.00	13.00	13.00	0.00	0.00	0.00	0.00
47.00	0.00	127.00	119.00	8.00	316.00	205.00	111.00	32.00	32.00	0.00	0.00	0.00	0.00
48.00	0.00	101.00	93.00	8.00	281.00	204.00	79.00	40.00	40.00	0.00	0.00	0.00	0.00
49.00	0.00	149.00	141.00	8.00	296.00	177.00	119.00	34.00	34.00	0.00	0.00	0.00	0.00
50.00	0.00	130.00	121.00	9.00	331.00	206.00	125.00	24.00	24.00	0.00	0.00	0.00	0.00
51.00	0.00	136.00	136.00	0.00	291.00	164.00	127.00	21.00	21.00	0.00	0.00	0.00	0.00
52.00	0.00	97.00	97.00	0.00	326.00	224.00	103.00	7.00	7.00	0.00	0.00	0.00	0.00
53.00	0.00	113.00	111.00	2.00	272.00	201.00	71.00	15.00	15.00	0.00	0.00	0.00	0.00
54.00	0.00	137.00	137.00	0.00	338.00	218.00	121.00	31.00	31.00	0.00	0.00	0.00	0.00
55.00	0.00	135.00	135.00	0.00	351.00	309.00	143.00	14.00	14.00	0.00	0.00	0.00	0.00
56.00	0.00	123.00	123.00	0.00	292.00	193.00	100.00	15.00	15.00	0.00	0.00	0.00	0.00
57.00	0.00	88.00	88.00	0.00	237.00	186.00	71.00	30.00	30.00	0.00	0.00	0.00	0.00
58.00	0.00	69.00	69.00	0.00	283.00	196.00	87.00	22.00	22.00	0.00	0.00	0.00	0.00
59.00	0.00	79.00	79.00	0.00	307.00	213.00	94.00	23.00	23.00	0.00	0.00	0.00	0.00
60.00	0.00	89.00	81.00	8.00	230.00	176.00	54.00	23.00	23.00	0.00	0.00	0.00	0.00
61.00	0.00	143.00	135.00	8.00	213.00	181.00	32.00	23.00	23.00	0.00	0.00	0.00	0.00
62.00	0.00	140.00	140.00	0.00	227.00	203.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00
63.00	0.00	141.00	141.00	0.00	302.00	191.00	111.00	22.00	22.00	0.00	0.00	0.00	0.00
64.00	0.00	124.00	124.00	0.00	289.00	179.00	110.00	7.00	7.00	0.00	0.00	0.00	0.00
65.00	0.00	139.00	139.00	0.00	281.00	186.00	94.00	50.00	50.00	0.00	0.00	0.00	0.00
66.00	0.00	97.00	97.00	0.00	258.00	156.00	102.00	19.00	19.00	0.00	0.00	0.00	0.00
67.00	0.00	95.00	95.00	0.00	241.00	143.00	119.00	12.00	12.00	0.00	0.00	0.00	0.00
68.00	0.00	138.00	130.00	8.00	328.00	193.00	130.00	48.00	48.00	0.00	0.00	0.00	0.00
69.00	0.00	122.00	122.00	0.00	363.00	176.00	188.00	52.00	52.00	0.00	0.00	0.00	0.00
70.00	0.00	115.00	99.00	16.00	329.00	172.00	157.00	86.00	86.00	0.00	0.00	0.00	0.00
71.00	0.00	112.00	96.00	16.00	319.00	215.00	104.00	78.00	78.00	0.00	0.00	0.00	0.00
72.00	0.00	130.00	122.00	8.00	297.00	194.00	104.00	35.00	35.00	0.00	0.00	0.00	0.00
94.00	8.00	8,634.00	8,282.00	368.00	22,274.00	14,766.00	7,519.00	2,448.00	2,448.00	0.00	0.00	0.00	0.00

**SECTION 999.5(d)(5)(C)**

**7) Medi-Cal Cost Report data for Fair Oaks dated December 31, 2020**

**Please note that information unrelated to Fair Oaks, Greenhaven, and Manzanita has been redacted.**

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:08 pm MCRIF32 Version: 44.8.172.4	
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## INTEGRATED DISCLOSURE AND MEDICAL COST REPORT

### GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES, INCORPORATED		2. State License Number: 000000190	3. Medi-Cal Provider Number: LTC551531	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER FAIR OAKS		5. Facility Branch Phone: 9169614347		
6. Facility Street Address: 11300 FAIR OAKS BOULEVARD	7. City: FAIR OAKS	8. Zip Code: 956285172		
9. Mailing Address - Street or P.O. Box (if different)	10. City	11. Zip Code:		
12. Administrator: STEPHEN PIPE				
13. Report Contact Person: PATRICIA F. SKARSHAUG		14. Phone Number: 9163340910		Ext: NONE
15. Mailing Address - Street or P.O. Box: 5108 MANZANITA AVENUE		16. City: CARMICHAEL	17. State: CA	18. Zip Code: 95609508
19. Previous Name of Facility if Changed Since Previous Report		20. Date of Change		
21. Previous State License Number:		22. Date of Change	23. Previous Medi-Cal Provider No.:	24. Date of Change
25. Reporting Period Begin: 01/01/2020		26. Reporting Period End: 12/31/2020		

### CERTIFICATION

I, STEPHEN PIPE, verify under penalty of perjury as follows: That I am an official of ESKATON CARE CENTER FAIR OAKS (Name of Individual) (Name of Facility (D.B.A.)) and am duly authorized to sign this certification; that the Office of Statewide Health Planning and Development's accounting and reporting system as set forth in the Office's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data on the accompanying reports are based on that system; and that in the best of my knowledge and information I believe such statement and data on the accompanying report to be true and correct, and in compliance with Section 15511.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER FAIR OAKS  
 Name of Facility (D.B.A.)

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

(Signature)

Title: \_\_\_\_\_

ADMINISTRATOR

Address: \_\_\_\_\_

11300 FAIR OAKS BOULEVARD

FAIR OAKS, CA 95628

### NOTICE


Please be advised that submission of cost reports for items or services which were not provided, are not reimbursable under the Medi-Cal program; or are claimed in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14123.2.

All Facilities, mail original and two copies to:  
 Office of Statewide Health Planning and Development  
 Accounting and Reporting Systems Section  
 2020 West El Camino Avenue, Suite 1100  
 Sacramento, CA 95833

DO NOT MAIL ANY REPORT  
 TO DEPARTMENT OF HEALTH SERVICES

Telephone: (916) 338-3854



Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION

2.1

	License Category (Check Only One)	(X)	Third Party Payor Programs (Complete all that apply)	Date Certified	(X)	
1.00	SKILLED NURSING FACILITY		MEDICARE	01/23/1986	X	1.00
2.00	INTERMEDIATE CARE FACILITY		MEDI-CAL/SNF	01/23/1986		2.00
3.00	SNF/RESIDENTIAL		MEDI-CAL/ICF			3.00
4.00	ICF/RESIDENTIAL		MEDI-CAL/MD			4.00
5.00	CONGREGATE LIVING HEALTH FACILITY		MEDI-CAL/DD			5.00
6.00			SHORT-DOYLE			6.00
7.00			VA			7.00
8.00			CHAMPUS			8.00
9.00			OTHER (DESCRIBE)			9.00
	Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)	(X)		
10.00	CHURCH RELATED		CORPORATION			10.00
11.00	NOT-FOR-PROFIT	X	DIVISION OF A CORPORATION		X	11.00
12.00	INVESTOR OWNED		PARTNERSHIP			12.00
13.00	GOVERNMENT:		PROPRIETORSHIP			13.00
14.00	- STATE		OTHER (DESCRIBE)			14.00
15.00	- COUNTY					
16.00	- CITY/COUNTY					
17.00	- CITY					
18.00	- DISTRICT					

Describe any items which management believes may have a significant effect on the data in this report:

25.00	
26.00	
27.00	
28.00	
29.00	
30.00	



Facility D.B.A. Name:  
ESKATON CARE CENTER FAIR OAKS

Report Period  
End: 12/31/2020

Run Date Time: 7/16/2021 3:08 pm  
MCRIF32  
LTCIR  
Version: 44.8.172.4



## SERVICES INVENTORY

2.2

Health Services		Code*	
		1.00	
1.00	Pharmacy	3	1.00
2.00	Patient Supplies	1	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	1	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	1	7.00
8.00	Occupational Therapy	1	8.00
9.00	AUDIOLOGY	5	9.00
10.00	PROSTHETIC DEVICES	5	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	5	12.00
13.00	DENTAL CARE	5	13.00
14.00	PODIATRIC CARE	5	14.00
15.00	CHIROPRACTIC CARE	5	15.00
16.00	OPTOMETRIC CARE	5	16.00
17.00	PSYCHIATRIC CARE	5	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 10.1, columns 1, 2, and 3.

2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 10.1, column 3.

3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 10.1, column 3.

4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.

5 - Service NOT MAINTAINED in facility and no formal referral agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.

6 - Service MAINTAINED, but not used during reporting cycle.

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FACILITY ORGANIZATION AND OTHER INFORMATION

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

1.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a:

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: ESKATON PROPERTIES, INCORPORATED

20.00 Address: 5105 MANZANITA AVE

25.00 City: CARMICHAEL

30. State: CA

35. ZIP: 95606


D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

	Name 1.00	Street Name & Number 2.00	City 3.00	State 4.00	Zip Code 5.00	% of Ownership 6.00	
40.00	ESKATON CARE CENTER GREENHAVEN	455 FLORIN ROAD	SACRAMENTO	CA	95831	100	40.00
41.00	ESKATON CARE CENTER MANZANITA	5313 MANZANITA AVE	CARMICHAEL	CA	95608	100	41.00

46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

90.00							90.00
91.00							91.00
92.00							92.00
93.00							93.00
94.00							94.00
95.00							95.00
96.00							96.00
97.00							97.00
98.00							98.00
99.00							99.00
100.00							100.00
101.00							101.00
102.00							102.00


Facility D.B.A. Name: <b>ESKATON CARE CENTER FAIR OAKS</b>	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:08 pm MCRIF32: <b>LTCIR</b> Version: 44.8.172.4	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

103.00		103.00
104.00		104.00
105.00		105.00
106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm <b>LTCIR</b> 44.8.172.4	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name	Occupation	
	1.00	2.00	
130.00	SUSAN DEMARCIOS	CA COUNCIL OF ALZHEIMER'S ASSO	130.00
131.00	ROBERT EDMONDSON	CONSULTANT	131.00
132.00	DOUGLAS ELMETS	CONSULTANT	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	PATRICIA MCFARLAND	RN - RETIRED	134.00
135.00	JACQUELYN KUNG	CONSULTANT	135.00
136.00			136.00
137.00			137.00
138.00			138.00
139.00			139.00
140.00			140.00
141.00			141.00
142.00			142.00
143.00			143.00
144.00			144.00
145.00			145.00

G. Does the facility use a management company?

500.00  Yes  No (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_

210.00 Address: \_\_\_\_\_

215.00 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00



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RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

3.3

FOR MEDICAL PROVIDERS, ONLY

M. Are Financial Statements available for the reporting period?

325.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(IF "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocation	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	ADMINISTRATION	1730	1,363,788	SUPPORT MANAGEMENT	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			1,363,788	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00	ADMINISTRATION	1730	1,634,423	SUPPORT MANAGEMENT	344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			1,634,423	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			2,998,211	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of depreciation, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No


(If "Yes" and through a savings and loan, include the name and address on lines 365 through 369 below)

(If "Yes" and through a standard trust system, complete lines 370 through 375)

365.00 Name: \_\_\_\_\_  
 366.00 Address: \_\_\_\_\_  
 367.00 City: \_\_\_\_\_ 368. State: \_\_\_\_\_ 369. Zip: \_\_\_\_\_

PATIENT TRUST ACTIVITY ACCOUNT

	1.00	
370.00 Balance of Trust Account at beginning of the reporting period	0	370.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	0	371.00
372.00 Interest Added / Earned	0	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	0	373.00
374.00 Total Trust Account Expenditures	0	374.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	0	375.00

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FACILITY PATIENT DAYS BY PAYER

4.1

PATIENT (Column) DAYS		Account Number	Medicare	Medi-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
			1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>									
5.00	Skilled Nursing Care	3100	1,805	34,122	1,590	8,140	0	45,657	5.00
10.00	Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00	Mentally Disabled Care	3300	0	0	0	0	0	0	15.00
20.00	Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00	Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00	Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00	Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00	Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00	Subtotal (Lines 5 through 45)		1,805	34,122	1,590	8,140	0	45,657	70.00



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FACILITY REVENUE INFORMATION

	GROSS REVENUE	Account Number	Medicare		Medi-Cal		Self-Pay		Managed Care		
			Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 00	Outpatient 40	Inpatient 01	Outpatient 41	
			1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care	3100	1,047,315		11,960,215		992,642		3,569,084		5.00
10.00	Intermediate Care	3200	0		0		0		0		10.00
15.00	Mentally Disabled Care	3300	0		0		0		0		15.00
20.00	Developmentally Disabled Care	3400	0		0		0		0		20.00
25.00	Sub-Acute Care	3500	0		0		0		0		25.00
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0		30.00
35.00	Transitional Inpatient Care	3700	0		0		0		0		35.00
40.00	Hospice Inpatient Care	3800	0		0		0		0		40.00
45.00	Other Respite Services	3900	0		0		0		0		45.00
70.00	Subtotal (Lines 5 through 45)		1,047,315		11,960,215		992,642		3,569,084		70.00
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies	4100	211	0	3,970	0	404	0	2,192	0	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	4200	136,006	0	0	0	0	0	533,641	0	115.00
120.00	Respiratory Therapy	4220	0	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	137,201	0	0	0	0	0	473,219	0	125.00
130.00	Speech Therapy	4260	41,935	0	0	0	0	0	117,592	0	130.00
135.00	Pharmacy	4300	163,510	0	0	0	0	0	576,993	0	135.00
140.00	Laboratory	4400	35,833	0	0	0	0	0	133,167	0	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	38,074	0	33,086	0	8,368	0	309,654	0	155.00
170.00	Subtotal (Lines 105 through 155)		872,779	0	37,056	0	6,772	0	1,946,458	0	170.00
175.00	Total (Lines 70 and 170)		1,920,094	0	11,997,271	0	999,414	0	5,515,542	0	175.00
<b>Other Payers</b>											
			Inpatient 09		Outpatient 49		Total				
			9.00		10.00		11.00		12.00		
	GROSS REVENUE				Inpatient (ex. 1,3,5,7,9)	Outpatient (ex. 2,4,6,8,10)					
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care		0		17,569,056						5.00
10.00	Intermediate Care		0		0						10.00
15.00	Mentally Disabled Care		0		0						15.00
20.00	Developmentally Disabled Care		0		0						20.00
25.00	Sub-Acute Care		0		0						25.00
30.00	Sub-Acute Care-Pediatric		0		0						30.00
35.00	Transitional Inpatient Care		0		0						35.00
40.00	Hospice Inpatient Care		0		0						40.00
45.00	Other Respite Services		0		0						45.00
70.00	Subtotal (Lines 5 through 45)		0		17,569,056						70.00
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies		0	0	6,777	0					105.00
110.00	Specialized Support Staff		0	0	0	0					110.00
115.00	Physical Therapy		0	0	689,647	0					115.00
120.00	Respiratory Therapy		0	0	0	0					120.00
125.00	Occupational Therapy		0	0	810,430	0					125.00
130.00	Speech Therapy		0	0	139,527	0					130.00
135.00	Pharmacy		0	0	748,563	0					135.00
140.00	Laboratory		0	0	169,000	0					140.00
145.00	Home Health Services		0	0	0	0					145.00
155.00	Other Ancillary Services		0	0	187,182	0					155.00
170.00	Subtotal (Lines 105 through 155)		0	0	2,563,056	0					170.00
175.00	Total (Lines 70 and 170)		0	0	20,132,112	0					175.00
<b>DEDUCTIONS FROM REVENUE</b>											
		Account Number	Amount								
			1.00								
205.00	Charity Adjustments	5100	0								205.00
210.00	Administrative Adjustments	5200	72,946								210.00


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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-997,431	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	2,688,499	220.00
222.00	Contractual Adjustments - Managed Care	5330	673,733	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		2,437,747	240.00




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## OTHER CENSUS AND REVENUE INFORMATION

4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	149	5.00
10.00	Average (Monthly average)	149	10.00
<b>Available Beds:</b>			
20.00	End of Period	149	20.00
25.00	Average (Monthly average)	149	25.00
40.00	Admissions (Excluding transfers)	464	40.00
45.00	Discharges (Excluding transfers)	421	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Last 10 X days in reporting period) X 100)	83.72	60.00
<b>PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS</b>		<b>Total</b>	<b>Medi-Cal</b>
		1.00	2.00
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0 100.00
115.00	Other Sub-Acute Care	0	0 115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0 120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0 130.00
145.00	Other Sub-Acute Care - Pediatric	0	0 145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0 150.00
165.00	Transitional Inpatient Care - Medical	0	0 165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0 170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0 175.00
<b>RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY</b>		<b>Amount</b>	
		1.00	
<b>FOR MEDI-CAL PROVIDERS, ONLY</b>			
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0	200.00
205.00	Less: Patient Liability	0	205.00
210.00	Less: Third Party and Other Liability	0	210.00
215.00	Less: Noncovered Charges	0	215.00
240.00	Less: Other	0	240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0	250.00

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BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities, Only)

ASSETS		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	1,000	1,175	0	1,000	0
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (trust agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	1,712,218	2,146,436	0	1,712,218	0
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	(9,199)	(166,538)	0	(9,199)	0
30.00	Receivables from third party payors for contract settlement	1050	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	26,155	26,707	0	26,155	0
50.00	Receivables from related parties, current	1090	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	40,351	53,490	0	40,351	0
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,710,526</b>	<b>2,965,200</b>	<b>0</b>	<b>1,710,526</b>	<b>0</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1160	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	832,122	832,122	0	832,122	0
100.00	Land improvements	1210	503,561	503,561	0	503,561	0
105.00	Buildings and improvements	1220	5,706,342	5,706,342	0	5,706,342	0
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	(6,138,495)	(5,706,542)	0	(6,138,495)	0
115.00	Leasehold improvements	1230	4,489,691	4,402,301	0	4,489,691	0
120.00	Less accumulated depreciation - leasehold improvements	1280	(3,118,162)	(2,947,311)	0	(3,118,162)	0
125.00	Equipment	1240	2,815,189	2,718,234	0	2,815,189	0
130.00	Less accumulated depreciation - equipment	1290	(2,025,147)	(2,110,946)	0	(2,202,347)	0
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>2,887,883</b>	<b>2,998,061</b>	<b>0</b>	<b>2,887,883</b>	<b>0</b>
140.00	Construction-in-progress	1250	129,410	51,355	0	129,410	0
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	0	0	0	0	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	0	0	0	0	0
155.00	Other investments - at cost	1330	0	0	0	0	0
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	4,862	2,558	0	4,862	0
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 149 through 165)</b>		<b>4,862</b>	<b>2,558</b>	<b>0</b>	<b>4,862</b>	<b>0</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 60, 90, 135, 140, 170, and 195) (trust agree with Page 5.2, line 185)</b>		<b>4,732,681</b>	<b>5,115,174</b>	<b>0</b>	<b>4,732,681</b>	<b>0</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		0	0			210.00
215.00	Cost to complete construction in progress (Line 140)		129,410	51,355			215.00



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## BALANCE SHEET - GENERAL FUND

5.2

LIABILITIES AND EQUITY		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT LIABILITIES</b>							
5.00	Notes and loans payable	2000	183,746	2,290,357	0	183,746	0
10.00	Accounts payable	2010	235,952	253,637	0	235,952	0
15.00	Accrued compensation and related liabilities	2020	470,909	353,178	0	470,909	0
20.00	Other accrued liabilities	2030	69,501	0	0	69,501	0
25.00	Advances from third party payors	2040	0	0	0	0	0
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	0
35.00	Due to restricted funds	2060	0	0	0	0	0
40.00	Income taxes payable	2070	0	6,399	0	0	0
45.00	Payables to related parties, current	2080	0	0	0	0	0
50.00	Current maturities of long term debt (Must agree with line 125)		0	0	0	0	0
55.00	Other current liabilities	2090	3,028	95,070	0	3,028	0
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>963,136</b>	<b>2,999,241</b>	<b>0</b>	<b>963,136</b>	<b>0</b>
<b>DEFERRED CREDITS</b>							
65.00	Deferred income taxes	2110	0	0	0	0	0
70.00	Deferred third-party income	2120	8,979	0	0	8,979	0
75.00	Other deferred credits	2130	0	0	0	0	0
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>8,979</b>	<b>0</b>	<b>0</b>	<b>8,979</b>	<b>0</b>
<b>LONG-TERM DEBT</b>							
85.00	Mortgages payable	2210	0	0	0	0	0
90.00	Construction loans	2220	0	0	0	0	0
95.00	Notes receivable revolving credit	2230	0	0	0	0	0
100.00	Capitalized lease obligations	2240	0	0	0	0	0
105.00	Bonds payable	2250	1,904,211	0	0	1,904,211	0
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	0
115.00	Other noncurrent liabilities	2270	0	0	0	0	0
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		<b>1,904,211</b>	<b>0</b>	<b>0</b>	<b>1,904,211</b>	<b>0</b>
125.00	Less amount shown as current maturities (Must agree with line 50)		0	0	0	0	0
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>1,904,211</b>	<b>0</b>	<b>0</b>	<b>1,904,211</b>	<b>0</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>2,876,326</b>	<b>2,999,241</b>	<b>0</b>	<b>2,876,326</b>	<b>0</b>
<b>FUND EQUITY (not-for-profit)</b>							
140.00	General fund balance	2410 & 2430	1,856,355	2,115,933	0	1,856,355	0
145.00	Divisional fund balance	2460	0	0	0	0	0
<b>EQUITY (investor-owned)</b>							
150.00	Preferred stock	2410	0	0	0	0	0
155.00	Common stock	2420	0	0	0	0	0
160.00	Additional paid-in capital	2430	0	0	0	0	0
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	0
170.00	Less treasury stock	2450	0	0	0	0	0
175.00	Divisional equity	2460	0	0	0	0	0
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>1,856,355</b>	<b>2,115,933</b>	<b>0</b>	<b>1,856,355</b>	<b>0</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 5.1, line 200)</b>		<b>4,732,681</b>	<b>5,115,174</b>	<b>0</b>	<b>4,732,681</b>	<b>0</b>

\* From Page 3.4

\*\* Combine Column 1 and 3

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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)	
	1.00	2.00	3.00	4.00	5.00	6.00	
1.00	105	2019	4,100,000	2029	5.25	1,904,211	1.00
2.00			0		0.00	0	2.00
3.00			0		0.00	0	3.00
4.00			0		0.00	0	4.00
5.00			0		0.00	0	5.00
6.00			0		0.00	0	6.00
7.00			0		0.00	0	7.00
8.00			0		0.00	0	8.00
9.00			0		0.00	0	9.00
10.00			0		0.00	0	10.00
11.00			0		0.00	0	11.00
12.00			0		0.00	0	12.00
13.00			0		0.00	0	13.00
14.00			0		0.00	0	14.00
15.00			0		0.00	0	15.00
16.00			0		0.00	0	16.00
17.00			0		0.00	0	17.00
18.00			0		0.00	0	18.00
19.00			0		0.00	0	19.00
20.00			0		0.00	0	20.00

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.

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**ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL**

5.4

	DESCRIPTION	Page 5.1 = A Page 5.2 = L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00


(\*) Disclosure must also be complete on Page 10.4, as applicable.



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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
			100	200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P.4.2 Col.11 Ln.70	17,509,056	17,509,056	5.00
7.00	Gross Ancillary Services Net Revenue	P.4.2 Col.11 + C.12 Ln.170	2,563,056	2,563,046	7.00
10.00	Less: Deductions from Revenue	P.4.2 Col.1 Ln.740	2,437,747	2,437,749	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	<b>17,634,365</b>	<b>17,634,353</b>	<b>15.00</b>
20.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	6,287	6,287	20.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 20	<b>17,700,652</b>	<b>17,700,640</b>	<b>25.00</b>
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	8110	7,682,616	6,372,739	30.00
35.00	Intermediate Care	8120	0	0	35.00
40.00	Mentally Disabled Care	8130	0	0	40.00
45.00	Developmentally Disabled Care	8140	0	0	45.00
50.00	Sub-Acute Care	8150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	8160	0	0	51.00
53.00	Transitional Inpatient Care	8170	0	0	53.00
55.00	Hospice Inpatient Care	8180	0	0	55.00
60.00	Other Routine Services	8190	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	<b>7,682,616</b>	<b>6,372,739</b>	<b>65.00</b>
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	8100	47	57,241	70.00
72.00	Specialized Support Staff	8150	0	0	72.00
75.00	Physical Therapy	8200	613,828	500,610	75.00
76.00	Respiratory Therapy	8220	0	0	76.00
77.00	Occupational Therapy	8230	662,601	561,395	77.00
78.00	Speech Therapy	8280	148,802	126,113	78.00
80.00	Pharmacy	8300	365,721	321,622	80.00
85.00	Laboratory	8400	101,977	101,977	85.00
90.00	Home Health Services	8500	0	0	90.00
95.00	Other Ancillary Services	8900	79,748	125,847	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	<b>1,972,744</b>	<b>1,813,398</b>	<b>100.00</b>
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Plant Operations and Maintenance	6200	737,938	695,550	105.00
110.00	Housekeeping	6300	392,009	345,185	110.00
115.00	Laundry and Linen	6400	147,084	128,088	115.00
120.00	Dietary	6500	1,081,833	980,221	120.00
125.00	Social Services	6600	132,500	118,962	125.00
130.00	Activities	6700	312,059	95,969	130.00
135.00	Inservice Education - Nursing	6800	101,193	85,784	135.00
140.00	Administration	6900	3,972,864	4,767,599	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	<b>6,677,477</b>	<b>9,237,368</b>	<b>145.00</b>
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	299,629	292,448	155.00
160.00	Leases and Rentals	7200	3,956	0	160.00
165.00	Property Taxes	7300	4,582	4,582	165.00
170.00	Property Insurance	7400	24,023	394,363	170.00
175.00	Interest - Property, Plant and Equipment	7500	52,224	0	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	<b>386,413</b>	<b>691,693</b>	<b>180.00</b>
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	59,405	185.00
190.00	Provision for Bad Debts	7700	156,739	151,067	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	<b>156,739</b>	<b>210,472</b>	<b>195.00</b>
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of Lines 65, 100, 145, 180 & 195	<b>16,878,989</b>	<b>18,305,987</b>	<b>200.00</b>
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	<b>821,663</b>	<b>-605,347</b>	<b>205.00</b>
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	0	0	<b>210.00</b>
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY</b>	Lines 205 + 210	<b>821,663</b>	<b>-605,347</b>	<b>215.00</b>
<b>PROVISION FOR INCOME TAXES</b>					
220.00	Current	9200	0	0	220.00
225.00	Deferred	9200	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	<b>0</b>	<b>0</b>	<b>230.00</b>


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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
			1.00	2.00	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	824,663	-604,447	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	824,663	-604,447	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Forgone Charges at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.



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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	ALL FACILITIES				RESIDENTIAL CARE FACILITIES, ONLY			Balanced To Be Apportioned [C4 - (C5 + C6)]	
		Salaries and Wages [1]	Employee Benefits	Other Expenses	Total Expenses (Sum of Cx. 1, 2, 3)	Amount Directly Assignable Residential Care	Amount Directly Assignable Health Care			
		1.00	2.00	3.00	4.00	5.00	6.00	7.00		
5.00 Plant Operations and Maintenance	6200	217,341	62,358	478,239	757,938	0	0	737,938	5.00	
10.00 Housekeeping	6300	240,239	66,825	104,925	392,009	0	0	392,009	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120			180,274	180,274	0	0	180,274	15.00	
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140			112,174	112,174	0	0	112,174	25.00	
30.00 Depreciation & Amortization - Other	7150-7160			7,181	7,181	0	0	7,181	30.00	
35.00 Leases and Rentals	7200			5,956	5,956	0	0	5,956	35.00	
40.00 Property Taxes	7300			4,582	4,582	0	0	4,582	40.00	
45.00 Property Insurance	7400			24,022	24,022	0	0	24,022	45.00	
50.00 Interest - Property, Plant & Equip.	7500			52,224	52,224	0	0	52,224	50.00	
55.00 Interest - Other	7600			0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	97,463	18,995	30,626	147,084	0	0	147,084	60.00	
65.00 Dietary	8500	531,371	101,611	458,851	1,081,833	0	0	1,081,833	65.00	
70.00 Provision for Bad Debts	7700			156,739	156,739	0	0	156,739	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100	0	0	67	67			67	75.00	
77.00 Specialized Support Staff	8150	0	0	0	0			0	77.00	
80.00 Physical Therapy	8200	478,305	93,218	42,305	613,828			613,828	80.00	
81.00 Respiratory Therapy	8220	0	0	0	0			0	81.00	
82.00 Occupational Therapy	8250	516,264	100,616	45,721	662,601			662,601	82.00	
83.00 Speech Therapy	8280	116,416	22,688	9,898	148,802			148,802	83.00	
85.00 Pharmacy	8300	0	0	365,721	365,721			365,721	85.00	
90.00 Laboratory	8400	0	0	101,977	101,977			101,977	90.00	
95.00 Home Health Services	8800	0	0	0	0			0	95.00	
100.00 Other Ancillary Services	8900	0	0	79,748	79,748			79,748	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110	5,259,389	1,025,085	1,397,766	7,682,240			7,682,240	105.00	
110.00 Intermediate Care	6120	0	0	0	0			0	110.00	
115.00 Mentally Disordered Care	6130	0	0	0	0			0	115.00	
120.00 Developmentally Disabled Care	6140	0	0	0	0			0	120.00	
125.00 Sub-Acute Care	6150	0	0	0	0			0	125.00	
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0			0	126.00	
128.00 Transitional Input Care	6170	0	0	0	0			0	128.00	
130.00 Hospice Inpatient Care	6180	0	0	0	0			0	130.00	
135.00 Other Routine Services	6190	0	0	0	0			0	135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)					12,557,576	0	0		150.00	
155.00 Social Services	6600	103,774	20,225	8,501	132,500	0	0	132,500	155.00	
160.00 Activities	6700	82,561	16,090	13,408	112,059	0	0	112,059	160.00	
165.00 Administration	6800	721,965	141,095	3,107,801	3,972,861	0	0	3,972,861	165.00	
170.00 Inservice Education - Nursing	6800	79,064	15,409	8,720	103,193	0	0	103,193	170.00	
175.00 Total (See Instructions)		8,456,548	1,644,213	6,795,226	16,875,989	0	9,655,360	7,220,629	175.00	
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)				0					180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)			0	0					185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)			0	0					190.00	

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included as Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.



Facility D.B.A. Name:  
ESKATON CARE CENTER FAIR OAKS

Report Period  
End: 12/31/2020

Run Date Time: 7/16/2021 3:08 pm  
MCRIF32  
Version: 44.8.172.4




EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Apportionment Factor For Residential Case Portion*	Amounts Apportioned To residential Case (C* X CB)	Total Health Care Portion (C4 - (C5 + C9))	Adjustments for Other Operating Revenue (From P 10.2)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for Medi-Cal (From P 10.3)	Adjusted Total Balance for Medi-Cal (C10 + C13)		
		8.00	9.00	10.00	11.00	12.00	13.00	14.00		
5.00 Plant Operations and Maintenance	4200	0.000000	0	737,938	0	737,938	0	737,938	5.00	
10.00 Housekeeping	4300	0.000000	0	392,969	0	392,969	0	392,969	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120	0.000000	0	180,274	0	180,274	0	180,274	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	112,174	0	112,174	0	112,174	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	7,181	0	7,181	0	7,181	30.00	
35.00 Leases and Rentals	7200	0.000000	0	5,956	0	5,956	0	5,956	35.00	
40.00 Property Taxes	7300	0.000000	0	4,582	0	4,582	0	4,582	40.00	
45.00 Property Insurance	7400	0.000000	0	24,622	0	24,622	0	24,622	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	52,224	0	52,224	0	52,224	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	147,864	0	147,864	0	147,864	60.00	
65.00 Dietary	8500	0.000000	0	1,081,833	3,635	1,078,198	0	1,081,833	65.00	
70.00 Provision for Bad Debts	7700	0.000000	0	156,739	0	156,739	0	156,739	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			67	0	67	0	67	75.00	
77.00 Specialized Support Staff	8150			0	0	0	0	0	77.00	
80.00 Physical Therapy	8200			613,828	0	613,828	0	613,828	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			662,601	0	662,601	0	662,601	82.00	
83.00 Speech Therapy	8280			148,802	0	148,802	0	148,802	83.00	
85.00 Pharmacy	8300			368,721	0	368,721	0	368,721	85.00	
90.00 Laboratory	8400			101,977	0	101,977	0	101,977	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			79,748	0	79,748	0	79,748	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			7,482,616	0	7,482,616	0	7,482,616	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Mentally Disordered Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Input Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	132,500	0	132,500	0	132,500	155.00	
160.00 Activities	6700	0.000000	0	112,659	0	112,659	0	112,659	160.00	
165.00 Administration	6900	0.000000	0	3,972,861	2,652	3,970,209	-1,101,534	2,868,327	165.00	
170.00 Inservice Education - Nursing	8800	0.000000	0	101,193	0	101,193	0	101,193	170.00	
175.00 Total (See Instructions)				0	16,878,989	6,287	16,869,702	-1,100,331	15,766,485	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)									180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)									185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)									190.00	

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included as Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Trial Balance Line No.	
			1.00	2.00	
5.00	Vending Machine Commissions	5710	0	3	3.00
10.00	Laundry and Linen Revenue	5720	0	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Donated Supplies	5740	0	165	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	3,635	65	35.00
40.00	Television / Radio Charges	5780	0	3	40.00
45.00	Parking Revenue	5790	0	3	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	85	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	105	165	70.00
75.00	Cash Discounts on Purchases	5850	0		75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	INTEREST/LATE CHARGE A/R REV	5990	2,547	165	85.00
86.00	(DESCRIBE)		0		86.00
87.00	(DESCRIBE)		0		87.00
88.00	(DESCRIBE)		0		88.00
89.00	(DESCRIBE)		0		89.00
90.00	(DESCRIBE)		0		90.00
91.00	(DESCRIBE)		0		91.00
92.00	(DESCRIBE)		0		92.00
93.00	(DESCRIBE)		0		93.00
94.00	(DESCRIBE)		0		94.00
95.00	(DESCRIBE)		0		95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		6,287		100.00

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2




Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 101 Line No	Dist *	Adj Amt Bal/(Deb)	Health Care Portion	Explanation of Adjustment	
	1.00	1.00	3.00	4.00	3.00	4.00	
5.00	Depreciation (excess of Straight Line)			0	0		5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals			0	0		15.00
20.00	Gift, Flowers and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)			0	0		40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service			0	0		60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts	163	A	-154,007	-154,007	BAD DEBITS	75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts			0	0		95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Soap, Waste, etc.			0	0		105.00
110.00	Telephone Service			0	0		110.00
115.00	Trade, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Vending Machine Commissions			0	0		120.00
125.00	Owner Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Revaluation Depreciation and Lowest **			0	0		135.00
140.00	HEALTHCARE	165	A	-618,707	-618,707	HEALTHCARE TRUE UP	140.00
141.00	WORKER'S COM	165	A	-209,335	-209,335	WORKER'S COMP TRUE UP	141.00
142.00	OTHER (SPECIFY)			0	0		142.00
143.00	OTHER (SPECIFY)			0	0		143.00
144.00	OTHER (SPECIFY)			0	0		144.00
145.00	OTHER (SPECIFY)			0	0		145.00
146.00	OTHER (SPECIFY)			0	0		146.00
147.00	OTHER (SPECIFY)			0	0		147.00
148.00	OTHER (SPECIFY)			0	0		148.00
149.00	OTHER (SPECIFY)			0	0		149.00
150.00	OTHER (SPECIFY)			0	0		150.00
151.00	OTHER (SPECIFY)			0	0		151.00
152.00	OTHER (SPECIFY)			0	0		152.00
153.00	OTHER (SPECIFY)			0	0		153.00
154.00	OTHER (SPECIFY)			0	0		154.00
155.00	OTHER (SPECIFY)			0	0		155.00
156.00	OTHER (SPECIFY)			0	0		156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00
170.00	OTHER (SPECIFY)			0	0		170.00

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32: Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No	Basis *	Adj Amt Inc./Dec	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Food Rating			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber			0	0		200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combines lines 005 through 213)			-1,350,109	-1,350,149		220.00

\* Basis: A - Cost

B - Amount Received

\*\* Depreciation and interest expense related to the termination of assets due to change in ownership on or after July 13, 1994.

Facility D.B.A. Name: <b>ESKATON CARE CENTER FAIR OAKS</b>	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:08 pm MCRIF32: <b>LTCIR</b> Version: 44.8.172.4
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RELATED PARTY INFORMATION

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party *	Street (Number and Name)	City	State	Zip Code
	1.00	2.00	3.00	4.00	5.00
1.00	ESKATON PROPERTIES, INCORPORATED	5105 MANZANITA AVE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3)



Facility D.B.A. Name:  
**ESKATON CARE CENTER FAIR OAKS**

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/ Svcs	Description of Goods/ Services Received	Also Provides Goods/ Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Multi-Cal Providers, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00
30.00	ESKATON PROPERTIES, INCORPORATED	0	ADMINISTRATION	No	100	165	1,163,788	1,163,788	470,633	470,633	1,634,423	30.00
31.00		0					0	0	0	0	0	31.00
32.00		0					0	0	0	0	0	32.00
33.00		0					0	0	0	0	0	33.00
34.00		0					0	0	0	0	0	34.00
35.00		0					0	0	0	0	0	35.00
36.00		0					0	0	0	0	0	36.00
37.00		0					0	0	0	0	0	37.00
38.00		0					0	0	0	0	0	38.00
39.00		0					0	0	0	0	0	39.00
40.00		0					0	0	0	0	0	40.00
41.00		0					0	0	0	0	0	41.00
42.00		0					0	0	0	0	0	42.00
43.00		0					0	0	0	0	0	43.00
44.00		0					0	0	0	0	0	44.00
45.00		0					0	0	0	0	0	45.00
46.00		0					0	0	0	0	0	46.00
47.00		0					0	0	0	0	0	47.00
48.00		0					0	0	0	0	0	48.00
49.00		0					0	0	0	0	0	49.00
50.00		0					0	0	0	0	0	50.00
51.00		0					0	0	0	0	0	51.00
52.00		0					0	0	0	0	0	52.00
53.00		0					0	0	0	0	0	53.00
54.00		0					0	0	0	0	0	54.00
55.00		0					0	0	0	0	0	55.00
56.00		0					0	0	0	0	0	56.00
57.00		0					0	0	0	0	0	57.00
58.00		0					0	0	0	0	0	58.00
59.00		0					0	0	0	0	0	59.00
60.00		0					0	0	0	0	0	60.00
61.00		0					0	0	0	0	0	61.00
62.00		0					0	0	0	0	0	62.00
63.00		0					0	0	0	0	0	63.00
64.00		0					0	0	0	0	0	64.00
65.00		0					0	0	0	0	0	65.00
66.00		0					0	0	0	0	0	66.00
67.00		0					0	0	0	0	0	67.00
68.00		0					0	0	0	0	0	68.00
69.00		0					0	0	0	0	0	69.00
70.00		0					0	0	0	0	0	70.00
71.00		0					0	0	0	0	0	71.00
72.00		0					0	0	0	0	0	72.00
73.00		0					0	0	0	0	0	73.00
74.00		0					0	0	0	0	0	74.00
75.00		0					0	0	0	0	0	75.00
76.00		0					0	0	0	0	0	76.00
77.00		0					0	0	0	0	0	77.00
78.00		0					0	0	0	0	0	78.00
79.00		0					0	0	0	0	0	79.00
80.00		0					0	0	0	0	0	80.00
81.00		0					0	0	0	0	0	81.00
82.00		0					0	0	0	0	0	82.00

Facility D.B.A. Name:  
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
100.00	<b>TOTAL ADJUSTMENTS</b>						1,103,788	1,363,788	470,635	470,635	1,634,423	100.00

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable.




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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)	
		1.00	1.00	3.00	
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>					
5.00	Supervisors and Management	8,701	389,744	51.00	5.00
10.00	Genetic Nurse Practitioners	0	0	0.00	10.00
25.00	Registered Nurses	32,641	1,093,157	33.49	25.00
30.00	Licensed Vocational Nurses	72,057	1,874,926	26.02	30.00
35.00	Nurse Assistants (Aides and Orderlies)	168,812	2,021,938	11.98	35.00
40.00	Technicians and Specialists	0	0	0.00	40.00
45.00	Psychiatric Technicians	0	0	0.00	45.00
60.00	Other Salaries and Wages	0	0	0.00	60.00
65.00	Subtotal (Sum of lines 5 through 60)	282,211	5,289,768	18.64	65.00
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>					
70.00	Supervisors and Management	0	0	0.00	70.00
75.00	Genetic Nurse Practitioners	0	0	0.00	75.00
80.00	Registered Nurses	0	0	0.00	80.00
95.00	Licensed Vocational Nurses	0	0	0.00	95.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	100.00
105.00	Technicians and Specialists	0	0	0.00	105.00
110.00	Psychiatric Technicians	0	0	0.00	110.00
125.00	Other Salaries and Wages	0	0	0.00	125.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00	130.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>					
140.00	Supervisors and Management	0	0	0.00	140.00
145.00	Genetic Nurse Practitioners	0	0	0.00	145.00
150.00	Registered Nurses	0	0	0.00	150.00
155.00	Licensed Vocational Nurses	0	0	0.00	155.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	160.00
165.00	Technicians and Specialists	0	0	0.00	165.00
170.00	Psychiatric Technicians	0	0	0.00	170.00
175.00	Other Salaries and Wages	0	0	0.00	175.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00	180.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>					
190.00	Supervisors and Management	0	0	0.00	190.00
191.00	Genetic Nurse Practitioners	0	0	0.00	191.00
192.00	Registered Nurses	0	0	0.00	192.00
193.00	Licensed Vocational Nurses	0	0	0.00	193.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	194.00
195.00	Technicians and Specialists	0	0	0.00	195.00
196.00	Psychiatric Technicians	0	0	0.00	196.00
198.00	Other Salaries and Wages	0	0	0.00	198.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00	199.00
<b>ANCILLARY SERVICES:</b>					
200.00	Supervisors and Management	0	0	0.00	200.00
205.00	Registered Nurses	0	0	0.00	205.00
210.00	Licensed Vocational Nurses	0	0	0.00	210.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	215.00
220.00	Technicians and Specialists	22,220	1,110,985	50.00	220.00
225.00	Other Salaries and Wages	0	0	0.00	225.00
230.00	Subtotal (Sum of lines 200 through 225)	22,220	1,110,985	50.00	230.00



Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
<b>SUPPORT SERVICES:</b>				
250.00	Plant Operations and Maintenance	13,228	217,341	16.43
255.00	Housekeeping	13,377	240,259	17.96
260.00	Laundry and Linen	6,582	97,463	14.81
265.00	Dietary	27,303	521,371	19.10
270.00	Social Services	4,512	103,774	23.00
275.00	Activities	3,175	82,561	26.00
280.00	Inservice Education - Nursing	2,361	79,064	33.49
285.00	Administration	23,301	723,965	31.07
290.00	Subtotal (Sum of lines 250 through 285)	93,839	2,065,798	22.01
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 230, and 290)	398,270	8,436,548	21.18

\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off.  
Report to the nearest whole hour.

\*\* For all facilities:


Column 2, line 45 must agree with the sum of Page 10.1, column 1, lines 105, 110, 115, 120, 130 and 135  
Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 126. Line 199 must agree with Page 10.1, column 1, line 128.  
Line 230 must agree with Page 10.1, column 1, lines 75 through 100.  
Report to the nearest whole dollar.

For non-residential care facilities:

Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities:

Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 3 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.

Facility D.B.A. Name: ESKATON CARE CENTER FAIR OAKS	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:08 pm LTCIR	
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LABOR REPORT

12.2

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	1.00	1.00
310.00	Social Workers (report here and include on line 270)	4,582	103,774	23.00
315.00	Activity Program Leaders (report here and include on line 275)	3,175	82,561	26.00
TEMPORARY STAFFING AGENCY SERVICES		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	1.00	1.00

**NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:**

405.00	Geriatric Nurse Practitioners	0	0	0.00	405.00
410.00	Registered Nurses	0	0	0.00	410.00
415.00	Licensed Vocational Nurses	0	0	0.00	415.00
420.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	420.00
425.00	Psychiatric Technicians	0	0	0.00	425.00
430.00	Other Salaries and Wages	0	0	0.00	430.00
435.00	Subtotal (Sum of lines 405 through 430)	0	0	0.00	435.00

**SUB-ACUTE CARE NURSING SERVICES - ONLY:**

440.00	Geriatric Nurse Practitioners	0	0	0.00	440.00
445.00	Registered Nurses	0	0	0.00	445.00
450.00	Licensed Vocational Nurses	0	0	0.00	450.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	455.00
460.00	Psychiatric Technicians	0	0	0.00	460.00
465.00	Other Salaries and Wages	0	0	0.00	465.00
470.00	Subtotal (Sum of lines 440 through 465)	0	0	0.00	470.00

**SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:**

475.00	Geriatric Nurse Practitioners	0	0	0.00	475.00
480.00	Registered Nurses	0	0	0.00	480.00
485.00	Licensed Vocational Nurses	0	0	0.00	485.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	490.00
495.00	Psychiatric Technicians	0	0	0.00	495.00
500.00	Other Salaries and Wages	0	0	0.00	500.00
505.00	Subtotal (Sum of lines 475 through 500)	0	0	0.00	505.00

**TRANSITIONAL INPATIENT CARE - ONLY:**

510.00	Geriatric Nurse Practitioners	0	0	0.00	510.00
515.00	Registered Nurses	0	0	0.00	515.00
520.00	Licensed Vocational Nurses	0	0	0.00	520.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00	525.00
530.00	Psychiatric Technicians	0	0	0.00	530.00
535.00	Other Salaries and Wages	0	0	0.00	535.00
540.00	Subtotal (Sum of lines 510 through 535)	0	0	0.00	540.00

**SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING:**

		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	1.00	1.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0	0.00
560.00	Activity Program Leaders (do not include on lines 430, 465, 500, or 535)	0	0	0.00

**LABOR TURNOVER**

		All Employees	Direct Nursing Employees*	Nurse Assistants	
		1.00	2.00	3.00	
605.00	Number of employees at beginning of period	0	0	0	605.00
610.00	Number of employees at end of period	0	0	0	610.00
615.00	Average number of employees (See instructions)	0	0	0	615.00
620.00	Total number of people employed during the period **	0	0	0	620.00
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	0.00	0.00	0.00	625.00
630.00	Number of employees with continuous service for entire reporting period	0	0	0	630.00

\* Include all employees (RNs, LVNs, Nurse Assistants, technicians, specialists and others) providing direct nursing care.  
Do not include supervisors who provide no direct nursing care.  
Do include supervisors whose duties include some provision of nursing care.


\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610).  
This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended.  
Therefore, in most cases, line 620 should be greater than this calculation.

**SECTION 999.5(d)(5)(C)**

**8) Medi-Cal Cost Report data for Greenhaven dated  
December 31, 2021**

**Please note that information unrelated to Fair Oaks,  
Greenhaven, and Manzanita has been redacted.**



Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32- Version: 45.6.174.1	LTCIR	
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## INTEGRATED DISCLOSURE AND MEDICAL COST REPORT

### GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES INCORPORATED		2. State License Number: 100000158		3. Medi-Cal Provider Number: 55-5698	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER GREENHAVEN		5. Facility Business Phone: 916-363-2550			
6. Facility Street Address: 453 FLORIN ROAD		7. City: SACRAMENTO		8. Zip Code: 95831	
9. Mailing Address - Street or P.O. Box (if different):		10. City:		11. Zip Code:	
12. Administrator: HEATHER CRAIG					
13. Report Contact Person: ANIM HEALTHCARE GROUP		14. Phone Number: 916-662-9466		Ext: 0	
15. Mailing Address - Street or P.O. Box: 6800 OWENSMOUTH AVE, STE 210		16. City: CANOGA PARK		17. State: CA	18. Zip Code: 91303
19. Previous Name of Facility if Changed State Previous Report:		20. Date of Change:		21. Date of Change:	
21. Previous State License Number:		22. Date of Change:	23. Previous Medi-Cal Provider No.:	24. Date of Change:	
25. Reporting Period Begin: 01/01/2021			26. Reporting Period End: 12/31/2021		

### CERTIFICATION

I, MARK JENKINS, acting under penalty of perjury as follows: That I am an official of ESKATON PROPERTIES INCORPORATED (Name of Facility (D.B.A.)) and am duly authorized to sign this certification that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAJ's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system; and that to the best of my knowledge and information I believe each statement and amount in the accompanying report to be true and correct, and in compliance with Section 11911.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER GREENHAVEN

(Name of Facility (D.B.A.))

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
CFO

Address: \_\_\_\_\_  
1181 MANZANITA AVENUE

\_\_\_\_\_ CARMICHAEL, CA 95608

### NOTICE

Please be advised that submission of our reports for items or services which were not provided, are not reimbursable under the Medi-Cal program; as are claimed in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14123.2.

All facilities, mail reports and tax copies to:

Department of Health Care Access and Information  
Accounting and Reporting Systems Section  
3020 West El Camino Avenue, Suite 1100  
Sacramento, CA 95833

DO NOT MAIL ANY REPORT  
TO DEPARTMENT OF HEALTH SERVICES

Telephone: (916) 326-3854

LONG-TERM CARE FACILITY INTEGRATED DISCLOSURE & MEDI-CAL COST REPORT  
TRANSMITTAL AND CERTIFICATION FORM

A. FACILITY NAME (DBA): ESKATON CARE CENTER GREENHAVEN

B. FACILITY STREET ADDRESS: 455 FLORIN ROAD

CITY: SACRAMENTO

C. FACILITY ADMINISTRATOR: HEATHER CRAIG

D. HCAI FACILITY NO.: 206342212

E. CONTACT PERSON: AXIOM HEALTHCARE GROUP

F. PHONE NO.: 888-662-9466

G. REPORT PERIOD: FROM: 01/01/2021 TO: 12/31/2021

H. FILENAME: Greenhaven 2021.ctx

I. SOFTWARE VERSION: 45.6.174.1

J. TOTAL NUMBER OF RECORDS IN THE FILE: 2,233

K. REPORT SUMMARY TOTALS:

1. TOTAL ASSETS:	<u>4,431,911</u>	2. ROUTINE SERVICES GROSS REVENUE:	<u>15,646,747</u>
3. TOTAL HEALTH CARE EXPENSES:	<u>17,204,043</u>	4. NET INCOME:	<u>-2,702,690</u>
5. AVAILABLE BEDS (END OF PERIOD):	<u>148</u>	6. TOTAL PATIENT DAYS:	<u>37,277</u>

L. NAME AND ADDRESS OF VENDOR OF APPROVED SOFTWARE: Health Financial Systems  
8109 Laguna Blvd, Elk Grove, CA 95758

CERTIFICATION

I, MARK JENKINS certify under penalty of perjury as follows: *That I am an official*  
(Name of Individual)

of ESKATON CARE CENTER GREENHAVEN  
(Name of Facility (DBA))

*and am duly authorized to sign this certification; that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAI's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system; and that to the best of my knowledge and information I believe each statement and amount in the accompanying report to be true and correct, and in compliance with Section 51511.2, Title 22, California Administrative Code.*

*I understand that a printed facsimile report will be produced from the data submitted to HCAI electronically. The printed facsimile report will be the official report of this facility's Long-Term Care Facility Integrated Disclosure and Medi-Cal cost report for all purposes. Further, I understand that this printed report will be forwarded to the California Department of Health Services by HCAI as the basis for audit of Medi-Cal costs reported by this facility. No other electronic file or facsimile in the possession of the provider, its vendor or other parties can be utilized or substituted for the official electronic file or facsimile for the purposes of Medi-Cal cost reporting and disclosure without the written permission of the Department of Health Services and HCAI.*

Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

TITLE: CFO

STREET ADDRESS: 5105 MANZANITA AVENUE

CITY, STATE, ZIP: CARMICHAEL, CA 95608

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:12 am LTCIR
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION

2.1

License Category (Check Only One)	(X)	Third Party Payor Programs (Complete all that apply)	Date Certified	(X)	
1.00 SKILLED NURSING FACILITY	<input checked="" type="checkbox"/>	MEDICARE	07/01/1994	<input checked="" type="checkbox"/>	1.00
2.00 INTERMEDIATE CARE FACILITY		MEDI-CAL/SNF	07/01/1994	<input checked="" type="checkbox"/>	2.00
3.00 SNF/RESIDENTIAL		MEDI-CAL/ICF			3.00
4.00 ICF/RESIDENTIAL		MEDI-CAL/MD			4.00
5.00 CONGREGATE LIVING HEALTH FACILITY		MEDI-CAL/DD			5.00
6.00		SHORT-DOYLE			6.00
7.00		VA			7.00
8.00		CHAMPUS			8.00
9.00		OTHER (DESCRIBE)			9.00
Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)	(X)		
10.00 CHURCH RELATED	<input checked="" type="checkbox"/>	CORPORATION	<input checked="" type="checkbox"/>	10.00	
11.00 NOT-FOR-PROFIT		DIVISION OF A CORPORATION	<input checked="" type="checkbox"/>	11.00	
12.00 INVESTOR OWNED		PARTNERSHIP		12.00	
13.00 GOVERNMENT:		PROPRIETORSHIP		13.00	
14.00 -- STATE		OTHER (DESCRIBE)		14.00	
15.00 -- COUNTY					
16.00 -- CITY/COUNTY					
17.00 -- CITY					
18.00 -- DISTRICT					

Describe any items which management believes may have a significant effect on the data in this report:

25.00	
26.00	
27.00	
28.00	
29.00	
30.00	

Facility D.B.A. Name:  
ESKATON CARE CENTER GREENHAVEN

Report Period  
End: 12/31/2021

Run Date Time: 7/22/2022 10:12 am  
MCRIF32- LTCIR  
Version: 45.6.174.1



## SERVICES INVENTORY

2.2

	Health Services	Code*	
		1.00	
1.00	Pharmacy	3	1.00
2.00	Patient Supplies	1	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	1	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	1	7.00
8.00	Occupational Therapy	1	8.00
9.00	AUDIOLOGY	3	9.00
10.00	PROSTHETIC DEVICES	5	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	5	12.00
13.00	DENTAL CARE	5	13.00
14.00	PODIATRIC CARE	5	14.00
15.00	CHIROPRACTIC CARE	5	15.00
16.00	OPTOMETRIC CARE	3	16.00
17.00	PSYCHIATRIC CARE	3	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 10.1, columns 1, 2, and 3.

2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 10.1, column 3.


3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 10.1, column 3.

4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.

5 - Service NOT MAINTAINED in facility and no formal reimbursement agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.

6 - Service MAINTAINED, but not used during reporting cycle.



Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32- LTCIR Version: 45.6.174.1	
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FACILITY ORGANIZATION AND OTHER INFORMATION

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

5.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: ESKATON PROPERTIES INCORPORATED

20.00 Address: 5105 MANZANITA AVENUE

25.00 City: CARMICHAEL

30. State: CA

35. ZIP: 95831


D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

	Name 1.00	Street Name & Number 2.00	City 3.00	State 4.00	Zip-Code 5.00	% of Ownership 6.00	
40.00	ESKATON CARE CENTER FAIR	11300 FAIR OAKS BLVD	FAIR OAKS	CA	95628	100	40.00
45.00						0	45.00
46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

90.00	ESKATON PROPERTIES INCORPORATED	90.00
91.00		91.00
92.00		92.00
93.00		93.00
94.00		94.00
95.00		95.00
96.00		96.00
97.00		97.00
98.00		98.00
99.00		99.00
100.00		100.00
101.00		101.00
102.00		102.00
103.00		103.00
104.00		104.00
105.00		105.00




Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32: Version: 45.6.174.1	LTCIR	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32- LTCIR Version: 45.6.174.1	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name	Occupation	
	1.00	2.00	
130.00	SUSAN DEMAKIOS	STATE POLICY DIRECTOR	130.00
131.00	ROBERT EDMONDSON	CONSULTANT (RETIRED)	131.00
132.00	DOUGLAS ELMETS	CEO COMMUNICATIONS	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	JACQUELYN KUNG	CONSULTANT	134.00
135.00	PATRICIA MCFARLAND	NURSE (RETIRED)	135.00
136.00	TODD MURCH	MEMBER	136.00
137.00	SAMUEL PEREZ	MEMBER	137.00
138.00	KAREN ROBISON	MEMBER	138.00
139.00	SARAH STEENHAUSEN	MEMBER	139.00
140.00	LISA YATES	MEMBER	140.00
141.00	AMY YOYPOULOS	MEMBER	141.00
142.00	JORDAN ROSE	MEMBER	142.00
143.00	MARIANN SHELTON	MEMBER	143.00
144.00	SHERI PEIFFER	SECRETARY	144.00
145.00			145.00

G. Does the facility use a management company?

200.00  Yes  No (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_


210.00 Address: \_\_\_\_\_

215.00 City: \_\_\_\_\_ 220. State: \_\_\_\_\_ 225. Zip: \_\_\_\_\_

230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32- Version: 45.6.174.1	LTCIR 45.6.174.1	
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RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

3.3

FOR MEDICAL PROVIDERS, ONLY

M. Are Financial Statements available for the reporting period?

325.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(If "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocation	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	ADMINISTRATION	4900	943,794	SUPPORT SERVICES FEE	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			943,794	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00			0		344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			0	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			943,794	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of disposition, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No

(If "Yes" and through a savings and loan, include the name and address on lines 365 through 369 below)

(If "Yes" and through a standard trust system, complete lines 370 through 375)

365.00 Name: US BANK  
 366.00 Address: PO BOX 1950  
 367.00 City: ST. PAUL 368. State: MN 369. Zip: 55101

PATIENT TRUST ACTIVITY ACCOUNT

	1.00	
370.00 Balance of Trust Account at beginning of the reporting period	8,544	370.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	34,167	371.00
372.00 Interest Added / Earned	1	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	34,168	373.00
374.00 Total Trust Account Expenditures	9,084	374.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	33,628	375.00




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FACILITY PATIENT DAYS BY PAYER


4.1

PATIENT (Counts) DAYS		Account Number	Medicare	Medi-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
			1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>									
5.00	Skilled Nursing Care	3100	1,624	27,261	1,321	5,611	1,460	37,277	5.00
10.00	Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00	Mentally Disabled Care	3300	0	0	0	0	0	0	15.00
20.00	Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00	Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00	Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00	Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00	Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00	Subtotal (Lines 5 through 45)		1,624	27,261	1,321	5,611	1,460	37,277	70.00

Facility D.B.A. Name: <b>ESKATON CARE CENTER GREENHAVEN</b>	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:12 am <b>LTCIR</b> 45.6.174.1	
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FACILITY REVENUE INFORMATION

GROSS REVENUE		Account Number	Medicare		Medi-Cal		Self-Pay		Managed Care		
			Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 06	Outpatient 40	Inpatient 01	Outpatient 41	
			1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care	3100	716,760		11,097,458		487,674		2,506,653		5.00
10.00	Intermediate Care	3200	0		0		0		0		10.00
15.00	Mentally Disordered Care	3300	0		0		0		0		15.00
20.00	Developmentally Disabled Care	3400	0		0		0		0		20.00
25.00	Sub-Acute Care	3500	0		0		0		0		25.00
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0		30.00
35.00	Transitional Inpat Care	3700	0		0		0		0		35.00
40.00	Hospice Inpatient Care	3800	0		0		0		0		40.00
45.00	Other Respite Services	3900	0		0		0		0		45.00
70.00	Subtotal (Lines 5 through 45)		716,760		11,097,458		487,674		2,506,653		70.00
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies	4100	756	0	2,538	0	2,377	0	2,638	0	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	4200	125,940	0	0	0	0	0	441,970	0	115.00
120.00	Respiratory Therapy	4230	0	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	133,027	0	0	0	0	0	464,557	0	125.00
130.00	Speech Therapy	4290	18,502	0	0	0	0	0	95,648	0	130.00
135.00	Pharmacy	4300	97,619	0	0	0	0	0	382,681	0	135.00
140.00	Laboratory	4400	14,519	0	0	0	0	0	95,157	0	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	17,824	0	13,494	0	702	0	34,877	0	155.00
170.00	Subtotal (Lines 105 through 155)		487,987	0	16,032	0	3,079	0	1,517,537	0	170.00
175.00	Total (Lines 70 and 170)		1,204,747	0	11,113,470	0	490,753	0	4,024,190	0	175.00
GROSS REVENUE			Other Payers		Total						
			Inpatient 06	Outpatient 49	Inpatient (excl. 1,3,5,7,8)	Outpatient (excl. 2,4,6,8,10)					
			9.00	10.00	11.00	12.00					
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care	338,222			15,646,747						5.00
10.00	Intermediate Care	0			0						10.00
15.00	Mentally Disordered Care	0			0						15.00
20.00	Developmentally Disabled Care	0			0						20.00
25.00	Sub-Acute Care	0			0						25.00
30.00	Sub-Acute Care-Pediatric	0			0						30.00
35.00	Transitional Inpat Care	0			0						35.00
40.00	Hospice Inpatient Care	0			0						40.00
45.00	Other Respite Services	0			0						45.00
70.00	Subtotal (Lines 5 through 45)	838,222			15,646,747						70.00
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies	0	0	0	8,309	0	0	0	0	0	105.00
110.00	Specialized Support Staff	0	0	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	0	0	0	367,019	0	0	0	0	0	115.00
120.00	Respiratory Therapy	0	0	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	0	0	0	597,584	0	0	0	0	0	125.00
130.00	Speech Therapy	0	0	0	114,180	0	0	0	0	0	130.00
135.00	Pharmacy	0	0	0	480,360	0	0	0	0	0	135.00
140.00	Laboratory	0	0	0	109,676	0	0	0	0	0	140.00
145.00	Home Health Services	0	0	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	0	0	0	66,697	0	0	0	0	0	155.00
170.00	Subtotal (Lines 105 through 155)	0	0	0	1,944,635	0	0	0	0	0	170.00
175.00	Total (Lines 70 and 170)	838,222	0	0	17,591,382	0	0	0	0	0	175.00
DEDUCTIONS FROM REVENUE		Account Number	Amount								
			1.00								
205.00	Charity Adjustments	5100	0		205.00						
210.00	Administrative Adjustments	5200	42,785		210.00						


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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-190,207	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	2,429,384	220.00
222.00	Contractual Adjustments - Managed Care	5330	814,618	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		3,096,580	240.00



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OTHER CENSUS AND REVENUE INFORMATION

4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	148	5.00
10.00	Average (Monthly average)	148	10.00
<b>Available Beds:</b>			
20.00	End of Period	148	20.00
25.00	Average (Monthly average)	148	25.00
40.00	Admissions (Excluding transfers)	404	40.00
45.00	Discharges (Excluding transfers)	353	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Line 10 X days in reporting period) X 100)	69.01	60.00

PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS		Total	Medi-Cal	
		1.00	1.00	
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0	100.00
115.00	Other Sub-Acute Care	0	0	115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0	120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0	130.00
145.00	Other Sub-Acute Care - Pediatric	0	0	145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0	150.00
165.00	Transitional Inpatient Care - Medical	0	0	165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0	170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0	175.00

RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY		Amount
		1.00

FOR MEDI-CAL PROVIDERS, ONLY			
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0	200.00
205.00	Less: Patient Liability	0	205.00
210.00	Less: Third Party and Other Liability	0	210.00
215.00	Less: Noncovered Charges	0	215.00
240.00	Less: Other	0	240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0	250.00

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BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities, Only)

5.1

ASSETS		Account Number	Current Reporting Period 1.00	Preceding Reporting Period 2.00	Adjustment and Reclassification 3.00	Adjusted Balance Current Period 4.00	Adjusted Balance Preceding Period 5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	1,200	1,200	0	1,200	1,200
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (must agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	1,200,134	876,365	0	1,200,134	876,365
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	-35,712	-30,673	0	-35,712	-30,673
30.00	Receivables from third party payors for contract settlements	1050	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	56,723	73,335	0	56,723	73,335
50.00	Receivables from related parties, current	1090	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	92,827	94,614	0	92,827	94,614
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,315,272</b>	<b>1,024,941</b>	<b>0</b>	<b>1,315,272</b>	<b>1,024,941</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1100	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	1,183,925	1,183,925	0	1,183,925	1,183,925
100.00	Land improvements	1210	395,558	381,958	0	395,558	381,958
105.00	Buildings and improvements	1220	10,181,810	6,229,389	0	10,181,810	6,229,389
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	-9,609,935	-6,462,215	0	-9,609,935	-6,462,215
115.00	Leasehold improvements	1230	0	3,856,704	0	0	3,856,704
120.00	Less accumulated depreciation - leasehold improvements	1280	0	-2,945,359	0	0	-2,945,359
125.00	Equipment	1240	2,901,873	2,609,672	0	2,901,873	2,609,672
130.00	Less accumulated depreciation - equipment	1290	-2,211,347	-2,067,934	0	-2,211,347	-2,067,934
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>2,844,886</b>	<b>2,786,140</b>	<b>0</b>	<b>2,844,886</b>	<b>2,786,140</b>
140.00	Construction in progress	1250	167,534	272,182	0	167,534	272,182
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	90,116	0	0	90,116	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	-19,525	0	0	-19,525	0
155.00	Other investments - at cost	1330	0	0	0	0	0
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	33,628	8,544	0	33,628	8,544
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 145 through 165)</b>		<b>104,219</b>	<b>8,544</b>	<b>0</b>	<b>104,219</b>	<b>8,544</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 80, 90, 135, 140, 170, and 195) (must agree with Page 5.2, line 185)</b>		<b>4,431,911</b>	<b>4,091,807</b>	<b>0</b>	<b>4,431,911</b>	<b>4,091,807</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		0	0			210.00
215.00	Cost to complete construction in progress (Line 140)		167,534	272,182			215.00



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## BALANCE SHEET - GENERAL FUND

5.2

LIABILITIES AND EQUITY		Account Number	Current Reporting Period	Preceding Reporting Period	Adjustment and Reclassification 01 *	Adjusted Balance Current Period **	Adjusted Balance Preceding Period	
			1.00	2.00	3.00	4.00	5.00	
<b>CURRENT LIABILITIES</b>								
5.00	Notes and loans payable	2000	0	219,214	0	0	219,214	5.00
10.00	Accounts payable	2010	380,815	211,998	0	380,815	211,998	10.00
15.00	Accrued compensation and related liabilities	2020	470,448	417,010	0	470,448	417,010	15.00
20.00	Other accrued liabilities	2030	51,350	1,006	0	51,350	1,006	20.00
25.00	Advances from third party payors	2040	0	0	0	0	0	25.00
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	0	30.00
35.00	Due to restricted funds	2060	0	0	0	0	0	35.00
40.00	Income taxes payable	2070	0	0	0	0	0	40.00
45.00	Payables to related parties, current	2080	0	0	0	0	0	45.00
50.00	Current maturities of long term debt (Must agree with line 125)		253,105	0	0	253,105	0	50.00
55.00	Other current liabilities	2090	3,169	3,612	0	3,169	3,612	55.00
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>1,158,687</b>	<b>682,840</b>	<b>0</b>	<b>1,158,687</b>	<b>682,840</b>	<b>60.00</b>
<b>DEFERRED CREDITS</b>								
65.00	Deferred income taxes	2110	0	0	0	0	0	65.00
70.00	Deferred third-party income	2120	4,495	2,595	0	4,495	2,595	70.00
75.00	Other deferred credits	2130	0	0	0	0	0	75.00
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>4,495</b>	<b>2,595</b>	<b>0</b>	<b>4,495</b>	<b>2,595</b>	<b>80.00</b>
<b>LONG-TERM DEBT</b>								
85.00	Mortgages payable	2210	0	0	0	0	0	85.00
90.00	Construction loans	2220	0	0	0	0	0	90.00
95.00	Notes under revolving credit	2230	0	0	0	0	0	95.00
100.00	Capitalized lease obligations	2240	0	0	0	0	0	100.00
105.00	Bonds payable	2250	2,288,540	2,281,585	0	2,288,540	2,281,585	105.00
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	0	110.00
115.00	Other noncurrent liabilities	2270	0	0	0	0	0	115.00
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		<b>2,288,540</b>	<b>2,281,585</b>	<b>0</b>	<b>2,288,540</b>	<b>2,281,585</b>	<b>120.00</b>
125.00	Less amount shown as current maturities (Must agree with line 50)		<b>-253,105</b>	<b>0</b>	<b>0</b>	<b>-253,105</b>	<b>0</b>	<b>125.00</b>
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>2,035,435</b>	<b>2,281,585</b>	<b>0</b>	<b>2,035,435</b>	<b>2,281,585</b>	<b>130.00</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>3,196,617</b>	<b>3,136,961</b>	<b>0</b>	<b>3,196,617</b>	<b>3,336,961</b>	<b>135.00</b>
<b>FUND EQUITY (not-for-profit)</b>								
140.00	General fund balance	2410 & 2430	1,233,094	954,826	0	1,233,094	954,826	140.00
145.00	Divisional fund balance	2460	0	0	0	0	0	145.00
<b>EQUITY (investor-owned)</b>								
150.00	Preferred stock	2410	0	0	0	0	0	150.00
155.00	Common stock	2420	0	0	0	0	0	155.00
160.00	Additional paid-in capital	2430	0	0	0	0	0	160.00
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	0	165.00
170.00	Less treasury stock	2450	0	0	0	0	0	170.00
175.00	Divisional equity	2460	0	0	0	0	0	175.00
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>1,233,094</b>	<b>954,826</b>	<b>0</b>	<b>1,233,094</b>	<b>954,826</b>	<b>180.00</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 51, line 200)</b>		<b>4,431,911</b>	<b>4,091,887</b>	<b>0</b>	<b>4,431,911</b>	<b>4,091,887</b>	<b>185.00</b>

\* From Page 54

\*\* Combine Columns 1 and 2

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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)	
1.00	105	1999	5,899,341	2029	5.50	2,288,540	1.00
2.00			0		0.00	0	2.00
3.00			0		0.00	0	3.00
4.00			0		0.00	0	4.00
5.00			0		0.00	0	5.00
6.00			0		0.00	0	6.00
7.00			0		0.00	0	7.00
8.00			0		0.00	0	8.00
9.00			0		0.00	0	9.00
10.00			0		0.00	0	10.00
11.00			0		0.00	0	11.00
12.00			0		0.00	0	12.00
13.00			0		0.00	0	13.00
14.00			0		0.00	0	14.00
15.00			0		0.00	0	15.00
16.00			0		0.00	0	16.00
17.00			0		0.00	0	17.00
18.00			0		0.00	0	18.00
19.00			0		0.00	0	19.00
20.00			0		0.00	0	20.00

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.

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ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL

5.4

	DESCRIPTION	Page 5.1 = A Page 5.2 = L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00

(\*) Disclosure must also be complete on Page 10.4, as applicable.



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**BALANCE SHEET - RESTRICTED FUNDS**

ASSETS		Account Number	Current Period	Prior Period	
			1 00	2 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Cash (Including CD's)	1710	0	0	5.00
10.00	Investments, at cost: Marketable securities (\$ _____)*	1720	0	0	10.00
15.00	Investments, at cost: Other (\$ _____)*	1730	0	0	15.00
20.00	Pledges and receivables	1730	0	0	20.00
25.00	Due from other funds	1740	0	0	25.00
30.00	Other assets	1750	0	0	30.00
50.00	<b>TOTAL ASSETS (Sum of lines 5 through 30)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Cash (Including CD's)	1810	0	0	105.00
110.00	Marketable securities at cost (\$ _____)*	1820	0	0	110.00
115.00	<b>PLEDGES AND RECEIVABLES</b>	1830	0	0	115.00
120.00	Due from other funds	1840	0	0	120.00
125.00	Other assets	1850	0	0	125.00
150.00	<b>TOTAL ASSETS (Sum of lines 105 through 125)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Cash (Including CD's)	1910	0	0	205.00
210.00	Investments, at cost: Marketable securities (\$ _____)*	1920	0	0	210.00
215.00	Investments, at cost: Other (\$ _____)*	1920	0	0	215.00
220.00	Pledges and receivables	1930	0	0	220.00
225.00	Due from other funds	1940	0	0	225.00
230.00	Other assets	1950	0	0	230.00
250.00	<b>TOTAL ASSETS (Sum of lines 205 through 230)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>

\* Include Market Value at Current Year Balance Sheet Date in Parentheses.

LIABILITIES AND FUND BALANCES		Account Number	Current Period	Prior Period	
			3 00	4 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Due to other funds	2710-2730	0	0	5.00
45.00	Fund balance (Column 3 must agree with Page 7, column 2, line 32)	2770	0	0	45.00
50.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 5 and 45)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Due to other funds	2810-2830	0	0	105.00
145.00	Fund balance (Column 3 must agree with Page 7, column 3, line 32)	2870	0	0	145.00
150.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 105 and 145)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Mortgages	2910	0	0	205.00
210.00	<b>OTHER LIABILITIES (SPECIFY)</b>	2920	0	0	210.00
215.00	Due to other funds	2930-2950	0	0	215.00
245.00	Fund Balance (Column 3 must agree with Page 7, column 4, line 32)	2970	0	0	245.00
250.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 205 through 245)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>

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STATEMENT OF CHANGES IN EQUITY

	GENERAL FUND	EXTERNALLY RESTRICTED FUNDS			
		Total Equity	Plan Replacement and Expansion	Specific Purpose (A)	Endowment
		1.00	2.00	3.00	4.00
1.00	BALANCE AT BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	954,826	0	0	0
2.00	Prior period audit adjustments	0	0	0	0
3.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
4.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
5.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
6.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
7.00	RESTATED BEGINNING BALANCE* (Combine lines 1 through 6)	954,826	0	0	0
<b>Additions (deductions):</b>					
8.00	Net income (loss)	-2,702,699			3,000
9.00	Capital contributions	0			9,000
10.00	Proceeds from sale of stock	0			10,000
11.00	Owner's share	0			11,000
12.00	Restricted contributions and grants		0	0	12,000
13.00	Restricted investment income		0	0	13,000
14.00	Expenditures for specific purposes		0	0	14,000
15.00	Dividends declared	0			15,000
16.00	Deceased property, plant, and equipment	0	0	0	16,000
17.00	Acquisitions of pooled companies	0			17,000
18.00	Stock options exercised	0			18,000
19.00	Related party transfers	0			19,000
20.00	Unrealized losses on Marketable Equity Securities	0	0	0	20,000
21.00	INTERCOMPANY TRANSFERS	2,500,956	0	0	21,000
22.00	OTHER (DESCRIBE)	0	0	0	22,000
23.00	TOTAL ADDITIONS (DEDUCTIONS) (Combine lines 8 through 22)	278,268	0	0	21,000
<b>Transfers:</b>					
25.00	Property and equipment additions	0	0	0	25,000
26.00	Principal payments on long-term debt	0	0	0	26,000
27.00	OTHER (DESCRIBE)	0	0	0	27,000
28.00	OTHER (DESCRIBE)	0	0	0	28,000
29.00	OTHER (DESCRIBE)	0	0	0	29,000
30.00	OTHER (DESCRIBE)	0	0	0	30,000
31.00	TOTAL TRANSFERS (Combine lines 25 through 30)	0	0	0	31,000
32.00	BALANCE AT END OF YEAR** (Combine lines 7, 23, and 31)	1,233,094	0	0	32,000

\* Column 1, line 7 must agree with Page 5-2, column 2, line 180.

Column 2, line 7 must be equal to Page 6, column 4, line 45.

Column 3, line 7 must agree with Page 6, column 4, line 145.

Column 4, line 7 must agree with Page 6, column 4, line 245.

\*\* Column 1, line 32 must agree with Page 5-2, column 1, line 160.

Column 2, line 32 must agree with Page 6, column 3, line 45.

Column 3, line 32 must agree with Page 6, column 3, line 145.

Column 4, line 32 must agree with Page 6, column 3, line 245.

(A) District Facilities - Include Bond Interest and Refinancing




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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No	Current Period 100	Prior Period 200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P 4.2 Col.11 Ln.70	15,646,747	16,680,397	5.00
7.00	Gross Ancillary Services Net Revenue	P 4.2 C.11 + C.12 Ln.170	1,844,635	2,143,351	7.00
10.00	Less: Deductions from Revenue	P 4.2 Col.1 Ln.240	3,096,586	3,300,539	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	14,494,896	15,523,209	15.00
30.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	6,552	47,914	30.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 30	14,501,354	15,571,123	25.00
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	6110	8,305,382	7,986,948	30.00
35.00	Intermediate Care	6120	0	0	35.00
40.00	Monthly Domiciled Care	6130	0	0	40.00
45.00	Developmentally Disabled Care	6140	0	0	45.00
50.00	Sub-Acute Care	6150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	6160	0	0	51.00
53.00	Transitional Input Care	6170	0	0	53.00
55.00	Hospice Inpatient Care	6180	0	0	55.00
60.00	Other Routine Services	6190	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	8,305,382	7,986,948	65.00
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	8100	112,700	83,049	70.00
72.00	Specialized Support Staff	8150	3,739	0	72.00
75.00	Physical Therapy	8200	899,076	851,405	75.00
76.00	Respiratory Therapy	8250	0	0	76.00
77.00	Occupational Therapy	8250	451,630	427,048	77.00
78.00	Speech Therapy	8280	127,774	151,967	78.00
80.00	Pharmacy	8300	547,858	572,608	80.00
85.00	Laboratory	8400	82,988	83,569	85.00
90.00	Home Health Services	8800	0	0	90.00
95.00	Other Ancillary Services	8900	26,942	36,926	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	3,052,717	3,079,572	100.00
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Floor Operations and Maintenance	6200	371,305	543,743	105.00
110.00	Housekeeping	6300	437,188	454,771	110.00
115.00	Laundry and Linen	6400	168,865	219,341	115.00
120.00	Dietary	6500	970,771	1,002,521	120.00
125.00	Social Services	6600	120,932	123,924	125.00
130.00	Activities	6700	211,780	212,289	130.00
135.00	Licensure Education - Nursing	6800	95,339	82,640	135.00
140.00	Administration	6900	3,881,743	3,863,716	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	6,277,784	6,806,945	145.00
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	362,076	368,773	155.00
160.00	Leases and Rentals	7200	4,868	43,969	160.00
165.00	Property Taxes	7300	10,082	9,773	165.00
170.00	Property Insurance	7400	31,078	27,321	170.00
175.00	Interest - Property, Plant and Equipment	7500	80,754	82,305	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	448,858	482,141	180.00
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	0	185.00
190.00	Provision for Bad Debts	7700	62,302	69,827	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	62,302	69,827	195.00
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of lines 65, 100, 145, 180, & 195	17,204,043	16,986,233	200.00
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	-3,702,689	-1,415,110	205.00
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	0	3	210.00
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY</b>	Lines 205 + 210	-3,702,689	-1,415,107	215.00
<b>PROVISION FOR INCOME TAXES</b>					
220.00	Current	9200	0	0	220.00
225.00	Deferred	9300	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	0	0	230.00


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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	1.00 -2,702,690	2.00 -1,435,107	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	-2,702,690	-1,435,107	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Forgone Charges at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.




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STATEMENT OF CASH FLOWS - GENERAL FUND

	Current Period	Prior Period	
	1 00	2 00	
<b>Cash Flows from Operating Activities and Nonoperating Revenue :</b>			
5.00 Net Income (Loss) (Must agree with Page 8, line 253)	2,702,690	2,435,507	5.00
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities and nonoperating revenue :</b>			
10.00 Depreciation and amortization	363,076	306,712	10.00
15.00 Change in marketable securities	0	0	15.00
20.00 Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	-308,780	594,908	20.00
25.00 Change in receivables from third-party payors	0	0	25.00
30.00 Change in other receivables	0	0	30.00
35.00 Change in due from restricted funds	0	0	35.00
40.00 Change in inventory, prepaid expenses and other current assets	18,399	-81,844	40.00
45.00 Change in accounts payable	168,856	-72,058	45.00
50.00 Change in accrued compensation and related liabilities	53,438	43,400	50.00
55.00 Change in other accrued liabilities	50,344	1,006	55.00
60.00 Change in advances from third-party parties	0	0	60.00
65.00 Change in payables to third-party payors	0	0	65.00
70.00 Change in due to restricted funds	0	0	70.00
75.00 Change in income taxes payable and other current liabilities	-443	-133,865	75.00
80.00 Change in deferred credits	1,900	-4,462	80.00
85.00 Change in related party receivables/payables (related to operating activities)	0	0	85.00
90.00 OTHER (DESCRIBE)	0	0	90.00
95.00 Total adjustments (Sum of lines 10 through 90)	345,840	676,897	95.00
100.00 Net cash provided by (used for) operating activities (Sum of lines 5 and 95)	-2,356,880	-758,310	100.00
<b>Cash Flows from Investing Activities :</b>			
105.00 Change in assets whose use is limited	0	0	105.00
110.00 Purchase of property, plant, and equipment and increase in construction in progress	-209,670	0	110.00
115.00 OTHER (DESCRIBE)	0	0	115.00
120.00 DEPOSITS AND OTHER ASSETS	-5,084	0	120.00
125.00 OTHER (DESCRIBE)	0	0	125.00
130.00 OTHER (DESCRIBE)	0	0	130.00
135.00 OTHER (DESCRIBE)	0	0	135.00
140.00 Net cash provided by (used for) investing activities (Sum of lines 105 through 135)	-324,854	0	140.00
<b>Cash Flows from Financing Activities :</b>			
145.00 Proceeds from issuance of long-term debt	6,955	2,281,585	145.00
150.00 Principal payments on long-term debt	0	-2,712,440	150.00
155.00 Proceeds from issuance of notes and loans	-219,214	219,214	155.00
160.00 Principal payments on notes and loans	0	0	160.00
165.00 Dividends paid	0	0	165.00
170.00 Proceeds from issuance of common stock	0	0	170.00
175.00 TRANSFER	2,894,063	990,160	175.00
180.00 OTHER (DESCRIBE)	0	0	180.00
185.00 OTHER (DESCRIBE)	0	0	185.00
190.00 OTHER (DESCRIBE)	0	0	190.00
195.00 OTHER (DESCRIBE)	0	0	195.00
200.00 Net cash provided by (used for) financing activities (Sum of lines 145 through 195)	2,681,804	738,510	200.00
205.00 Net increase (decrease) in cash (Lines 100 + 140 + 200)	0	0	205.00
210.00 Cash at beginning of period (Column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	1,300	1,300	210.00
215.00 Cash at end of period (Lines 205 + 210) (Column 1 must agree with Page 5.1, column 1, line 5)	1,300	1,300	215.00



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EXPENSE TRIAL BALANCE WORKSHEET


ACCOUNT TITLE	Account No.	ALL FACILITIES				Total Expenses (Sum of C. 1, 2, 3)	RESIDENTIAL CARE FACILITIES, ONLY			Balanced To Be Appointed (CA - (C3 + C6))
		Salaries and Wages (1)	Employee Benefits	Other Expenses	Amount Directly Assessable Residential Care		Amount Directly Assessable Health Care	7.00		
5.00 Plant Operations and Maintenance	6200	95,449	40,453	434,380	571,365	0	0	0	5.00	
10.00 Housekeeping	6300	234,368	126,315	46,483	457,186	0	0	0	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120			174,161	174,161	0	0	0	15.00	
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140			143,413	143,413	0	0	0	25.00	
30.00 Depreciation & Amortization - Other	7150-7160			44,502	44,502	0	0	0	30.00	
35.00 Leases and Rentals	7200			4,568	4,568	0	0	0	35.00	
40.00 Property Taxes	7300			10,082	10,082	0	0	0	40.00	
45.00 Property Insurance	7400			25,076	25,076	0	0	0	45.00	
50.00 Interest - Property, Plant & Equip.	7500			40,754	40,754	0	0	0	50.00	
55.00 Interest - Other	7600			0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	102,173	45,082	21,460	168,865	0	0	0	60.00	
65.00 Dietary	8500	841,086	194,658	335,827	976,771	0	0	0	65.00	
70.00 Provision for Bad Debts	7700			82,302	82,302	0	0	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100	0	0	112,700	112,700		112,700		75.00	
77.00 Specialized Support Staff	8150	0	0	3,739	3,739		3,739		77.00	
80.00 Physical Therapy	8200	618,561	27,1958	8,557	899,076		899,076		80.00	
81.00 Respiratory Therapy	8220	0	0	0	0		0		81.00	
82.00 Occupational Therapy	8250	310,523	138,037	3,070	451,630		451,630		82.00	
83.00 Speech Therapy	8280	88,572	39,202	0	127,774		127,774		83.00	
85.00 Pharmacy	8300	0	0	347,858	347,858		347,858		85.00	
90.00 Laboratory	8400	0	0	82,998	82,998		82,998		90.00	
95.00 Home Health Services	8800	0	0	0	0		0		95.00	
100.00 Other Ancillary Services	8900	0	0	26,942	26,942		26,942		100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110	4,336,383	2,009,248	1,789,751	8,365,382		8,365,382		105.00	
110.00 Intermediate Care	6120	0	0	0	0		0		110.00	
115.00 Mentally Disordered Care	6130	0	0	0	0		0		115.00	
120.00 Developmentally Disabled Care	6140	0	0	0	0		0		120.00	
125.00 Sub-Acute Care	6150	0	0	0	0		0		125.00	
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0		0		126.00	
128.00 Transitional Inpatient Care	6170	0	0	0	0		0		128.00	
130.00 Hospice Inpatient Care	6180	0	0	0	0		0		130.00	
135.00 Other Routine Services	6190	0	0	0	0		0		135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)					13,994,368	0			150.00	
155.00 Social Services	6600	79,644	35,372	5,916	120,932	0	0	0	155.00	
160.00 Activities	6700	143,639	63,332	4,809	211,780	0	0	0	160.00	
165.00 Administration	6900	674,649	306,822	2,700,272	3,681,743	0	0	0	165.00	
170.00 Inservice Education - Nursing	8800	66,128	29,092	0	95,220	0	0	0	170.00	
175.00 Total (See Instructions)		7,492,325	3,301,866	6,410,132	17,204,043	0	10,418,099	0	175.00	
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)				0					180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)			0	0					185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)			0	0					190.00	

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.



Facility D.B.A. Name: <b>ESKATON CARE CENTER GREENHAVEN</b>	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:12 am <b>LTCIR</b>	
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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Appointments (Factor) For Residential Care Position*	Amounts Apportioned To residential Care (C7 X C8)	Total Health Care Position (C4 + C5 + C9)	Adjustments for Other Operating Revenue (From P.10.2)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for Med-Cal (From P.10.3)	Adjusted Total Balance for Med-Cal (C10 + C13)		
5.00 Plant Operations and Maintenance	8200	0.000000	0	571,365	0	571,365	37,642	608,947	5.00	
10.00 Housekeeping	8300	0.000000	0	457,168	0	457,168	0	457,168	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120	0.000000	0	174,161	0	174,161	0	174,161	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	143,413	0	143,413	0	143,413	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	44,502	0	44,502	0	44,502	30.00	
35.00 Leases and Rentals	7200	0.000000	0	4,568	0	4,568	0	4,568	35.00	
40.00 Property Taxes	7300	0.000000	0	30,882	0	30,882	0	30,882	40.00	
45.00 Property Insurance	7400	0.000000	0	28,075	0	28,075	0	28,075	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	40,754	0	40,754	0	40,754	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	168,565	66	168,799	55	168,799	60.00	
65.00 Dietary	8500	0.000000	0	970,771	674	970,897	13,672	984,243	65.00	
70.00 Provision for Bad Debts	7700	0.000000	0	62,302	0	62,302	62,302	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			112,700	0	112,700	0	112,700	75.00	
77.00 Specialized Support Staff	8150			3,739	0	3,739	0	3,739	77.00	
80.00 Physical Therapy	8200			899,076	0	899,076	0	899,076	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			451,630	0	451,630	0	451,630	82.00	
83.00 Speech Therapy	8280			127,774	0	127,774	0	127,774	83.00	
85.00 Pharmacy	8300			347,858	0	347,858	0	347,858	85.00	
90.00 Laboratory	8400			82,998	0	82,998	0	82,998	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			26,942	0	26,942	-572	26,370	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			8,365,382	0	8,365,382	27,243	8,392,627	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Monthly Decoded Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Inpat Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **							572	572	140.00	
145.00 Other Non-reimbursable***							0	0	145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	120,932	0	120,932	0	120,932	155.00	
160.00 Activities	6700	0.000000	0	211,780	0	211,780	0	211,780	160.00	
165.00 Administration	6900	0.000000	0	3,681,743	3,812	3,675,931	1,793,833	5,475,576	165.00	
170.00 Inservice Education - Nursing	8800	0.000000	0	95,220	0	95,220	0	95,220	170.00	
175.00 Total (See Instructions)				0	17,204,043	6,552	17,397,491	1,809,824	19,813,867	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)									180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)									185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)									190.00	

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Total Balance Line No	
			1.00	2.00	
5.00	Vending Machine Commissions	5710	0	3	3.00
10.00	Laundry and Linen Revenue	5720	66	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Discounted Supplies	5740	0	163	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	674	65	35.00
40.00	Television / Radio Charges	5780	0	3	40.00
45.00	Parking Revenue	5790	0	3	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	83	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	217	165	70.00
75.00	Cash Discounts on Purchases	5850	1,650	165	75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	WHEELCHAIR / MISC EQUIP RENTAL	5990	832	165	85.00
90.00	MISC RECEIPTS	5990	213	165	90.00
95.00	LATE AND RETURNED CHECK CHARGE	5990	2,900	Vacuum	95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		6,552		100.00

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2



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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No.	Base *	Adj. Amt Inc./Dec.	Health Cos- Portion	Explanation of Adjustment	
	1.00	2.00	5.00	4.00	1.00	±.00	
5.00	Depreciation (excess of Straight Line)			0	0		5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals	05	B	-274	-274	Abatement	15.00
20.00	Gift, Flower and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)	60	B	-46	-46	Abatement	40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service	5	A	-2,099	-2,099	Non Allowable	60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts	70	A	-67,302	-67,302	Non Allowable	75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts	165	B	-18	-18	Abatement	95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Soap, Waste, etc.			0	0		105.00
110.00	Telephone Service	165	A	-53,893	-53,893	Non Allowable	110.00
115.00	Traffic, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Vending Machine Commissions			0	0		120.00
125.00	Owner Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Revaluation Depreciation and Interest **			0	0		135.00
140.00	Babes / Beausy - Self Pay	100	B	-272	-272	Abatement	140.00
141.00	Late and Returned Check Charges	165	B	-290	-290	Abatement	141.00
142.00	Dues & Subscriptions	165	A	-1,583	-1,583	Non Allowable	142.00
143.00	Other Operating Revenue	165	B	-213	-213	Abatement	143.00
144.00	Donations	165	B	-1,830	-1,830	Abatement	144.00
145.00	Wholesale / Misc Equip Rental	165	B	-822	-822	Abatement	145.00
146.00	PHYSICAL THERAPY	80	A	0	0	ADJUST WC TO ACTUAL	146.00
147.00	RESPIRATORY THERAPY	81	A	0	0	ADJUST WC TO ACTUAL	147.00
148.00	OCCUPATIONAL THERAPY	82	A	0	0	ADJUST WC TO ACTUAL	148.00
149.00	SPEECH THERAPY	83	A	0	0	ADJUST WC TO ACTUAL	149.00
150.00	SKILLED NURSING CARE	105	A	0	0	ADJUST WC TO ACTUAL	150.00
151.00	SUB-ACUTE CARE	125	A	0	0	ADJUST WC TO ACTUAL	151.00
152.00	SOCIAL SERVICES	135	A	0	0	ADJUST WC TO ACTUAL	152.00
153.00	ACTIVITIES	160	A	0	0	ADJUST WC TO ACTUAL	153.00
154.00	ADMINISTRATION	165	A	0	0	ADJUST WC TO ACTUAL	154.00
155.00	INSERVICE EDUCATION - NURSING	170	A	0	0	ADJUST WC TO ACTUAL	155.00
156.00	DUES AND SUBSCRIPTIONS	165	A	0	0	NON ALLOWABLE	156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00
170.00	OTHER (SPECIFY)			0	0		170.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:12 am MCRIF32- Version: 45.6.174.1	LTCIR
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No.	Base *	Adj. Amt Inc./Dec.	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Fund Raising			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber	140	B	572	572	RECLASS	200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combines lines 005 through 213)			-233,449	-233,449		220.00

\* Base: A - Cost  
B - Amount Received

\*\* Depreciation and interest expense related to the revaluation of assets due to change in ownership on or after July 18, 1994.

Facility D.B.A. Name:  
**ESKATON CARE CENTER GREENHAVEN**

Report Period  
 End: 12/31/2021

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**RELATED PARTY INFORMATION**

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party *	Street (Number and Name)	City	State	Zip Code
1.00	ESKATON PROPERTIES INCORPORATED	5105 MANAZANITA AVE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3).



Facility D.B.A. Name:  
**ESKATON CARE CENTER GREENHAVEN**

Report Period  
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Infr. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yrs/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
1.00		2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
30.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	943,794	943,794	-943,794	-943,794	0	30.00
31.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	5	0	0	2,949	2,949	2,949	31.00
32.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	163	0	0	283,908	283,908	283,908	32.00
33.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	0	0	17,099	17,099	17,099	33.00
34.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	0	0	1,751,741	1,751,741	1,751,741	34.00
35.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Wages		0	105	0	0	25,273	25,273	25,273	35.00
36.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Benefits		0	105	0	0	1,972	1,972	1,972	36.00
37.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Wages		0	65	0	0	13,122	13,122	13,122	37.00
38.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Benefits		0	65	0	0	1,024	1,024	1,024	38.00
39.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	5	0	0	35,568	35,568	35,568	39.00
40.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	5	0	0	8,823	8,823	8,823	40.00
41.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	165	0	0	745,588	745,588	745,588	41.00
42.00		0			0		0	0	0	0	0	42.00
43.00		0			0		0	0	0	0	0	43.00
44.00		0			0		0	0	0	0	0	44.00
45.00		0			0		0	0	0	0	0	45.00
46.00		0			0		0	0	0	0	0	46.00
47.00		0			0		0	0	0	0	0	47.00
48.00		0			0		0	0	0	0	0	48.00
49.00		0			0		0	0	0	0	0	49.00
50.00		0			0		0	0	0	0	0	50.00
51.00		0			0		0	0	0	0	0	51.00
52.00		0			0		0	0	0	0	0	52.00
53.00		0			0		0	0	0	0	0	53.00
54.00		0			0		0	0	0	0	0	54.00
55.00		0			0		0	0	0	0	0	55.00
56.00		0			0		0	0	0	0	0	56.00
57.00		0			0		0	0	0	0	0	57.00
58.00		0			0		0	0	0	0	0	58.00
59.00		0			0		0	0	0	0	0	59.00
60.00		0			0		0	0	0	0	0	60.00
61.00		0			0		0	0	0	0	0	61.00
62.00		0			0		0	0	0	0	0	62.00
63.00		0			0		0	0	0	0	0	63.00
64.00		0			0		0	0	0	0	0	64.00
65.00		0			0		0	0	0	0	0	65.00
66.00		0			0		0	0	0	0	0	66.00
67.00		0			0		0	0	0	0	0	67.00
68.00		0			0		0	0	0	0	0	68.00
69.00		0			0		0	0	0	0	0	69.00
70.00		0			0		0	0	0	0	0	70.00
71.00		0			0		0	0	0	0	0	71.00
72.00		0			0		0	0	0	0	0	72.00

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/ Svcs	Description of Goods/ Services Received	Also Provides Goods/ Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yrs/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
73.00		0			0		0	0	0	0	0	73.00
74.00		0			0		0	0	0	0	0	74.00
75.00		0			0		0	0	0	0	0	75.00
76.00		0			0		0	0	0	0	0	76.00
77.00		0			0		0	0	0	0	0	77.00
78.00		0			0		0	0	0	0	0	78.00
79.00		0			0		0	0	0	0	0	79.00
80.00		0			0		0	0	0	0	0	80.00
81.00		0			0		0	0	0	0	0	81.00
82.00		0			0		0	0	0	0	0	82.00
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
100.00	<b>TOTAL ADJUSTMENTS</b>						943,794	943,794	1,943,273	1,943,273	2,887,867	100.00

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable



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SALARY INFORMATION FOR OWNERS/OPERATORS, RELATED PARTIES (\*) ADMINISTRATORS, ASSISTANT ADMINISTRATORS AND BOARD MEMBERS

10.4(3)

	Name of Individual	Salary Paid (From Page 10.1 Col. 1)	Benefits Paid (From Page 10.1 Col. 2)	Other Payments (From Page 10.1 Col. 3)	Description of Goods/Services Provided	Total Hours Worked (Weeks)	10.1 Line No.	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
<b>SECTION I - OWNERS/OPERATORS/RELATIVES</b>								
110.00		0	0	0		0		110.00
111.00		0	0	0		0		111.00
112.00		0	0	0		0		112.00
113.00		0	0	0		0		113.00
114.00		0	0	0		0		114.00
<b>SECTION II - RELATED PARTY OWNERS/OPERATORS EMPLOYED AT THE FACILITY</b>								
120.00		0	0	0		0		120.00
121.00		0	0	0		0		121.00
122.00		0	0	0		0		122.00
123.00		0	0	0		0		123.00
124.00		0	0	0		0		124.00
125.00		0	0	0		0		125.00
126.00		0	0	0		0		126.00
127.00		0	0	0		0		127.00
128.00		0	0	0		0		128.00
129.00		0	0	0		0		129.00
130.00		0	0	0		0		130.00
131.00		0	0	0		0		131.00
<b>SECTION III - ADMINISTRATORS (**)</b>								
140.00	HEATHER CRAIG	234,000	15,708	0		40	145	140.00
141.00		0	0	0		0		141.00
142.00		0	0	0		0		142.00
143.00		0	0	0		0		143.00
<b>SECTION IV - ASSISTANT ADMINISTRATORS (**)</b>								
145.00		0	0	0		0		145.00
146.00		0	0	0		0		146.00
147.00		0	0	0		0		147.00
148.00		0	0	0		0		148.00
<b>SECTION V - BOARD MEMBERS</b>								
150.00		0	0	0				150.00
151.00		0	0	0				151.00
152.00		0	0	0				152.00
153.00		0	0	0				153.00
154.00		0	0	0				154.00

(\*) No allowance for salaries will be considered unless full information is provided. Use additional sheets if required.

(\*\*) If more than one Administrator is reported, include dates of employment for each.

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EXPENSE TRIAL BALANCE WORKSHEET (Medi-Cal Providers, Only)

10.5

ACCOUNT TITLE		Based on Adjusted Trial Balance for Medi-Cal (Page 10.1, column 14)						
		Account Number	Salaries and Wages	Employee Benefits	Staffing Agency Cost	Other Non-Labor Expenses	Total Expenses (Sum of Cc 1-6)	
			1.00	2.00	3.00	4.00	5.00	
5.00	Plant Operations and Maintenance	5200	96,449	40,468	0	472,030	608,947	5.00
10.00	Housekeeping	5300	384,368	126,315	0	46,483	457,166	10.00
15.00	Depreciation - Bldgs. & Improvs	7110-7120				174,161	174,161	15.00
20.00	Depreciation - Leasehold Improvs	7130				0	0	20.00
25.00	Depreciation - Equipment	7140				143,413	143,413	25.00
30.00	Depreciation & Amortization - Other	7150-7160				44,502	44,502	30.00
35.00	Leases and Rentals	7200				4,868	4,868	35.00
40.00	Property Taxes	7300				19,082	19,082	40.00
45.00	Property Insurance	7400				28,078	28,078	45.00
50.00	Interest - Property, Plant & Equip	7500				40,754	40,754	50.00
55.00	Interest - Other	7600				0	0	55.00
60.00	Linen and Laundry	8400	102,323	43,082	0	21,394	168,799	60.00
65.00	Dietary	8500	434,208	193,682	0	334,333	962,223	65.00
70.00	Provision for Bad Debts	7700				0	0	70.00
<b>ANCILLARY SERVICES</b>								
75.00	Patient Supplies	8100	0	0	0	112,700	112,700	75.00
77.00	Specialized Support Staff	8150	0	0	0	3,739	3,739	77.00
80.00	Physical Therapy	8200	618,561	273,958	3,787	2,770	899,076	80.00
81.00	Respiratory Therapy	8220	0	0	0	0	0	81.00
82.00	Occupational Therapy	8250	310,523	138,037	1,800	1,270	451,630	82.00
83.00	Speech Therapy	8280	38,572	39,202	0	0	127,774	83.00
85.00	Pharmacy	8300	0	0	21,531	326,327	347,858	85.00
90.00	Laboratory	8400	0	0	0	82,998	82,998	90.00
95.00	Home Health Services	8800	0	0	0	0	0	95.00
100.00	Other Ancillary Services	8900	0	0	0	26,370	26,370	100.00
101.00	Sub-Acute Ancillary Services **	8100-8900	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services *	8100-8900	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>								
105.00	Skilled Nursing Care	8110	4,611,456	2,011,230	1,617,406	152,065	8,392,627	105.00
110.00	Intermediate Care	8120	0	0	0	0	0	110.00
115.00	Mentally Disabled Care	8130	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	8140	0	0	0	0	0	120.00
125.00	Sub-Acute Care	8150	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	8160	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	8470	0	0	0	0	0	128.00
130.00	Hospice Inpatient Care	8180	0	0	0	0	0	130.00
135.00	Other Routine Services	8190	0	0	0	0	0	135.00
138.00	Residential Care **	9100	0	0	0	0	0	138.00
140.00	Beauty and Barber		0	0	0	572	572	140.00
145.00	Other Nonreimbursable		0	0	0	0	0	145.00
155.00	Social Services	9600	79,644	33,372	0	3,916	120,932	155.00
160.00	Activities	9700	143,639	63,332	0	4,509	211,780	160.00
165.00	Administration	9800	920,537	310,142	0	3,086,921	4,317,600	165.00
166.00	Medical Records - Salaries and Wages ***	9900	38,020	13,779	0	0	51,799	166.00
167.00	DPH Licensing Fees ***	9900				134,958	134,958	167.00
168.00	Liability Insurance ***	9900				375,610	375,610	168.00
169.00	Quality Assurance Fees ***	9900				595,609	595,609	169.00
170.00	Inservice Education - Nursing	9800	66,128	29,092	0	0	95,220	170.00
174.00	Category Training ***	9900	0	0	0	0	0	174.00
175.00	Total ****		7,834,826	3,321,681	1,644,604	6,232,754	19,033,867	175.00

\* Amounts reclassified from ancillary service type accounts (lines 75 through 100)  
 \*\* Complete with Direct Residential Care Costs  
 \*\*\* Amounts reclassified from Administration (line 165)  
 \*\*\*\* Totals in column 5 must match page 10.1, column 14, for each respective cost center (except inclusions)



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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (I) (Medi-Cal Providers Only)

10.6

(INCOMPLETE, INACCURATE OR ALTERED SCHEDULES WILL NOT BE ACCEPTED FOR RATE-SETTING PURPOSES)

3.00 Total Licensed Beds Prior to Modification(s):	1.00	148	2.00
10.00 Total Licensed Beds End of Period:		148	
15.00 Total Unlicensed Beds End of Period (e.g., residential care):		0	

CAPITAL THRESHOLD 74,000  
(Licensed beds end of period \* \$500)

Section I. Capital Additions and Improvements (Excluding Replacements)

Part A. SNF Bed Additions During the Report Period

Enter Data for each Bed Addition Project Completed During the Report Period

	Project 1	Project 2	Project 3
25.00 Number of New Licensed Beds:	1.00	2.00	3.00
30.00 Date Placed into Service:	0	0	0
35.00 Total Costs:	0	0	0

Part B. Other Additions or Improvements Completed During the Report Period (note that additions or improvements must be grouped by related project; unrelated line items will be disallowed)

50.00 Project 1 Description (e.g., "HVAC System Installation", assuming detail below):	1.00	DISHWASHER
55.00 Date Placed in Service (e.g., when was project completed and available for resident use):		12/14/2021

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed
56.00 COMMERCIAL DISHWASHER REPLACEM			12/14/2021	180	135,665	733	0
57.00				0	0	0	0
58.00				0	0	0	0
59.00				0	0	0	0
60.00				0	0	0	0
61.00				0	0	0	0
62.00				0	0	0	0
63.00				0	0	0	0
64.00				0	0	0	0
65.00				0	0	0	0
66.00				0	0	0	0
67.00				0	0	0	0
68.00				0	0	0	0
69.00				0	0	0	0
70.00				0	0	0	0
71.00				0	0	0	0
72.00				0	0	0	0
73.00				0	0	0	0
74.00				0	0	0	0
75.00				0	0	0	0
76.00 Total Project 1 Costs:					135,665		

80.00 Project 2 Description (e.g., "HVAC System Installation", assuming detail below):	1.00	
85.00 Date Placed in Service (e.g., when was project completed and available for resident use):		

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed
90.00				0	0	0	0
91.00				0	0	0	0
92.00				0	0	0	0
93.00				0	0	0	0
94.00				0	0	0	0
95.00				0	0	0	0
96.00				0	0	0	0
97.00				0	0	0	0
98.00				0	0	0	0
99.00				0	0	0	0
100.00				0	0	0	0
101.00				0	0	0	0
102.00				0	0	0	0
103.00				0	0	0	0
104.00				0	0	0	0
105.00				0	0	0	0

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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (I) (Medi-Cal Providers Only)

10.6

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed		
106.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	
107.00					0	0	0	0	
108.00	Total Project 2 Costs							0	0

109.00 Project 3 Description (e.g., "HVAC System Installation", assuming detail below):

110.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed		
126.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	
127.00					0	0	0	0	
128.00					0	0	0	0	
129.00					0	0	0	0	
130.00					0	0	0	0	
131.00					0	0	0	0	
132.00					0	0	0	0	
133.00					0	0	0	0	
134.00					0	0	0	0	
135.00					0	0	0	0	
136.00					0	0	0	0	
137.00					0	0	0	0	
138.00	Total Project 3 Costs							0	0

139.00 Project 4 Description (e.g., "HVAC System Installation", assuming detail below):

140.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed		
156.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	
157.00					0	0	0	0	
158.00					0	0	0	0	
159.00					0	0	0	0	
160.00					0	0	0	0	
161.00					0	0	0	0	
162.00					0	0	0	0	
163.00					0	0	0	0	
164.00					0	0	0	0	
165.00					0	0	0	0	
166.00					0	0	0	0	
167.00					0	0	0	0	
168.00	Total Project 4 Costs							0	0

169.00 Project 5 Description (e.g., "HVAC System Installation", assuming detail below):

170.00 Date Placed in Service (e.g., when was project completed and available for resident use?):

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No)?	Invoice Date	Useful Life (in months)(2)	Total Cost	Depreciation Expense	Amount Financed	
186.00	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
187.00					0	0	0	0
188.00					0	0	0	0
189.00					0	0	0	0
190.00					0	0	0	0
191.00					0	0	0	0
192.00					0	0	0	0
193.00					0	0	0	0

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CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (I) (Medi-Cal Providers Only)

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No) <sup>(1)</sup>	Invoice Date	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Accum. Depreciation	Adjusted Basis
194.00				0	0	0	0	0
195.00				0	0	0	0	0
196.00				0	0	0	0	0
197.00				0	0	0	0	0
198.00 Total Project 1 Costs					0	0	0	0

Section II. Capital Replacements Completed During the Report Period

Part A. Acquisition Costs and Depreciation for Replacement Asset

Replacement Asset

Detailed Description	Leased or Rented	Related Party Transaction (Yes or No) <sup>(1)</sup>	Date Placed in Service	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Basis	Adjusted Basis <sup>(3)</sup>
200.00				0	0	0	0	0
201.00				0	0	0	0	0
202.00				0	0	0	0	0
203.00				0	0	0	0	0
204.00				0	0	0	0	0
205.00				0	0	0	0	0
206.00				0	0	0	0	0
207.00				0	0	0	0	0
208.00				0	0	0	0	0
209.00				0	0	0	0	0
210.00 Total - Section II, Part A Only					0	0	0	0

Part B. Acquisition Costs and Depreciation of Retired Asset

Retired Asset

Detailed Description	Section II, Part A Line No. Reference	Useful Life (in months) <sup>(2)</sup>	Total Cost	Depreciation Expense	Date Acquired	Date of Disposal	Basis	Adjusted Basis <sup>(3)</sup>	Manner of Disposition <sup>(4)</sup>
230.00	0	0	0	0			0	0	0
231.00	0	0	0	0			0	0	0
232.00	0	0	0	0			0	0	0
233.00	0	0	0	0			0	0	0
234.00	0	0	0	0			0	0	0
235.00	0	0	0	0			0	0	0
236.00	0	0	0	0			0	0	0
237.00	0	0	0	0			0	0	0
238.00	0	0	0	0			0	0	0
239.00	0	0	0	0			0	0	0
240.00 Total - Section II, Part B Only			0	0			0	0	0

Notes:

- For the purposes of this voluntary supplemental schedule, the following definitions apply:
  - Capital Addition - land, buildings, building equipment and major moveable equipment that have an estimated useful life at the time of the acquisition of at least two years, a historical cost of at least \$5,000 per item, and is not considered a replacement of a previously acquired asset.
  - Capital Improvement - betterment of land, buildings, building equipment, major moveable equipment or leasehold property that either extends the useful life of at least two years beyond the original useful life of such asset or significantly increases the productivity of such asset, a cost of at least \$5,000 per item and is not considered a replacement of a previously acquired asset.
  - Capital Replacement - land, buildings, building equipment, major moveable equipment and leasehold improvements that would be classified as a capital addition or improvement under the above definitions, except that such asset is considered a replacement of a previously acquired asset. A replacement is an asset that fills the place, position or purpose once filled by an asset that has been lost, destroyed, discarded or is no longer usable or adequate.
- Refer to CMS Publication 15-1, Sections 104-117 for additional information on useful life standards.
- Refer to CMS Publication 15-1, Section 132 for additional information.
- Refer to CMS Publication 15-1, Section 108 for additional information on the manner of disposition.



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ALTERNATE ALLOCATION STATISTICS - OPTIONAL (Medi-Cal Providers, Only)

10.7

	ACCOUNT TITLE	Capital	Plant Operations	Housekeeping	Laundry & Linen	Dietary	Social Services	Activities	Inservice Education	Administration	Medical Records	
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	
5.00	Plant Operations and Maintenance	432	0	0	0	0	0	0	0	0	0	5.00
10.00	Housekeeping	291	291	0	0	0	0	0	0	0	0	10.00
60.00	Laundry and Linen	456	456	456	0	0	0	0	0	0	0	60.00
65.00	Dietary	3,485	3,485	3,485	0	0	0	0	0	0	0	65.00
<b>ANCILLARY SERVICES</b>												
75.00	Patient Supplies	92	92	92	0	0	0	0	0	0	0	75.00
77.00	Specialized Support Staff	0	0	0	0	0	0	0	0	0	0	77.00
80.00	Physical Therapy	870	870	870	0	0	0	0	0	0	0	80.00
81.00	Respiratory Therapy	56	56	56	0	0	0	0	0	0	0	81.00
82.00	Occupational Therapy	216	216	216	0	0	0	0	0	0	0	82.00
83.00	Speech Therapy	275	275	275	0	0	0	0	0	0	0	83.00
85.00	Pharmacy	42	42	42	0	0	0	0	0	0	0	85.00
90.00	Laboratory	0	0	0	0	0	0	0	0	0	0	90.00
95.00	Home Health Services	0	0	0	0	0	0	0	0	0	0	95.00
100.00	Other Ancillary Services	0	0	0	0	0	0	0	0	0	0	100.00
101.00	Sub-Acute Ancillary Services	0	0	0	0	0	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services	0	0	0	0	0	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>												
105.00	Skilled Nursing Care	23,291	23,291	23,291	372,770	311,831	0	0	0	0	0	105.00
110.00	Intermediate Care	0	0	0	0	0	0	0	0	0	0	110.00
115.00	Mentally Disordered Care	0	0	0	0	0	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	0	0	0	0	0	0	0	0	0	0	120.00
125.00	Sub-Acute Care	0	0	0	0	0	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	0	0	0	0	0	0	0	0	0	0	128.00
130.00	Homecare Inpatient Care	0	0	0	0	0	0	0	0	0	0	130.00
135.00	Other Respite Services	0	0	0	0	0	0	0	0	0	0	135.00
139.00	Residential Care	0	0	0	0	0	0	0	0	0	0	139.00
140.00	Beauty and Barber	144	144	144	0	0	0	0	0	0	0	140.00
145.00	Other Noncontractible	0	0	0	0	0	0	0	0	0	0	145.00
155.00	Social Services	88	88	88	0	0	0	0	0	0	0	155.00
160.00	Activities	0	0	0	0	0	0	0	0	0	0	160.00
165.00	Administration	4,050	4,050	4,050	0	0	0	0	0	0	0	165.00
166.00	Medical Records - Salaries and Wages	121	121	121	0	0	0	0	0	0	0	166.00
170.00	Inservice Education - Nursing	0	0	0	0	0	0	0	0	0	0	170.00
174.00	Continuing Training	0	0	0	0	0	0	0	0	0	0	174.00
175.00	Total	33,912	33,496	34,189	372,770	311,831	0	0	0	0	0	175.00

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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Expense from Page 10.1, Columns 14	Plant Operations and Maintenance through Interest - Other		Laundry and Linen		Dietary			
		BASIS* Square Feet	Amount	BASIS* Clean Dry Pounds	Amount	BASIS* Number of Patient Meals	Amount		
	1.00	2.00	3.00	4.00	5.00	6.00	7.00		
5.00 General Service Costs	8,568,523		1,511,973		168,799		984,243	5.00	
<b>ANCILLARY SERVICE COST CENTERS</b>									
10.00 Patient Supplies	112,700	92	5,741	0	0			10.00	
12.00 Specialized Support Staff	3,739	0	0	0	0			12.00	
15.00 Physical Therapy	899,076	870	54,287	0	0			15.00	
16.00 Respiratory Therapy	0	56	3,494	0	0			16.00	
17.00 Occupational Therapy	451,630	216	13,478	0	0			17.00	
18.00 Speech Therapy	127,774	275	17,180	0	0			18.00	
20.00 Pharmacy	347,838	42	2,621	0	0			20.00	
25.00 Laboratory	82,998	0	0	0	0			25.00	
30.00 Home Health Services	0	0	0	0	0	0	0	30.00	
35.00 Other Ancillary Services	26,370	0	0	0	0			35.00	
<b>ROUTINE SERVICE COST CENTERS</b>									
40.00 Skilled Nursing Care	8,392,627	22,536	1,406,207	572,770	168,799	111,831	984,243	40.00	
45.00 Intermediate Care	0	0	0	0	0	0	0	45.00	
50.00 Mentally Disabled Care	0	0	0	0	0	0	0	50.00	
55.00 Developmentally Disabled Care	0	0	0	0	0	0	0	55.00	
60.00 Sub-Acute Care	0	0	0	0	0	0	0	60.00	
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	61.00	
63.00 Transitional Inpatient Care	0	0	0	0	0	0	0	63.00	
65.00 Hospice Inpatient Care	0	0	0	0	0	0	0	65.00	
70.00 Other Routine Services	0	0	0	0	0	0	0	70.00	
<b>NONREIMBURSABLE COSTS</b>									
75.00 Beauty and Barber	372	144	8,985	0	0	0	0	75.00	
80.00 Other Nonreimbursable	0	0	0	0	0	0	0	80.00	
85.00 TOTAL UNITS (Sum of lines 10 through 80)		24,251		572,770		111,831		85.00	
90.00 UNIT COST MULTIPLIER**		82.396291		0.452823		3.801164		90.00	
95.00 TOTAL COSTS (See instructions)	10,445,344		1,511,973		168,799		984,243	95.00	


\* Actual amount or count required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
	BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Co. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
	8.00	9.00	10.00	11.00	12.00	
5.00 General Service Costs		427,932		5,475,576		5.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
10.00 Patient Supplies			118,441	47,904	166,345	10.00
12.00 Specialized Support Staff			3,739	1,312	5,251	12.00
15.00 Physical Therapy			953,363	385,589	1,338,952	15.00
16.00 Respiratory Therapy			3,494	1,413	4,907	16.00
17.00 Occupational Therapy			465,108	188,113	653,221	17.00
18.00 Speech Therapy			144,934	58,819	203,553	18.00
20.00 Pharmacy			350,479	141,752	492,231	20.00
25.00 Laboratory			82,998	33,569	116,567	25.00
30.00 Home Health Services	0	0	0	0	0	30.00
35.00 Other Ancillary Services			26,370	10,665	37,035	35.00
<b>ROUTINE SERVICE COST CENTERS</b>						
40.00 Skilled Nursing Care	8,392,627	427,932	11,379,808	4,602,575	15,982,383	40.00
45.00 Intermediate Care	0	0	0	0	0	45.00
50.00 Mentally Disabled Care	0	0	0	0	0	50.00



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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 55. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
	BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Cs. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
55.00 Developmentally Disabled Care	0	0	0	0	0	55.00
60.00 Sub-Acute Care	0	0	0	0	0	60.00
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	61.00
63.00 Transitional Inpatient Care	0	0	0	0	0	63.00
65.00 Hospice Inpatient Care	0	0	0	0	0	65.00
70.00 Other Routine Services	0	0	0	0	0	70.00

NONREIMBURSABLE COSTS

75.00 Beauty and Barber			9,537	3,865	13,422	75.00
80.00 Other Nonreimbursable			0	0	0	80.00
85.00 TOTAL UNITS (Sum of lines 10 through 80)	8,392,627		13,538,291			85.00
90.00 UNIT COST MULTIPLIER**	0.050998		0.404431			90.00
95.00 TOTAL COSTS (See instructions)		427,952		5,475,876	19,013,867	95.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.


\*\* Unit Cost Multiplier must be calculated to six decimal places.

Computation of Average Cost Per Day	Skilled Nursing	Intermediate Care	Monthly Disabled	Developments By Disabled	Sub-Acute Care	Sub-Acute Care Pediatric	Transitional Inpatient Care	Hospice Inpatient Care	Other Routine Services
100.00 Cost of Routine Services (Col. 12 above, Ls. 40 through 70)	15,982,383	0	0	0	0	0	0	0	0
105.00 Total Patient (Center) Days of Services (P. 4.1, Col. 6)	37,277	0	0	0	0	0	0	0	0
110.00 Average Cost Per Day (line 100 / line 105)	428.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.




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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)
		1.00	2.00	3.00
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>				
5.00	Supervisors and Management	1,876	158,675	84.58
10.00	Geriatric Nurse Practitioners	0	0	0.00
25.00	Registered Nurses	26,348	753,284	28.59
30.00	Licensed Vocational Nurses	61,546	1,602,136	26.03
35.00	Nurse Assistants (Aides and Orderlies)	161,135	1,993,014	12.37
40.00	Technicians and Specialists	0	0	0.00
45.00	Psychiatric Technicians	0	0	0.00
60.00	Other Salaries and Wages	2,064	79,274	38.04
65.00	Subtotal (Sum of lines 5 through 60)	252,969	4,386,383	18.13
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>				
70.00	Supervisors and Management	0	0	0.00
75.00	Geriatric Nurse Practitioners	0	0	0.00
80.00	Registered Nurses	0	0	0.00
95.00	Licensed Vocational Nurses	0	0	0.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
105.00	Technicians and Specialists	0	0	0.00
110.00	Psychiatric Technicians	0	0	0.00
125.00	Other Salaries and Wages	0	0	0.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>				
140.00	Supervisors and Management	0	0	0.00
145.00	Geriatric Nurse Practitioners	0	0	0.00
150.00	Registered Nurses	0	0	0.00
155.00	Licensed Vocational Nurses	0	0	0.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
165.00	Technicians and Specialists	0	0	0.00
170.00	Psychiatric Technicians	0	0	0.00
175.00	Other Salaries and Wages	0	0	0.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>				
190.00	Supervisors and Management	0	0	0.00
191.00	Geriatric Nurse Practitioners	0	0	0.00
192.00	Registered Nurses	0	0	0.00
193.00	Licensed Vocational Nurses	0	0	0.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
195.00	Technicians and Specialists	0	0	0.00
196.00	Psychiatric Technicians	0	0	0.00
198.00	Other Salaries and Wages	0	0	0.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00
<b>ANCILLARY SERVICES:</b>				
200.00	Supervisors and Management	0	0	0.00
205.00	Registered Nurses	0	0	0.00
210.00	Licensed Vocational Nurses	0	0	0.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
220.00	Technicians and Specialists	0	0	0.00
225.00	Other Salaries and Wages	34,976	1,017,656	29.10
230.00	Subtotal (Sum of lines 200 through 225)	34,976	1,017,656	29.10

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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)
		1.00	2.00	3.00
<b>SUPPORT SERVICES:</b>				
250.00	Plant Operations and Maintenance	3,823	96,449	25.23
255.00	Housekeeping	15,914	284,368	17.87
260.00	Laundry and Linen	6,439	102,323	15.84
265.00	Dietary	24,377	441,066	18.09
270.00	Social Services	3,725	79,644	21.39
275.00	Activities	7,286	143,639	19.45
280.00	Inservice Education - Nursing	1,718	66,128	38.49
285.00	Administration	24,067	674,649	28.01
290.00	Subtotal (Sum of lines 250 through 285)	87,487	1,888,286	21.58
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 230, and 290)	375,452	7,492,325	19.96

\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off.  
Report to the nearest whole hour.

\*\* For all facilities:

Column 2, line 65 must agree with the sum of Page 10.1, column 1, lines 105, 110, 113, 120, 130 and 135.  
Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 126. Line 199 must agree with Page 10.1, column 1, line 126.  
Line 230 must agree with Page 10.1, column 1, lines 75 through 100.  
Report to the nearest whole dollar.


For non-residential care facilities:

Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities:

Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 5 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.



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LABOR REPORT

12.2

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salary and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
310.00	Social Workers (report here and include on line 270)	1,739	44,923	25.83
315.00	Activity Program Leaders (report here and include on line 275)	1,824	51,185	28.06
TEMPORARY STAFFING AGENCY SERVICES		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	3.00	3.00

**NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:**

405.00	Genetic Nurse Practitioners	0	0	0.00
410.00	Registered Nurses	4,270	171,153	40.00
415.00	Licensed Vocational Nurses	13,327	399,803	30.00
420.00	Nurse Assistants (Aides and Orderlies)	32,336	1,046,729	20.00
425.00	Psychiatric Technicians	0	0	0.00
430.00	Other Salaries and Wages	0	0	0.00
435.00	Subtotal (Sum of lines 405 through 430)	60,942	1,617,685	23.13

**SUB-ACUTE CARE NURSING SERVICES - ONLY:**

440.00	Genetic Nurse Practitioners	0	0	0.00
445.00	Registered Nurses	0	0	0.00
450.00	Licensed Vocational Nurses	0	0	0.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
460.00	Psychiatric Technicians	0	0	0.00
465.00	Other Salaries and Wages	0	0	0.00
470.00	Subtotal (Sum of lines 440 through 465)	0	0	0.00

**SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:**

475.00	Genetic Nurse Practitioners	0	0	0.00
480.00	Registered Nurses	0	0	0.00
485.00	Licensed Vocational Nurses	0	0	0.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
495.00	Psychiatric Technicians	0	0	0.00
500.00	Other Salaries and Wages	0	0	0.00
505.00	Subtotal (Sum of lines 475 through 500)	0	0	0.00

**TRANSITIONAL INPATIENT CARE - ONLY:**

510.00	Genetic Nurse Practitioners	0	0	0.00
515.00	Registered Nurses	0	0	0.00
520.00	Licensed Vocational Nurses	0	0	0.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
530.00	Psychiatric Technicians	0	0	0.00
535.00	Other Salaries and Wages	0	0	0.00
540.00	Subtotal (Sum of lines 510 through 535)	0	0	0.00

**SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING:**

		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0	0.00
560.00	Activity Program Leaders (do not include on lines 430, 465, 500, or 535)	0	0	0.00


**LABOR TURNOVER**

	All Employees	Direct Nursing Employees*	Nurse Assistants
	1.00	2.00	3.00
605.00	Number of employees at beginning of period	177	300
610.00	Number of employees at end of period	141	73
615.00	Average number of employees (See instructions)	159	88
620.00	Total number of people employed during the period **	217	117
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	36.46	32.95
630.00	Number of employees with continuous service for entire reporting period	121	65

\* Include all employees (RN's, LVN's, Nurse Assistants, technicians, specialists and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do include supervisors whose duties include some provision of nursing care.

\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610). This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended. Therefore, in most cases, line 620 should be greater than this calculation.



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PAYROLL-BASED JOURNAL PUBLIC USE FILE

12.3

Quarter: 12/10/2021

	Week Date	MDS Cases	Total Registered Nurse Directs of Nursing Hours	Employee Registered Nurse Directs of Nursing Hours	Contracted Registered Nurse Directs of Nursing Hours	Total Registered Nurse Administration Hours	Employee Registered Nurse Administration Hours	Contracted Registered Nurse Administration Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administration Hours	Employee Licensed Practical Nurse Administration Hours	
2.00	10/01/2021	104	3.00	5.00	0.00	0.00	0.00	0.00	58.00	41.00	15.00	0.00	0.00	2.00
3.00	10/02/2021	102	0.00	0.00	0.00	0.00	0.00	0.00	46.00	38.00	3.00	0.00	0.00	3.00
4.00	10/03/2021	102	0.00	0.00	0.00	0.00	0.00	0.00	40.00	14.00	26.00	0.00	0.00	4.00
5.00	10/04/2021	101	3.00	5.00	0.00	0.00	0.00	0.00	33.00	25.00	3.00	0.00	0.00	5.00
6.00	10/05/2021	101	3.00	5.00	0.00	0.00	0.00	0.00	57.00	41.00	16.00	6.00	5.00	6.00
7.00	10/06/2021	101	3.00	5.00	0.00	0.00	0.00	0.00	32.00	34.00	17.00	6.00	6.00	7.00
8.00	10/07/2021	100	3.00	5.00	0.00	0.00	0.00	0.00	77.00	45.00	32.00	7.00	7.00	8.00
9.00	10/08/2021	96	3.00	5.00	0.00	0.00	0.00	0.00	55.00	31.00	24.00	6.00	6.00	9.00
10.00	10/09/2021	98	0.00	0.00	0.00	0.00	0.00	0.00	30.00	22.00	3.00	0.00	0.00	10.00
11.00	10/10/2021	98	0.00	0.00	0.00	0.00	0.00	0.00	26.00	18.00	3.00	0.00	0.00	11.00
12.00	10/11/2021	98	3.00	5.00	0.00	0.00	0.00	0.00	61.00	53.00	3.00	6.00	6.00	12.00
13.00	10/12/2021	96	3.00	5.00	0.00	0.00	0.00	0.00	46.00	38.00	7.00	6.00	6.00	13.00
14.00	10/13/2021	93	3.00	5.00	0.00	0.00	0.00	0.00	38.00	30.00	3.00	6.00	6.00	14.00
15.00	10/14/2021	95	3.00	5.00	0.00	0.00	0.00	0.00	48.00	26.00	14.00	7.00	7.00	15.00
16.00	10/15/2021	94	3.00	5.00	0.00	0.00	0.00	0.00	52.00	44.00	3.00	5.00	5.00	16.00
17.00	10/16/2021	98	0.00	0.00	0.00	0.00	0.00	0.00	45.00	37.00	3.00	0.00	0.00	17.00
18.00	10/17/2021	96	0.00	0.00	0.00	0.00	0.00	0.00	55.00	39.00	16.00	0.00	0.00	18.00
19.00	10/18/2021	101	3.00	5.00	0.00	0.00	0.00	0.00	52.00	44.00	3.00	8.00	8.00	19.00
20.00	10/19/2021	106	3.00	5.00	0.00	0.00	0.00	0.00	56.00	46.00	16.00	3.00	3.00	20.00
21.00	10/20/2021	106	3.00	5.00	0.00	0.00	0.00	0.00	64.00	47.00	16.00	3.00	3.00	21.00
22.00	10/21/2021	108	3.00	5.00	0.00	0.00	0.00	0.00	64.00	56.00	3.00	6.00	6.00	22.00
23.00	10/22/2021	108	3.00	5.00	0.00	0.00	0.00	0.00	43.00	43.00	0.00	3.00	3.00	23.00
24.00	10/23/2021	107	0.00	0.00	0.00	0.00	0.00	0.00	46.00	29.00	16.00	0.00	0.00	24.00
25.00	10/24/2021	106	0.00	0.00	0.00	0.00	0.00	0.00	28.00	28.00	0.00	0.00	0.00	25.00
26.00	10/25/2021	112	3.00	5.00	0.00	0.00	0.00	0.00	59.00	43.00	15.00	10.00	10.00	26.00
27.00	10/26/2021	113	3.00	5.00	0.00	0.00	0.00	0.00	62.00	54.00	3.00	10.00	10.00	27.00
28.00	10/27/2021	112	3.00	5.00	0.00	0.00	0.00	0.00	58.00	50.00	3.00	7.00	7.00	28.00
29.00	10/28/2021	111	3.00	5.00	0.00	0.00	0.00	0.00	60.00	52.00	3.00	3.00	3.00	29.00
30.00	10/29/2021	113	3.00	5.00	0.00	0.00	0.00	0.00	68.00	50.00	17.00	0.00	0.00	30.00
31.00	10/30/2021	112	0.00	0.00	0.00	0.00	0.00	0.00	34.00	26.00	3.00	9.00	9.00	31.00
32.00	10/31/2021	112	0.00	0.00	0.00	0.00	0.00	0.00	66.00	38.00	28.00	15.00	15.00	32.00
33.00	11/01/2021	110	3.00	5.00	0.00	0.00	0.00	0.00	63.00	54.00	3.00	0.00	0.00	33.00
34.00	11/02/2021	113	3.00	5.00	0.00	0.00	0.00	0.00	60.00	60.00	0.00	3.00	3.00	34.00
35.00	11/03/2021	115	3.00	5.00	0.00	0.00	0.00	0.00	77.00	57.00	19.00	3.00	3.00	35.00
36.00	11/04/2021	119	3.00	5.00	0.00	0.00	0.00	0.00	57.00	49.00	7.00	9.00	9.00	36.00
37.00	11/05/2021	120	3.00	5.00	0.00	0.00	0.00	0.00	51.00	43.00	3.00	3.00	3.00	37.00
38.00	11/06/2021	119	0.00	0.00	0.00	0.00	0.00	0.00	42.00	42.00	0.00	2.00	2.00	38.00
39.00	11/07/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	58.00	34.00	23.00	0.00	0.00	39.00
40.00	11/08/2021	123	3.00	5.00	0.00	0.00	0.00	0.00	50.00	42.00	7.00	3.00	3.00	40.00
41.00	11/09/2021	120	0.00	0.00	0.00	0.00	0.00	0.00	50.00	34.00	15.00	9.00	9.00	41.00
42.00	11/10/2021	122	0.00	0.00	0.00	0.00	0.00	0.00	37.00	49.00	7.00	3.00	3.00	42.00
43.00	11/11/2021	119	0.00	0.00	0.00	0.00	0.00	0.00	50.00	42.00	3.00	3.00	3.00	43.00
44.00	11/12/2021	118	0.00	0.00	0.00	0.00	0.00	0.00	50.00	42.00	3.00	9.00	9.00	44.00
45.00	11/13/2021	116	0.00	0.00	0.00	0.00	0.00	0.00	40.00	34.00	16.00	1.00	1.00	45.00
46.00	11/14/2021	116	0.00	0.00	0.00	0.00	0.00	0.00	17.00	9.00	3.00	6.00	6.00	46.00
47.00	11/15/2021	115	3.00	5.00	0.00	0.00	0.00	0.00	75.00	42.00	32.00	3.00	3.00	47.00
48.00	11/16/2021	113	3.00	5.00	0.00	0.00	0.00	0.00	63.00	39.00	23.00	9.00	9.00	48.00
49.00	11/17/2021	115	3.00	5.00	0.00	0.00	0.00	0.00	70.00	54.00	16.00	1.00	1.00	49.00
50.00	11/18/2021	115	3.00	5.00	0.00	0.00	0.00	0.00	53.00	37.00	16.00	9.00	9.00	50.00
51.00	11/19/2021	114	3.00	5.00	0.00	0.00	0.00	0.00	31.00	33.00	16.00	9.00	9.00	51.00
52.00	11/20/2021	113	0.00	0.00	0.00	0.00	0.00	0.00	44.00	28.00	16.00	0.00	0.00	52.00
53.00	11/21/2021	113	0.00	0.00	0.00	0.00	0.00	0.00	49.00	33.00	15.00	3.00	3.00	53.00
54.00	11/22/2021	110	3.00	5.00	0.00	0.00	0.00	0.00	53.00	46.00	7.00	3.00	3.00	54.00



Facility D B A Name: <b>ESKATON CARE CENTER GREENHAVEN</b>	Report Period End: <b>12/31/2021</b>	Run Date Time: <b>7/22/2022 10:12 am</b> MCRIF32- Version: <b>LTCIR 45.6.174.1</b>	
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PAYROLL-BASED JOURNAL PUBLIC USE FILE

Quarter: 12/10/2021

	Work Date	MDS Census	Total Registered Nurse Director of Nursing Hours	Employee Registered Nurse Director of Nursing Hours	Contracted Registered Nurse Director of Nursing Hours	Total Registered Nurse Administration Hours	Employee Registered Nurse Administration Hours	Contracted Registered Nurse Administration Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administration Hours	Employee Licensed Practical Nurse Administration Hours	
		1.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	
55.00	11/23/2021	110	8.00	8.00	0.00	0.00	0.00	0.00	61.00	45.00	16.00	9.00	9.00	35.00
56.00	11/24/2021	110	8.00	8.00	0.00	0.00	0.00	0.00	54.00	47.00	7.00	8.00	8.00	56.00
57.00	11/25/2021	110	0.00	0.00	0.00	0.00	0.00	0.00	47.00	24.00	22.00	0.00	0.00	57.00
58.00	11/26/2021	109	0.00	0.00	0.00	0.00	0.00	0.00	42.00	28.00	18.00	9.00	9.00	58.00
59.00	11/27/2021	108	0.00	0.00	0.00	0.00	0.00	0.00	54.00	31.00	23.00	0.00	0.00	59.00
60.00	11/28/2021	107	0.00	0.00	0.00	0.00	0.00	0.00	71.00	37.00	34.00	0.00	0.00	60.00
61.00	11/29/2021	103	0.00	0.00	0.00	0.00	0.00	0.00	40.00	32.00	7.00	9.00	9.00	61.00
62.00	11/30/2021	101	8.00	8.00	0.00	0.00	0.00	0.00	28.00	20.00	7.00	8.00	9.00	62.00
63.00	12/01/2021	101	0.00	0.00	0.00	0.00	0.00	0.00	33.00	26.00	7.00	8.00	8.00	63.00
64.00	12/02/2021	101	0.00	0.00	0.00	0.00	0.00	0.00	39.00	32.00	7.00	7.00	7.00	64.00
65.00	12/03/2021	99	0.00	0.00	0.00	0.00	0.00	0.00	52.00	44.00	8.00	8.00	8.00	65.00
66.00	12/04/2021	101	0.00	0.00	0.00	0.00	0.00	0.00	49.00	33.00	16.00	0.00	0.00	66.00
67.00	12/05/2021	102	0.00	0.00	0.00	0.00	0.00	0.00	59.00	35.00	24.00	0.00	0.00	67.00
68.00	12/06/2021	105	0.00	0.00	0.00	0.00	0.00	0.00	44.00	44.00	0.00	9.00	9.00	68.00
69.00	12/07/2021	108	8.00	8.00	0.00	0.00	0.00	0.00	48.00	32.00	18.00	9.00	9.00	69.00
70.00	12/08/2021	106	8.00	8.00	0.00	0.00	0.00	0.00	41.00	33.00	8.00	8.00	8.00	70.00
71.00	12/09/2021	107	8.00	8.00	0.00	0.00	0.00	0.00	35.00	25.00	0.00	8.00	8.00	71.00
72.00	12/10/2021	107	8.00	8.00	0.00	0.00	0.00	0.00	48.00	40.00	8.00	9.00	9.00	72.00
74.00	<b>TOTAL</b>	<b>7,656</b>	<b>320.00</b>	<b>320.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,992.00</b>	<b>2,687.00</b>	<b>885.00</b>	<b>402.00</b>	<b>402.00</b>	<b>94.00</b>

Quarter: 12/10/2021

	Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aids / Technician Hours	Employee Med Aids / Technician Hours	Contracted Med Aids / Technician Hours	
	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00	26.00	
2.00	0.00	154.00	130.00	24.00	287.00	232.00	55.00	8.00	8.00	0.00	0.00	0.00	0.00	2.00
3.00	0.00	138.00	83.00	47.00	364.00	277.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
4.00	0.00	87.00	73.00	24.00	289.00	218.00	71.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
5.00	0.00	181.00	127.00	54.00	335.00	224.00	111.00	11.00	11.00	0.00	0.00	0.00	0.00	5.00
6.00	0.00	164.00	134.00	30.00	321.00	220.00	101.00	16.00	16.00	0.00	0.00	0.00	0.00	6.00
7.00	0.00	172.00	132.00	40.00	334.00	231.00	103.00	12.00	12.00	0.00	0.00	0.00	0.00	7.00
8.00	0.00	136.00	112.00	24.00	348.00	260.00	88.00	13.00	13.00	0.00	0.00	0.00	0.00	8.00
9.00	0.00	171.00	147.00	24.00	334.00	262.00	72.00	11.00	11.00	0.00	0.00	0.00	0.00	9.00
10.00	0.00	116.00	100.00	16.00	244.00	203.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
11.00	0.00	106.00	90.00	16.00	275.00	205.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00
12.00	0.00	128.00	104.00	24.00	300.00	276.00	24.00	9.00	9.00	0.00	0.00	0.00	0.00	12.00
13.00	0.00	159.00	97.00	42.00	319.00	297.00	24.00	8.00	8.00	0.00	0.00	0.00	0.00	13.00
14.00	0.00	146.00	121.00	25.00	337.00	251.00	86.00	7.00	7.00	0.00	0.00	0.00	0.00	14.00
15.00	0.00	131.00	112.00	19.00	319.00	241.00	79.00	7.00	7.00	0.00	0.00	0.00	0.00	15.00
16.00	0.00	179.00	120.00	59.00	322.00	274.00	48.00	8.00	8.00	0.00	0.00	0.00	0.00	16.00
17.00	0.00	87.00	79.00	8.00	313.00	290.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00
18.00	0.00	101.00	93.00	8.00	294.00	247.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00
19.00	0.00	135.00	113.00	22.00	339.00	277.00	62.00	8.00	8.00	0.00	0.00	0.00	0.00	19.00
20.00	0.00	164.00	140.00	24.00	357.00	271.00	86.00	7.00	7.00	0.00	0.00	0.00	0.00	20.00
21.00	0.00	155.00	118.00	37.00	320.00	249.00	72.00	7.00	7.00	0.00	0.00	0.00	0.00	21.00
22.00	0.00	172.00	119.00	52.00	347.00	252.00	95.00	7.00	7.00	0.00	0.00	0.00	0.00	22.00
23.00	0.00	136.00	112.00	24.00	355.00	278.00	77.00	8.00	8.00	0.00	0.00	0.00	0.00	23.00
24.00	0.00	85.00	85.00	0.00	343.00	284.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00
25.00	0.00	196.00	90.00	16.00	380.00	281.00	99.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
26.00	0.00	147.00	123.00	24.00	324.00	280.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00
27.00	0.00	168.00	120.00	47.00	327.00	271.00	56.00	7.00	7.00	0.00	0.00	0.00	0.00	27.00
28.00	0.00	140.00	124.00	16.00	380.00	289.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00
29.00	0.00	148.00	124.00	24.00	380.00	289.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00



Facility D.B.A. Name:  
**ESKATON CARE CENTER GREENHAVEN**

Report Period  
 End: 12/31/2021

Run Date Time: 7/22/2022 10:12 am  
 MCRIF32-  
 Version: LTCIR  
 45 & 174.1



PAYROLL-BASED JOURNAL PUBLIC USE FILE

12.3


Quarter: 12/10/2021

	Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aide / Technician Hours	Employee Med Aide / Technician Hours	Contracted Med Aide / Technician Hours	
	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00	26.00	
30.00	0.00	172.00	124.00	48.00	333.00	271.00	62.00	7.00	7.00	0.00	0.00	0.00	0.00	30.00
31.00	0.00	99.00	83.00	16.00	328.00	263.00	65.00	7.00	7.00	0.00	0.00	0.00	0.00	31.00
32.00	0.00	89.00	89.00	0.00	297.00	243.00	54.00	7.00	7.00	0.00	0.00	0.00	0.00	32.00
33.00	0.00	169.00	121.00	48.00	347.00	284.00	63.00	7.00	7.00	0.00	0.00	0.00	0.00	33.00
34.00	0.00	178.00	145.00	33.00	311.00	233.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00
35.00	0.00	167.00	140.00	26.00	317.00	238.00	79.00	7.00	7.00	0.00	0.00	0.00	0.00	35.00
36.00	0.00	185.00	114.00	70.00	318.00	231.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00
37.00	0.00	205.00	158.00	49.00	337.00	229.00	109.00	0.00	0.00	0.00	0.00	0.00	0.00	37.00
38.00	0.00	118.00	68.00	49.00	328.00	254.00	73.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00
39.00	0.00	107.00	73.00	32.00	345.00	269.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	39.00
40.00	0.00	174.00	122.00	52.00	286.00	248.00	118.00	7.00	7.00	0.00	0.00	0.00	0.00	40.00
41.00	0.00	199.00	139.00	60.00	337.00	257.00	100.00	7.00	7.00	0.00	0.00	0.00	0.00	41.00
42.00	0.00	179.00	133.00	45.00	364.00	270.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	42.00
43.00	0.00	175.00	119.00	53.00	374.00	265.00	109.00	0.00	0.00	0.00	0.00	0.00	0.00	43.00
44.00	0.00	165.00	109.00	56.00	364.00	281.00	103.00	0.00	0.00	0.00	0.00	0.00	0.00	44.00
45.00	0.00	109.00	85.00	24.00	375.00	279.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00
46.00	0.00	118.00	110.00	8.00	332.00	265.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	46.00
47.00	0.00	152.00	112.00	40.00	338.00	250.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	47.00
48.00	0.00	178.00	115.00	63.00	347.00	266.00	76.00	7.00	7.00	0.00	0.00	0.00	0.00	48.00
49.00	0.00	175.00	136.00	39.00	357.00	288.00	89.00	7.00	7.00	0.00	0.00	0.00	0.00	49.00
50.00	0.00	172.00	121.00	51.00	343.00	280.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00
51.00	0.00	179.00	112.00	67.00	356.00	235.00	119.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
52.00	0.00	103.00	84.00	19.00	344.00	289.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00
53.00	0.00	120.00	72.00	48.00	371.00	261.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00
54.00	0.00	191.00	157.00	34.00	332.00	265.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	54.00
55.00	0.00	160.00	131.00	29.00	381.00	290.00	71.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00
56.00	0.00	169.00	140.00	23.00	345.00	281.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00
57.00	0.00	115.00	67.00	47.00	346.00	259.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	57.00
58.00	0.00	119.00	71.00	48.00	343.00	248.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00
59.00	0.00	103.00	71.00	32.00	354.00	258.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	59.00
60.00	0.00	93.00	69.00	23.00	332.00	268.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
61.00	0.00	154.00	110.00	43.00	369.00	271.00	97.00	0.00	0.00	0.00	0.00	0.00	0.00	61.00
62.00	0.00	155.00	121.00	33.00	332.00	285.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	62.00
63.00	0.00	163.00	127.00	35.00	320.00	264.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	63.00
64.00	0.00	169.00	113.00	56.00	332.00	283.00	49.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00
65.00	0.00	113.00	84.00	28.00	369.00	255.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00
66.00	0.00	127.00	68.00	59.00	327.00	288.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	66.00
67.00	0.00	69.00	53.00	16.00	289.00	265.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	67.00
68.00	0.00	149.00	115.00	33.00	328.00	255.00	71.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00
69.00	0.00	148.00	117.00	31.00	306.00	250.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	69.00
70.00	0.00	175.00	109.00	65.00	312.00	256.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00
71.00	0.00	151.00	119.00	32.00	337.00	265.00	72.00	0.00	0.00	0.00	0.00	0.00	0.00	71.00
72.00	0.00	168.00	120.00	48.00	319.00	248.00	72.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00
94.00	8.00	10,209.00	7,790.00	2,472.00	23,699.00	18,385.00	5,313.00	209.00	209.00	8.00	0.00	0.00	0.00	94.00

**SECTION 999.5(d)(5)(C)**

**9) Medi-Cal Cost Report data for Greenhaven dated  
December 31, 2020**

**Please note that information unrelated to Fair Oaks,  
Greenhaven, and Manzanita has been redacted.**

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32 Version: 44.8.172.4	
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## INTEGRATED DISCLOSURE AND MEDI-CAL COST REPORT

### GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES INCORPORATED		2. State License Number: 300000138		3. Medi-Cal Provider Number: LTC55098F	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER GREENHAVEN		5. Facility Business Phone: 916.593.7530			
6. Facility Street Address: 455 FLORIN ROAD		7. City: SACRAMENTO		8. Zip Code: 95831	
9. Mailing Address - Street or P.O. Box (if different):		10. City:		11. Zip Code:	
12. Administrator: HEATHER CRAIG					
13. Report Contact Person: PATRICIA E SKARSHAUG				14. Phone Number: 916.334.0910	
15. Mailing Address - Street or P.O. Box: 1105 MANZANITA AVE		16. City: CARMICHAEL		17. State: CA	
19. Previous Name of Facility if Changed Since Previous Report:				18. Zip Code: 95608	
				20. Date of Change:	
21. Previous State License Number:		22. Date of Change:		23. Previous Medi-Cal Provider No.:	
				24. Date of Change:	
25. Reporting Period Begin: 01/01/2020			26. Reporting Period End: 12/31/2020		

### CERTIFICATION

I, \_\_\_\_\_, verify under penalty of perjury as follows: That I am an official of \_\_\_\_\_  
(Name of Individual) (Name of Facility (D.B.A.))  
and am duly authorized to sign this certification, that the Office of Statewide Health Planning and Development's accounting and reporting system as set forth in the Office's "Accounting and Reporting Manual for California Long Term Care Facilities" has been implemented by this institution, that as applicable, the data in the accompanying reports are based on that system, and that to the best of my knowledge and information I believe such statement and data in the accompanying report to be true and correct, and in compliance with Section 11511.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER GREENHAVEN

(Name of Facility (D.B.A.))

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

(Signature)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

CA

### NOTICE


Please be advised that submission of cost reports for items or services which were not provided, are not reimbursable under the Medi-Cal program; or are claimed in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14125.2.

All Facilities, mail original and two copies to:  
Office of Statewide Health Planning and Development  
Accounting and Reporting Systems Section  
2020 West El Camino Avenue, Suite 1100  
Sacramento, CA 95833

DO NOT MAIL ANY REPORT  
TO DEPARTMENT OF HEALTH SERVICES

Telephone: (916) 326-3854



Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION

2.1

License Category (Check Only One)	(X)	Third Party Payor Programs (Complete all that apply)	Date Certified	(X)
1.00 SKILLED NURSING FACILITY	<input checked="" type="checkbox"/>	1.01 MEDICARE	2.00 07/01/1996	3.00 1.00
2.00 INTERMEDIATE CARE FACILITY	<input type="checkbox"/>	MEDI-CAL/SNF	07/01/1996	2.00
3.00 SNF/RESIDENTIAL	<input type="checkbox"/>	MEDI-CAL/SCF		3.00
4.00 ICF/RESIDENTIAL	<input type="checkbox"/>	MEDI-CAL/MD		4.00
5.00 CONGREGATE LIVING HEALTH FACILITY	<input type="checkbox"/>	MEDI-CAL/DD		5.00
6.00	<input type="checkbox"/>	SHORT-DOYLE		6.00
7.00	<input type="checkbox"/>	VA		7.00
8.00	<input type="checkbox"/>	CHAMPUS		8.00
9.00	<input type="checkbox"/>	OTHER (DESCRIBE)		9.00
Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)	(X)	
10.00 CHURCH RELATED	<input type="checkbox"/>	1.01 CORPORATION	3.00 10.00	
11.00 NOT-FOR-PROFIT	<input checked="" type="checkbox"/>	DIVISION OF A CORPORATION	X 11.00	
12.00 INVESTOR OWNED	<input type="checkbox"/>	PARTNERSHIP	12.00	
13.00 GOVERNMENT:	<input type="checkbox"/>	PROPRIETORSHIP	13.00	
14.00 -- STATE	<input type="checkbox"/>	OTHER (DESCRIBE)	14.00	
15.00 -- COUNTY	<input type="checkbox"/>			
16.00 -- CITY/COUNTY	<input type="checkbox"/>			
17.00 -- CITY	<input type="checkbox"/>			
18.00 -- DISTRICT	<input type="checkbox"/>			

Describe any items which management believes may have a significant effect on the data in this report:

25.00 \_\_\_\_\_


26.00 \_\_\_\_\_

27.00 \_\_\_\_\_

28.00 \_\_\_\_\_

29.00 \_\_\_\_\_

30.00 \_\_\_\_\_

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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SERVICES INVENTORY


2.2

	Health Service	Code*	
		1.00	
1.00	Pharmacy	3	1.00
2.00	Patient Supplies	1	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	1	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	1	7.00
8.00	Occupational Therapy	1	8.00
9.00	AUDIOLOGY	5	9.00
10.00	PROSTHETIC DEVICES	5	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	5	12.00
13.00	DENTAL CARE	5	13.00
14.00	PODIATRIC CARE	5	14.00
15.00	CHIROPRACTIC CARE	5	15.00
16.00	OPTOMETRIC CARE	5	16.00
17.00	PSYCHIATRIC CARE	5	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

- 1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 10.1, columns 1, 2, and 3.
- 2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 10.1, column 3.
- 3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 10.1, column 3.

- 4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.
- 5 - Service NOT MAINTAINED in facility and no formal referral agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.
- 6 - Service MAINTAINED, but not used during reporting cycle.

Facility D.B.A. Name: <b>ESKATON CARE CENTER GREENHAVEN</b>	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32: <b>LTCIR</b> Version: 44.8.172.4	
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**FACILITY ORGANIZATION AND OTHER INFORMATION**

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

5.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: **ESKATON PROPERTIES INCORPORATED**

20.00 Address: **5105 MANZANITA AVE**

25.00 City: **CARMICHAEL** 30. State: **CA** 35. ZIP: **95608**

**D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL**

	1.00 Name	2.00 Street Name & Number	3.00 City	4.00 State	5.00 Zip Code	6.00 % of Ownership	
40.00	ESKATON CARE CENTER FAIR OAKS	11300 FAIR OAKS BLVD	FAIR OAKS	CA	95628	100	40.00
41.00	ESKATON CARE CENTER MANZANITA	5318 MANZANITA AVE	CARMICHAEL	CA	95608	100	41.00

44.00						0	44.00
45.00						0	45.00
46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

**E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST**

90.00						0	90.00
91.00						0	91.00
92.00						0	92.00
93.00						0	93.00
94.00						0	94.00
95.00						0	95.00
96.00						0	96.00
97.00						0	97.00
98.00						0	98.00
99.00						0	99.00
100.00						0	100.00
101.00						0	101.00
102.00						0	102.00



Facility D.B.A. Name: <b>ESKATON CARE CENTER GREENHAVEN</b>	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32: <b>LTCIR</b> Version: 44.8.172.4
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

103.00		103.00
104.00		104.00
105.00		105.00
106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00

CONFIDENTIAL  
 JOHANNA W. WILLIAMS  
 jwilliams@hansonbric.com  
 408-555-1234

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name	Occupation	
	1.00	2.00	
130.00	SUSAN DEMARIOS	STATE POLICY DIRECTOR	130.00
131.00	ROBERT EDMONDSON	CONSULTANT (RETIRED)	131.00
132.00	DOUGLAS ELMETS	CEO COMMUNICATIONS	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	JACQUELYN KUNG	CONSULTANT	134.00
135.00	PATRICIA MCFARLAND	NURSE (RETIRED)	135.00
136.00			136.00
137.00			137.00
138.00			138.00
139.00			139.00
140.00			140.00
141.00			141.00
142.00			142.00
143.00			143.00
144.00			144.00
145.00			145.00


G. Does the facility use a management company?

Yes      No     (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_  
 210.00 Address: \_\_\_\_\_  
 215.00 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32: Version: 44.8.172.4	
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RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

FOR MEDICAL PROVIDERS, ONLY

M. Are Financial Statements available for the reporting period?

323.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(If "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocations	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	SUPPORT SERVICES	6901	1,110,998	ADMINISTRATIVE SERVICES	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			1,110,998	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00	SUPPORT SERVICES	6901	350,791	ADMINISTRATIVE SERVICES	344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			350,791	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			1,461,789	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of depreciation, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No

(If "Yes" and through a savings and loan, include the name and address on lines 363 through 369 below)

(If "Yes" and through a trust system, complete lines 370 through 375)

363.00 Name:

366.00 Address:

367.00 City:


368. State:

369. Zip:

PATIENT TRUST ACTIVITY ACCOUNT

	1.00	
370.00 Balance of Trust Account at beginning of the reporting period	0	370.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	0	371.00
372.00 Interest Added / Earned	0	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	0	373.00
374.00 Total Trust Account Expenditures	0	374.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	0	375.00



Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32: Version: 44.8.172.4	
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FACILITY PATIENT DAYS BY PAYER

4.1

PATIENT (Census) DAYS	Account Number	Medicare	Medi-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
		1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>								
5.00 Skilled Nursing Care	3100	1,515	33,203	1,750	5,551	0	42,028	5.00
10.00 Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00 Mentally Disordered Care	3300	0	0	0	0	0	0	15.00
20.00 Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00 Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00 Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00 Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00 Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00 Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00 Subtotal (Lines 5 through 45)		1,515	33,203	1,750	5,551	0	42,028	70.00


Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR
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FACILITY REVENUE INFORMATION

GROSS REVENUE		Account Number	Medicare		Medi-Cal		Self-Pay		Managed Care	
			Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 00	Outpatient 40	Inpatient 31	Outpatient 41
			1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care	3100	709,084		12,938,907		452,533		2,569,872	5.00
10.00	Intermediate Care	3200	0		0		0		0	10.00
15.00	Mentally Disordered Care	3300	0		0		0		0	15.00
20.00	Developmentally Disabled Care	3400	0		0		0		0	20.00
25.00	Sub-Acute Care	3500	0		0		0		0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0	30.00
35.00	Transitional Inpat Care	3700	0		0		0		0	35.00
40.00	Hospice Inpatient Care	3800	0		0		0		0	40.00
45.00	Other Routine Services	3900	0		0		0		0	45.00
70.00	Subtotal (Lines 5 through 45)		709,084		12,938,907		452,533		2,569,872	70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies	4100	1,656	0	9,804	0	104	0	5,434	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	4200	122,176	0	0	0	0	0	404,672	115.00
120.00	Respiratory Therapy	4250	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	124,831	0	0	0	0	0	413,761	125.00
130.00	Speech Therapy	4250	21,758	0	0	0	0	0	119,333	130.00
135.00	Pharmacy	4300	145,133	0	0	0	0	0	321,895	135.00
140.00	Laboratory	4400	20,215	0	0	0	0	0	85,320	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	21,016	0	43,082	0	1,502	0	81,658	155.00
170.00	Subtotal (Lines 105 through 155)		436,785	0	52,886	0	1,606	0	1,632,075	170.00
175.00	Total (Lines 70 and 170)		1,145,869	0	12,991,793	0	454,139	0	4,191,947	175.00
GROSS REVENUE		Other Payers		Total						
		Inpatient 09	Outpatient 40	Inpatient (ex. 1,2,5,7,9)	Outpatient (ex. 2,4,6,8,10)					
		9.00	10.00	11.00	12.00					
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care	0		16,660,396						5.00
10.00	Intermediate Care	0		0						10.00
15.00	Mentally Disordered Care	0		0						15.00
20.00	Developmentally Disabled Care	0		0						20.00
25.00	Sub-Acute Care	0		0						25.00
30.00	Sub-Acute Care-Pediatric	0		0						30.00
35.00	Transitional Inpat Care	0		0						35.00
40.00	Hospice Inpatient Care	0		0						40.00
45.00	Other Routine Services	0		0						45.00
70.00	Subtotal (Lines 5 through 45)	0		16,660,396						70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies	0	0	16,998	0					105.00
110.00	Specialized Support Staff	0	0	0	0					110.00
115.00	Physical Therapy	0	0	526,848	0					115.00
120.00	Respiratory Therapy	0	0	0	0					120.00
125.00	Occupational Therapy	0	0	538,592	0					125.00
130.00	Speech Therapy	0	0	141,093	0					130.00
135.00	Pharmacy	0	0	667,028	0					135.00
140.00	Laboratory	0	0	105,535	0					140.00
145.00	Home Health Services	0	0	0	0					145.00
155.00	Other Ancillary Services	0	0	147,256	0					155.00
170.00	Subtotal (Lines 105 through 155)	0	0	2,143,382	0					170.00
175.00	Total (Lines 70 and 170)	0	0	18,803,748	0					175.00
DEDUCTIONS FROM REVENUE		Account Number	Amount							
			1.00							
205.00	Charity Adjustments	5100	0						205.00	
210.00	Administrative Adjustments	5200	33,523						210.00	




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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-1,296,917	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	3,569,245	220.00
222.00	Contractual Adjustments - Managed Care	5330	904,689	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		3,300,540	240.00

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OTHER CENSUS AND REVENUE INFORMATION

4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	148	5.00
10.00	Average (Monthly average)	148	10.00
<b>Available Beds:</b>			
20.00	End of Period	148	20.00
25.00	Average (Monthly average)	148	25.00
40.00	Admissions (Excluding transfers)	516	40.00
45.00	Discharges (Excluding transfers)	595	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Last 10 X days in reporting period) X 100)	77.89	60.00

PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS		Total	Medi-Cal	
		1.00	2.00	
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0	100.00
115.00	Other Sub-Acute Care	0	0	115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0	120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0	130.00
145.00	Other Sub-Acute Care - Pediatric	0	0	145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0	150.00
165.00	Transitional Inpatient Care - Medical	0	0	165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0	170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0	175.00

RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY		Amount
		1.00

FOR MEDI-CAL PROVIDERS, ONLY		
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0 200.00
205.00	Less: Patient Liability	0 205.00
210.00	Less: Third Party and Other Liability	0 210.00
215.00	Less: Noncovered Charges	0 215.00
240.00	Less: Other	0 240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0 250.00



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**BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities, Only)** 5-1

ASSETS		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	1,300	1,300	0	1,300	0
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (must agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	876,367	1,474,097	0	876,367	0
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	-30,675	-23,967	0	-30,675	0
30.00	Receivables from third party payors for contract settlement	1050	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	73,335	18,623	0	73,335	0
50.00	Receivables from related parties, current	1090	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	101,388	89,282	0	101,388	0
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,031,918</b>	<b>1,588,605</b>	<b>0</b>	<b>1,031,918</b>	<b>0</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1100	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	1,183,925	1,183,925	0	1,183,925	0
100.00	Land improvements	1210	381,958	356,763	0	381,958	0
105.00	Buildings and improvements	1220	6,229,389	6,229,389	0	6,229,389	0
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	-6,462,215	-4,419,580	0	-6,462,215	0
115.00	Leasehold improvements	1230	3,856,704	3,849,157	0	3,856,704	0
120.00	Less accumulated depreciation - leasehold improvements	1280	-2,945,599	-2,773,743	0	-2,945,599	0
125.00	Equipment	1240	2,611,243	2,566,737	0	2,611,243	0
130.00	Less accumulated depreciation - equipment	1290	-2,687,934	-1,941,695	0	-2,687,934	0
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>2,787,711</b>	<b>3,049,972</b>	<b>0</b>	<b>2,787,711</b>	<b>0</b>
140.00	Construction-in-progress	1250	272,182	103,729	0	272,182	0
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	0	0	0	0	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	0	0	0	0	0
155.00	Other investments - at cost	1330	0	0	0	0	0
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	0	2,974	0	0	0
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 149 through 165)</b>		<b>0</b>	<b>2,974</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 60, 90, 135, 140, 170, and 195) (must agree with Page 5.2, line 185)</b>		<b>4,091,808</b>	<b>4,717,480</b>	<b>0</b>	<b>4,091,808</b>	<b>0</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		0	0			210.00
215.00	Cost to complete construction in progress (Line 140)		272,182	103,729			215.00



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BALANCE SHEET - GENERAL FUND

5.2

LIABILITIES AND EQUITY		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT LIABILITIES</b>							
5.00	Notes and loans payable	2000	219,214	0	0	219,214	0
10.00	Accounts payable	2010	281,959	284,017	0	281,959	0
15.00	Accrued compensation and related liabilities	2020	759	373,610	0	759	0
20.00	Other accrued liabilities	2030	12,413	0	0	12,413	0
25.00	Advances from third party payors	2040	0	0	0	0	0
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	0
35.00	Due to restricted funds	2060	0	0	0	0	0
40.00	Income taxes payable	2070	417,010	0	0	417,010	0
45.00	Payables to related parties, current	2080	0	0	0	0	0
50.00	Current maturities of long term debt (Must agree with line 125)		2,271,767	2,732,449	0	2,271,767	0
55.00	Other current liabilities	2090	3,859	137,477	0	3,859	0
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>3,136,981</b>	<b>3,827,553</b>	<b>0</b>	<b>3,136,981</b>	<b>0</b>
<b>DEFERRED CREDITS</b>							
65.00	Deferred income taxes	2110	0	0	0	0	0
70.00	Deferred third-party income	2120	0	4,084	0	0	0
75.00	Other deferred credits	2130	0	2,973	0	0	0
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>0</b>	<b>7,057</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LONG-TERM DEBT</b>							
85.00	Mortgages payable	2210	0	0	0	0	0
90.00	Construction loans	2220	0	0	0	0	0
95.00	Notes under revolving credit	2230	0	0	0	0	0
100.00	Capitalized lease obligations	2240	0	0	0	0	0
105.00	Bonds payable	2250	2,271,767	2,732,449	0	2,271,767	0
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	0
115.00	Other noncurrent liabilities	2270	0	0	0	0	0
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		2,271,767	2,732,449	0	2,271,767	0
125.00	Less amount shown as current maturities (Must agree with line 50)		-2,271,767	-2,732,449	0	-2,271,767	0
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>3,136,981</b>	<b>3,834,610</b>	<b>0</b>	<b>3,136,981</b>	<b>0</b>
<b>FUND EQUITY (not-for-profit)</b>							
140.00	General fund balance	2410 & 2430	954,827	1,182,876	0	954,827	0
145.00	Divisional fund balance	2460	0	0	0	0	0
<b>EQUITY (investor-owned)</b>							
150.00	Preferred stock	2410	0	0	0	0	0
155.00	Common stock	2420	0	0	0	0	0
160.00	Additional paid-in capital	2430	0	0	0	0	0
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	0
170.00	Less treasury stock	2450	0	0	0	0	0
175.00	Divisional equity	2460	0	0	0	0	0
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>954,827</b>	<b>1,182,876</b>	<b>0</b>	<b>954,827</b>	<b>0</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 5.1, line 200)</b>		<b>4,091,808</b>	<b>4,717,486</b>	<b>0</b>	<b>4,091,808</b>	<b>0</b>

\* From Page 3.4

\*\* Combine Columns 1 and 3

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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)	
	1.00	2.00	3.00	4.00	5.00	6.00	
1.00	105	1999	5,899,341	2029	5.50	2,271,767	1.00
2.00			0		0.00	0	2.00
3.00			0		0.00	0	3.00
4.00			0		0.00	0	4.00
5.00			0		0.00	0	5.00
6.00			0		0.00	0	6.00
7.00			0		0.00	0	7.00
8.00			0		0.00	0	8.00
9.00			0		0.00	0	9.00
10.00			0		0.00	0	10.00
11.00			0		0.00	0	11.00
12.00			0		0.00	0	12.00
13.00			0		0.00	0	13.00
14.00			0		0.00	0	14.00
15.00			0		0.00	0	15.00
16.00			0		0.00	0	16.00
17.00			0		0.00	0	17.00
18.00			0		0.00	0	18.00
19.00			0		0.00	0	19.00
20.00			0		0.00	0	20.00

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.

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ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL

5.4

	DESCRIPTION	Page 5.1 = A Page 5.2 = L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00

(\*) Disclosure must also be complete on Page 10.4, as applicable.



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## STATEMENT OF CHANGES IN EQUITY

7

	GENERAL FUND	EXTERNALLY RESTRICTED FUNDS			
		Total Equity	Plant Replacement and Expansion	Specific Purposes (A)	Endowment
1.00	BALANCE AT BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	1,182,870	0	0	0
2.00	Prior period audit adjustments	0	0	0	0
3.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
4.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
5.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
6.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
7.00	RESTATED BEGINNING BALANCE* (Combine lines 1 through 6)	1,182,870	0	0	0
<b>Additions (deductions):</b>					
8.00	Net income (loss)	-1,330,067			8.00
9.00	Capital contributions	0			9.00
10.00	Proceeds from sale of stock	0			10.00
11.00	Owners' share	0			11.00
12.00	Restricted contributions and grants		0	0	12.00
13.00	Restricted investment income		0	0	13.00
14.00	Expenditures for specific purposes		0	0	14.00
15.00	Dividends declared	0			15.00
16.00	Depreciated property, plant, and equipment	0	0	0	16.00
17.00	Acquisitions of pooled companies	0			17.00
18.00	Stock options exercised	0			18.00
19.00	Related party transfers	0			19.00
20.00	Unrealized losses on Marketable Equity Securities	0	0	0	20.00
21.00	INTERCOMPANY	1,204,904	0	0	21.00
22.00	OTHER (DESCRIBE)	0	0	0	22.00
23.00	TOTAL ADDITIONS (DEDUCTIONS) (Combine lines 8 through 22)	-225,043	0	0	23.00
<b>Transfers:</b>					
25.00	Property and equipment additions	0	0	0	25.00
26.00	Principal payments on long-term debt	0	0	0	26.00
27.00	OTHER (DESCRIBE)	0	0	0	27.00
28.00	OTHER (DESCRIBE)	0	0	0	28.00
29.00	OTHER (DESCRIBE)	0	0	0	29.00
30.00	OTHER (DESCRIBE)	0	0	0	30.00
31.00	TOTAL TRANSFERS (Combine lines 25 through 30)	0	0	0	31.00
32.00	BALANCE AT END OF YEAR** (Combine lines 7, 23, and 31)	954,827	0	0	32.00

\* Column 1, line 7 must agree with Page 5.2, column 2, line 180.

Column 2, line 7 must be equal to Page 6, column 4, line 45.

Column 3, line 7 must agree with Page 6, column 4, line 145.

Column 4, line 7 must agree with Page 6, column 4, line 243.


\*\* Column 1, line 32 must agree with Page 5.2, column 1, line 180.

Column 2, line 32 must agree with Page 6, column 3, line 45.

Column 3, line 32 must agree with Page 6, column 3, line 145.

Column 4, line 32 must agree with Page 6, column 3, line 243.


(A) District Facilities - Include Bond Interest and Redemption

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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period 100	Prior Period 200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P.4.2 Col.11 Ln.70	16,666,396	18,622,479	5.00
7.00	Gross Ancillary Services Net Revenue	P.4.2 Col.11 + C.12 Ln.170	2,143,352	3,672,665	7.00
10.00	Less: Deductions from Revenue	P.4.2 Col.1 Ln.240	3,200,940	3,269,690	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	<b>15,608,808</b>	<b>17,025,454</b>	15.00
20.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	47,914	47,961	20.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 20	<b>15,656,722</b>	<b>17,073,415</b>	25.00
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	6110	8,043,881	7,812,061	30.00
35.00	Intermediate Care	6120	0	0	35.00
40.00	Mentally Disabled Care	6130	0	0	40.00
45.00	Developmentally Disabled Care	6140	0	0	45.00
50.00	Sub-Acute Care	6150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	6160	0	0	51.00
53.00	Transitional Input Care	6170	0	0	53.00
55.00	Hospice Inpatient Care	6180	0	0	55.00
60.00	Other Routine Services	6190	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	<b>8,043,881</b>	<b>7,812,061</b>	65.00
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	6100	65,049	290,772	70.00
72.00	Specialized Support Staff	6150	0	0	72.00
75.00	Physical Therapy	6200	854,336	999,997	75.00
76.00	Respiratory Therapy	6220	0	0	76.00
77.00	Occupational Therapy	6250	427,367	541,618	77.00
78.00	Speech Therapy	6280	152,053	198,120	78.00
80.00	Pharmacy	6300	349,997	557,633	80.00
85.00	Laboratory	6400	65,509	196,758	85.00
90.00	Home Health Services	6500	0	0	90.00
95.00	Other Ancillary Services	6900	36,375	73,638	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	<b>1,950,776</b>	<b>2,668,586</b>	100.00
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Plant Operations and Maintenance	6200	343,800	346,952	105.00
110.00	Housekeeping	6300	455,076	413,077	110.00
115.00	Laundry and Linen	6400	219,493	211,623	115.00
120.00	Dietary	6500	1,003,023	1,097,068	120.00
125.00	Social Services	6600	124,234	192,211	125.00
130.00	Activities	6700	212,448	172,279	130.00
135.00	Inservice Education - Nursing	6800	82,702	87,977	135.00
140.00	Administration	6900	3,823,096	3,435,809	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	<b>6,468,932</b>	<b>5,979,976</b>	145.00
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	348,290	319,642	155.00
160.00	Leases and Rentals	7200	7,682	13,526	160.00
165.00	Property Taxes	7300	9,773	9,695	165.00
170.00	Property Insurance	7400	27,323	21,428	170.00
175.00	Interest - Property, Plant and Equipment	7500	62,305	108,774	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	<b>486,373</b>	<b>473,665</b>	180.00
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	0	185.00
190.00	Provision for Bad Debts	7700	70,169	34,437	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	<b>70,169</b>	<b>34,437</b>	195.00
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of Lines 65, 100, 145, 180, & 195	<b>16,988,129</b>	<b>16,979,198</b>	200.00
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	<b>-1,331,407</b>	<b>108,220</b>	205.00
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	0	0	210.00
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY</b>	Lines 205 + 210	<b>-1,331,407</b>	<b>108,220</b>	215.00
<b>PROVISION FOR INCOME TAXES</b>					
220.00	Current	9200	0	0	220.00
225.00	Deferred	9200	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	<b>0</b>	<b>0</b>	230.00




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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No	Current Period	Pror Period	
			100	200	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	-1,435,007	100,220	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	-1,435,007	100,220	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Fee/charge Charges at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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STATEMENT OF CASH FLOWS - GENERAL FUND

	Current Period	Prior Period	
	1.00	2.00	
<b>Cash Flows from Operating Activities and Nonoperating Revenue :</b>			
5.00 Net Income (Loss) (Must agree with Page 5, line 255)	-1,435,907	100,220	5.00
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities and nonoperating revenue :</b>			
10.00 Depreciation and amortization	0	0	10.00
15.00 Change in marketable securities	0	0	15.00
20.00 Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	504,908	242,002	20.00
25.00 Change in receivables from third-party payors	0	0	25.00
30.00 Change in other receivables	0	0	30.00
35.00 Change in due from restricted funds	0	0	35.00
40.00 Change in inventory, prepaid expenses and other current assets	-65,018	-32,268	40.00
45.00 Change in accounts payable	-2,058	50,300	45.00
50.00 Change in accrued compensation and related liabilities	-572,833	-199,157	50.00
55.00 Change in other accrued liabilities	12,413	0	55.00
60.00 Change in advances from third-party payors	0	0	60.00
65.00 Change in payables to third-party payors	0	0	65.00
70.00 Change in due to restricted funds	0	0	70.00
75.00 Change in income taxes payable and other current liabilities	283,392	74,416	75.00
80.00 Change in deferred credits	-1,057	1,177	80.00
85.00 Change in related party receivables/payables (related to operating activities)	0	0	85.00
90.00 OTHER (DESCRIBE)	0	0	90.00
95.00 Total adjustments (Sum of lines 10 through 90)	370,729	141,970	95.00
100.00 Net cash provided by (used for) operating activities (Sum of lines 5 and 95)	-1,064,278	242,190	100.00
<b>Cash Flows from Investing Activities :</b>			
105.00 Change in assets whose use is limited	0	0	105.00
110.00 Purchase of property, plant, and equipment and increase in construction in progress	0	0	110.00
115.00 OTHER (DESCRIBE)	0	0	115.00
120.00 OTHER (DESCRIBE)	0	0	120.00
125.00 OTHER (DESCRIBE)	0	0	125.00
130.00 OTHER (DESCRIBE)	0	0	130.00
135.00 OTHER (DESCRIBE)	0	0	135.00
140.00 Net cash provided by (used for) investing activities (Sum of lines 105 through 135)	0	0	140.00
<b>Cash Flows from Financing Activities :</b>			
145.00 Proceeds from issuance of long-term debt	-400,000	0	145.00
150.00 Principal payments on long-term debt	0	-242,190	150.00
155.00 Proceeds from issuance of notes and loans	219,214	0	155.00
160.00 Principal payments on notes and loans	0	0	160.00
165.00 Dividends paid	0	0	165.00
170.00 Proceeds from issuance of common stock	0	0	170.00
175.00 INTERCOMPANY TRANSFER	1,305,746	0	175.00
180.00 OTHER (DESCRIBE)	0	0	180.00
185.00 OTHER (DESCRIBE)	0	0	185.00
190.00 OTHER (DESCRIBE)	0	0	190.00
195.00 OTHER (DESCRIBE)	0	0	195.00
200.00 Net cash provided by (used for) financing activities (Sum of lines 145 through 195)	1,064,278	-242,190	200.00
205.00 Net increase (decrease) in cash (Lines 100 + 140 + 200)	0	0	205.00
210.00 Cash at beginning of period (Column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	1,300	1,300	210.00
215.00 Cash at end of period (Lines 205 + 210) (Column 1 must agree with Page 5.1, column 1, line 5)	1,300	1,300	215.00



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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	ALL FACILITIES				RESIDENTIAL CARE FACILITIES ONLY			Balanced To Be Apportioned [C4 - (C5 + C6)]	
		Salaries and Wages (1)	Employee Benefits	Other Expenses	Total Expenses (Sum of Cx 1, 2, 3)	Amount Directly Attributable Residential Care	Amount Directly Attributable Health Care			
		1.00	2.00	3.00	4.00	5.00	6.00	7.00		
5.00 Plant Operations and Maintenance	6200	107,070	58,213	400,637	545,860	0	0	545,860	5.00	
10.00 Housekeeping	6300	178,760	99,901	71,413	450,074	0	0	450,074	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120			213,484	213,484	0	0	213,484	15.00	
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140			126,239	126,239	0	0	126,239	25.00	
30.00 Depreciation & Amortization - Other	7150-7160			8,567	8,567	0	0	8,567	30.00	
35.00 Leases and Rentals	7200			7,682	7,682	0	0	7,682	35.00	
40.00 Property Taxes	7300			9,773	9,773	0	0	9,773	40.00	
45.00 Property Insurance	7400			27,321	27,321	0	0	27,321	45.00	
50.00 Interest - Property, Plant & Equip.	7500			62,305	62,305	0	0	62,305	50.00	
55.00 Interest - Other	7600			0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	139,621	49,858	30,014	219,493	0	0	219,493	60.00	
65.00 Dietary	8500	460,512	164,447	378,064	1,003,023	0	0	1,003,023	65.00	
70.00 Provision for Bad Debt	7700			70,169	70,169	0	0	70,169	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100	0	0	65,049	65,049		65,049		75.00	
77.00 Specialized Support Staff	8150	0	0	0	0		0		77.00	
80.00 Physical Therapy	8200	346,273	209,377	38,704	654,336		654,336		80.00	
81.00 Respiratory Therapy	8220	0	0	0	0		0		81.00	
82.00 Occupational Therapy	8250	392,408	104,418	30,541	427,367		427,367		82.00	
83.00 Speech Therapy	8280	106,276	37,951	7,856	152,083		152,083		83.00	
85.00 Pharmacy	8300	0	0	349,997	349,997		349,997		85.00	
90.00 Laboratory	8400	0	0	65,569	65,569		65,569		90.00	
95.00 Home Health Services	8800	0	0	0	0		0		95.00	
100.00 Other Ancillary Services	8900	0	0	36,375	36,375		36,375		100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110	5,230,691	1,910,711	782,479	8,043,881		8,043,881		105.00	
110.00 Intermediate Care	6120	0	0	0	0		0		110.00	
115.00 Mentally Disordered Care	6130	0	0	0	0		0		115.00	
120.00 Developmentally Disabled Care	6140	0	0	0	0		0		120.00	
125.00 Sub-Acute Care	6150	0	0	0	0		0		125.00	
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0		0		126.00	
128.00 Transitional Infant Care	6170	0	0	0	0		0		128.00	
130.00 Hospice Inpatient Care	6180	0	0	0	0		0		130.00	
135.00 Other Routine Services	6190	0	0	0	0		0		135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)					12,743,649	0			150.00	
155.00 Social Services	6600	82,369	29,342	22,725	124,234	0	0	124,234	155.00	
160.00 Activities	6700	145,612	51,998	14,838	212,448	0	0	212,448	160.00	
165.00 Administration	6900	642,962	229,599	2,950,535	3,823,096	0	0	3,823,096	165.00	
170.00 Inservice Education - Nursing	6800	57,599	20,368	4,525	82,792	0	0	82,792	170.00	
175.00 Total (See Instructions)		8,280,995	2,946,363	5,788,871	16,966,129	0	4,994,657	6,991,472	175.00	
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)				277,943					180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)			660,126	0					185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)			63,211	0					190.00	

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.



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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Apportionment Factor For Residential Case Portion*	Amount Apportioned To residential Case (C7 * X C8)	Total Health Care Portion (C4 + (C5 + C9))	Adjustments for Other Operating Revenue (From P 10.2)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for Medi-Cal (From P 10.5)	Adjusted Total Balance for Medi-Cal (C10 + C13)		
		8.00	9.00	10.00	11.00	12.00	13.00	14.00		
5.00 Plant Operations and Maintenance	6200	0.000000	0	545,860	0	545,860	2,317	536,343	5.00	
10.00 Housekeeping	6300	0.000000	0	455,076	0	455,076	0	455,076	10.00	
15.00 Depreciation - Bldg. & Improv.	7110-7120	0.000000	0	213,484	0	213,484	0	213,484	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	126,239	0	126,239	0	126,239	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	8,567	0	8,567	0	8,567	30.00	
35.00 Leases and Rentals	7200	0.000000	0	7,682	0	7,682	0	7,682	35.00	
40.00 Property Taxes	7300	0.000000	0	9,773	0	9,773	0	9,773	40.00	
45.00 Property Insurance	7400	0.000000	0	27,321	0	27,321	0	27,321	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	62,305	0	62,305	0	62,305	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	239,493	453	239,946	0	239,493	60.00	
65.00 Dietary	8500	0.000000	0	1,003,023	722	1,002,301	0	1,003,023	65.00	
70.00 Provision for Bad Debt	7700	0.000000	0	70,169	0	70,169	0	70,169	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			65,049	0	65,049	0	65,049	75.00	
77.00 Specialized Support Staff	8150			0	0	0	0	0	77.00	
80.00 Physical Therapy	8200			854,336	0	854,336	0	854,336	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			427,367	0	427,367	0	427,367	82.00	
83.00 Speech Therapy	8280			152,083	0	152,083	0	152,083	83.00	
85.00 Pharmacy	8300			349,997	0	349,997	0	349,997	85.00	
90.00 Laboratory	8400			65,569	0	65,569	0	65,569	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			36,375	0	36,375	0	36,375	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			8,043,881	0	8,043,881	0	8,043,881	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Mentally Disordered Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Infant Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	124,234	0	124,234	0	124,234	155.00	
160.00 Activities	6700	0.000000	0	232,448	0	232,448	0	232,448	160.00	
165.00 Administration	6900	0.000000	0	3,823,096	46,739	3,776,357	-864,119	2,912,238	165.00	
170.00 Inservice Education - Nursing	6800	0.000000	0	82,702	0	82,702	0	82,702	170.00	
175.00 Total (See Instructions)				0	16,986,129	47,904	16,938,215	-873,636	16,312,493	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)										180.00
185.00 Worker's Compensation Insurance (Included in column 2, line 175)										185.00
190.00 State Unemployment Insurance (Included in column 2, line 175)										190.00

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Trial Balance Line No.	
			1.00	2.00	
5.00	Vending Machine Commissions	5710	0	3	5.00
10.00	Laundry and Linen Revenue	5720	653	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Donated Supplies	5740	0	163	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	722	65	35.00
40.00	Television / Radio Charges	5780	0	3	40.00
45.00	Parking Revenue	5790	0	3	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	85	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	400	165	70.00
75.00	Cash Discounts on Purchases	5850	0		75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	GRANT REVENUE	5990	3,438	165	85.00
86.00	WHEELCHAIR	5990	816	165	86.00
87.00	NON OP REV	5990	40,133	165	87.00
88.00	FINANCE REVENUE	5990	1,950	165	88.00
89.00	(DESCRIBE)		0		89.00
90.00	(DESCRIBE)		0		90.00
91.00	(DESCRIBE)		0		91.00
92.00	(DESCRIBE)		0		92.00
93.00	(DESCRIBE)		0		93.00
94.00	(DESCRIBE)		0		94.00
95.00	(DESCRIBE)		0		95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		47,914	100.00	

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2



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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Med-Cal Providers Only)

10.3

	DESCRIPTION	Page 101 Line No.	Trans *	Adj Amt Inv/(Deb)	Health Care Payable	Expiration of Adjustment	
5.00	Depreciation (excess of Straight Line)	1.00	3.00	4.00	5.00	6.00	5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals			0	0		15.00
20.00	Gift, Flowers and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)			0	0		40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service	5	A	-25.17	-25.17	TELEPHONE EXPENSE	60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts			0	0		75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts			0	0		95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Soap, Waste, etc.			0	0		105.00
110.00	Telephone Service			0	0		110.00
115.00	Traffic, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Vending Machine Commissions			0	0		120.00
125.00	Owner Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Revaluation Depreciation and Interest **			0	0		135.00
140.00	BAD DEBT	105	A	-49.67	-49.67	BAD DEBT EXPENSE	140.00
141.00	LOBBYING	105	A	-266	-266	LOBBYING EXPENSE	141.00
142.00	HEALTHCARE PREMIUM	105	A	-645.510	-645.510	HEALTHCARE TRUE UP	142.00
143.00	WORKER'S COMP	105	A	-289.17	-289.17	WORKER'S COMP TRUE UP	143.00
144.00	OTHER (SPECIFY)			0	0		144.00
145.00	OTHER (SPECIFY)			0	0		145.00
146.00	OTHER (SPECIFY)			0	0		146.00
147.00	OTHER (SPECIFY)			0	0		147.00
148.00	OTHER (SPECIFY)			0	0		148.00
149.00	OTHER (SPECIFY)			0	0		149.00
150.00	OTHER (SPECIFY)			0	0		150.00
151.00	OTHER (SPECIFY)			0	0		151.00
152.00	OTHER (SPECIFY)			0	0		152.00
153.00	OTHER (SPECIFY)			0	0		153.00
154.00	OTHER (SPECIFY)			0	0		154.00
155.00	OTHER (SPECIFY)			0	0		155.00
156.00	OTHER (SPECIFY)			0	0		156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00
170.00	OTHER (SPECIFY)			0	0		170.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)


10.3

	DESCRIPTION	Page 10.1 Line No.	Basis *	Adj Amt Inc/(Dec)	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Fund Raising			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber			0	0		200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combines lines 005 through 213)			-1,274,477	-1,274,477		220.00

\* Basis: A - Cost

B - Amount Received

\*\* Depreciation and interest expense related to the penalization of assets due to change in ownership on or after July 18, 1994

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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RELATED PARTY INFORMATION

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party *	Street (Number and Name)	City	State	Zip Code
	1.00	2.00	3.00	4.00	5.00
1.00	ESKATON PROPERTIES INCORPORATED	5105 MANAZANITA AVE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3).



Facility D.B.A. Name:  
ESKATON CARE CENTER GREENHAVEN

Report Period  
End: 12/31/2020


Run Date Time: 7/16/2021 3:10 pm  
MCRIF32  
LTCIR  
Version: 44.8.172.4



ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/ Svcs	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Multi-Cal Providers, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
30.00	ESKATON PROPERTIES INCORPORATED	0	SUPPORT SERVICES	No	0	165	1,110,998	1,110,988	350,791	350,791	1,460,779	30.00
31.00		0			0		0	0	0	0	0	31.00
32.00		0			0		0	0	0	0	0	32.00
33.00		0			0		0	0	0	0	0	33.00
34.00		0			0		0	0	0	0	0	34.00
35.00		0			0		0	0	0	0	0	35.00
36.00		0			0		0	0	0	0	0	36.00
37.00		0			0		0	0	0	0	0	37.00
38.00		0			0		0	0	0	0	0	38.00
39.00		0			0		0	0	0	0	0	39.00
40.00		0			0		0	0	0	0	0	40.00
41.00		0			0		0	0	0	0	0	41.00
42.00		0			0		0	0	0	0	0	42.00
43.00		0			0		0	0	0	0	0	43.00
44.00		0			0		0	0	0	0	0	44.00
45.00		0			0		0	0	0	0	0	45.00
46.00		0			0		0	0	0	0	0	46.00
47.00		0			0		0	0	0	0	0	47.00
48.00		0			0		0	0	0	0	0	48.00
49.00		0			0		0	0	0	0	0	49.00
50.00		0			0		0	0	0	0	0	50.00
51.00		0			0		0	0	0	0	0	51.00
52.00		0			0		0	0	0	0	0	52.00
53.00		0			0		0	0	0	0	0	53.00
54.00		0			0		0	0	0	0	0	54.00
55.00		0			0		0	0	0	0	0	55.00
56.00		0			0		0	0	0	0	0	56.00
57.00		0			0		0	0	0	0	0	57.00
58.00		0			0		0	0	0	0	0	58.00
59.00		0			0		0	0	0	0	0	59.00
60.00		0			0		0	0	0	0	0	60.00
61.00		0			0		0	0	0	0	0	61.00
62.00		0			0		0	0	0	0	0	62.00
63.00		0			0		0	0	0	0	0	63.00
64.00		0			0		0	0	0	0	0	64.00
65.00		0			0		0	0	0	0	0	65.00
66.00		0			0		0	0	0	0	0	66.00
67.00		0			0		0	0	0	0	0	67.00
68.00		0			0		0	0	0	0	0	68.00
69.00		0			0		0	0	0	0	0	69.00
70.00		0			0		0	0	0	0	0	70.00
71.00		0			0		0	0	0	0	0	71.00
72.00		0			0		0	0	0	0	0	72.00
73.00		0			0		0	0	0	0	0	73.00
74.00		0			0		0	0	0	0	0	74.00
75.00		0			0		0	0	0	0	0	75.00
76.00		0			0		0	0	0	0	0	76.00
77.00		0			0		0	0	0	0	0	77.00
78.00		0			0		0	0	0	0	0	78.00
79.00		0			0		0	0	0	0	0	79.00
80.00		0			0		0	0	0	0	0	80.00
81.00		0			0		0	0	0	0	0	81.00
82.00		0			0		0	0	0	0	0	82.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm <b>LTCIR</b> 44.8.172.4	
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
100.00	<b>TOTAL ADJUSTMENTS</b>						1,100,998	1,110,988	350,791	350,791	1,461,779	100.00

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable.




Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:10 pm LTCIR	
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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>				
5.00	Supervisors and Management	2,043	180,787	79.87
10.00	Geriatric Nurse Practitioners	0	0	0.00
25.00	Registered Nurses	43,124	1,266,711	29.42
30.00	Licensed Vocational Nurses	68,764	1,738,461	25.28
35.00	Nurse Assistants (Aides and Orderlies)	145,545	2,182,732	15.00
40.00	Technicians and Specialists	0	0	0.00
45.00	Psychiatric Technicians	0	0	0.00
60.00	Other Salaries and Wages	0	0	0.00
65.00	Subtotal (Sum of lines 5 through 60)	259,416	5,350,691	20.63
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>				
70.00	Supervisors and Management	0	0	0.00
75.00	Geriatric Nurse Practitioners	0	0	0.00
80.00	Registered Nurses	0	0	0.00
95.00	Licensed Vocational Nurses	0	0	0.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
105.00	Technicians and Specialists	0	0	0.00
110.00	Psychiatric Technicians	0	0	0.00
125.00	Other Salaries and Wages	0	0	0.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>				
140.00	Supervisors and Management	0	0	0.00
145.00	Geriatric Nurse Practitioners	0	0	0.00
150.00	Registered Nurses	0	0	0.00
155.00	Licensed Vocational Nurses	0	0	0.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
165.00	Technicians and Specialists	0	0	0.00
170.00	Psychiatric Technicians	0	0	0.00
175.00	Other Salaries and Wages	0	0	0.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>				
190.00	Supervisors and Management	0	0	0.00
191.00	Geriatric Nurse Practitioners	0	0	0.00
192.00	Registered Nurses	0	0	0.00
193.00	Licensed Vocational Nurses	0	0	0.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
195.00	Technicians and Specialists	0	0	0.00
196.00	Psychiatric Technicians	0	0	0.00
198.00	Other Salaries and Wages	0	0	0.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00
<b>ANCILLARY SERVICES:</b>				
200.00	Supervisors and Management	0	0	0.00
205.00	Registered Nurses	0	0	0.00
210.00	Licensed Vocational Nurses	0	0	0.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
220.00	Technicians and Specialists	19,699	984,959	50.00
225.00	Other Salaries and Wages	0	0	0.00
230.00	Subtotal (Sum of lines 200 through 225)	19,699	984,959	50.00

Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32 LTCIR Version: 44.8.172.4	
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LABOR REPORT

12.1

	SALARIES AND WAGES	Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
<b>SUPPORT SERVICES:</b>				
250.00	Plant Operations and Maintenance	4,402	107,010	24.31
255.00	Housekeeping	17,030	270,760	16.43
260.00	Laundry and Linen	9,557	139,621	14.61
265.00	Dietary	26,472	460,512	17.40
270.00	Social Services	4,545	82,169	18.08
275.00	Activities	8,449	145,612	17.23
280.00	Inter-service Education - Nursing	2,133	37,399	17.00
285.00	Administration	18,155	642,962	35.42
290.00	Subtotal (Sum of lines 250 through 285)	90,743	1,915,348	21.11
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 230, and 290)	369,858	5,280,895	22.31


\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off. Report to the nearest whole hour.

\*\* For all facilities:  
 Column 2, line 65 must agree with the sum of Page 10.1, column 1, lines 105, 110, 115, 120, 130 and 135.  
 Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 126. Line 199 must agree with Page 10.1, column 1, line 128.  
 Line 230 must agree with Page 10.1, column 1, lines 75 through 100.  
 Report to the nearest whole dollar.

For non-residential care facilities: Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities: Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 3 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.



Facility D.B.A. Name: ESKATON CARE CENTER GREENHAVEN	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:10 pm MCRIF32 LTCIR Version: 44.8.172.4	
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LABOR REPORT

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
310.00	Social Workers (report line and include on line 270)	4,545	82,189	18.08
315.00	Activity Program Leaders (report line and include on line 275)	8,449	145,812	17.23
	TEMPORARY STAFFING AGENCY SERVICES	Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00

**NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:**

405.00	Geriatric Nurse Practitioners	0	0	0.00
410.00	Registered Nurses	0	0	0.00
415.00	Licensed Vocational Nurses	0	0	0.00
420.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
425.00	Psychiatric Technicians	0	0	0.00
430.00	Other Salaries and Wages	0	0	0.00
435.00	Subtotal (Sum of lines 405 through 430)	0	0	0.00

**SUB-ACUTE CARE NURSING SERVICES - ONLY:**

440.00	Geriatric Nurse Practitioners	0	0	0.00
445.00	Registered Nurses	0	0	0.00
450.00	Licensed Vocational Nurses	0	0	0.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
460.00	Psychiatric Technicians	0	0	0.00
465.00	Other Salaries and Wages	0	0	0.00
470.00	Subtotal (Sum of lines 440 through 465)	0	0	0.00

**SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:**

475.00	Geriatric Nurse Practitioners	0	0	0.00
480.00	Registered Nurses	0	0	0.00
485.00	Licensed Vocational Nurses	0	0	0.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
495.00	Psychiatric Technicians	0	0	0.00
500.00	Other Salaries and Wages	0	0	0.00
505.00	Subtotal (Sum of lines 475 through 500)	0	0	0.00

**TRANSITIONAL INPATIENT CARE - ONLY:**

510.00	Geriatric Nurse Practitioners	0	0	0.00
515.00	Registered Nurses	0	0	0.00
520.00	Licensed Vocational Nurses	0	0	0.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
530.00	Psychiatric Technicians	0	0	0.00
535.00	Other Salaries and Wages	0	0	0.00
540.00	Subtotal (Sum of lines 510 through 535)	0	0	0.00

**SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING:**

		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0	0.00
560.00	Activity Program Leaders (do not include in lines 430, 465, 500, or 535)	0	0	0.00

**LABOR TURNOVER**

	All Employees	Direct Nursing Employees*	Nurse Assistants
	1.00	2.00	3.00
605.00	Number of employees at beginning of period	0	0
610.00	Number of employees at end of period	0	0
615.00	Average number of employees (See instructions)	0	0
620.00	Total number of people employed during the period **	0	0
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	0.00	0.00
630.00	Number of employees with continuous service for entire reporting period	0	0


\* Include all employees (RNs, LVNs, Nurse Assistants, technicians, specialists and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do include supervisors whose duties include some provision of nursing care.

\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610). This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended. Therefore, in most cases, line 620 should be greater than this calculation.

**SECTION 999.5(d)(5)(C)**

**10) Medi-Cal Cost Report data for Manzanita dated  
December 31, 2021**

**Please note that information unrelated to Fair Oaks,  
Greenhaven, and Manzanita has been redacted.**

Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:16 am MCRIF32- Version: 45.6.174.1	LTCIR	
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## INTEGRATED DISCLOSURE AND MEDI-CAL COST REPORT

### GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES INCORPORATED		2. State License Number: 030000153		3. Medi-Cal Provider Number: 1639175078	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER MANZANITA		5. Facility Business Phone: 9163318513			
6. Facility Street Address: 5318 MANZANITA AVENUE		7. City: CARMICHAEL		8. Zip Code: 95608	
9. Mailing Address - Street or P.O. Box (if different):		10. City:		11. Zip Code:	
12. Administrator: STEPHANIE LEDEZMA					
13. Report Contact Person: ANIM HEALTHCARE GROUP		14. Phone Number: 916-662-9466		15. Fax:	
15. Mailing Address - Street or P.O. Box: 6800 OPENSMOUTH AVE, STE 210		16. City: CANOGA PARK		17. State: CA	
19. Previous Name of Facility if Changed State Previous Report:				18. Zip Code: 91303	
21. Previous State License Number:		22. Date of Change:		20. Date of Change:	
23. Reporting Period Begin: 01/01/2021		24. Reporting Period End: 12/31/2021		23. Previous Medi-Cal Provider No.:	
				24. Date of Change:	

### CERTIFICATION

I, MARK JENKINS, acting under penalty of perjury as follows: That I am an official of ESKATON CARE CENTER MANZANITA (*Name of Individual*) (*Name of Facility (D.B.A.)*) and am duly authorized to sign this certification that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAL's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system; and that to the best of my knowledge and information I believe each statement and amount in the accompanying report to be true and correct, and in compliance with Section 11911.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER MANZANITA

*Name of Facility (D.B.A.)*

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

*(Signature)*

Title: \_\_\_\_\_

CFO

Address: \_\_\_\_\_

3805 MANZANITA AVE

CARMICHAEL, CA 95608

### NOTICE

Please be advised that submission of our reports for items or services which were not provided, are not reimbursable under the Medi-Cal program, as are claims in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14123.2.

All facilities, mail reports and tax copies to:

Department of Health Care Access and Information  
Accounting and Reporting Systems Section  
3020 West El Camino Avenue, Suite 1100  
Sacramento, CA 95833

DO NOT MAIL ANY REPORT  
TO DEPARTMENT OF HEALTH SERVICES

Telephone: (916) 326-3854

LONG-TERM CARE FACILITY INTEGRATED DISCLOSURE & MEDI-CAL COST REPORT  
TRANSMITTAL AND CERTIFICATION FORM

A. FACILITY NAME (DBA): ESKATON CARE CENTER MANZANITA

B. FACILITY STREET ADDRESS: 5318 MANZANITA AVENUE

CITY: CARMICHAEL

C. FACILITY ADMINISTRATOR: STEPHANIE LEDEZMA

D. HCAI FACILITY NO.: 206342207

E. CONTACT PERSON: AXIOM HEALTHCARE GROUP

F. PHONE NO.: 888-662-9466

G. REPORT PERIOD: FROM: 01/01/2021 TO: 12/31/2021

H. FILENAME: Manzanita 2021.cltx

I. SOFTWARE VERSION: 45.6.174.1

J. TOTAL NUMBER OF RECORDS IN THE FILE: 2,061

K. REPORT SUMMARY TOTALS:

1. TOTAL ASSETS:	<u>2,711,444</u>	2. ROUTINE SERVICES GROSS REVENUE:	<u>9,698,907</u>
3. TOTAL HEALTH CARE EXPENSES:	<u>13,508,481</u>	4. NET INCOME:	<u>-2,709,580</u>
5. AVAILABLE BEDS (END OF PERIOD):	<u>99</u>	6. TOTAL PATIENT DAYS:	<u>21,541</u>

L. NAME AND ADDRESS OF VENDOR OF APPROVED SOFTWARE: Health Financial Systems  
8109 Laguna Blvd, Elk Grove, CA 95758

CERTIFICATION

I, MARK JENKINS certify under penalty of perjury as follows: *That I am an official*  
(Name of Individual)

of ESKATON CARE CENTER MANZANITA  
(Name of Facility (DBA))

*and am duly authorized to sign this certification; that the Department of Health Care Access and Information's accounting and reporting system as set forth in HCAI's "Accounting and Reporting Manual for California Long-Term Care Facilities" has been implemented by this institution; that as applicable, the data in the accompanying reports are based on that system; and that to the best of my knowledge and information I believe each statement and amount in the accompanying report to be true and correct, and in compliance with Section 51511.2, Title 22, California Administrative Code.*

*I understand that a printed facsimile report will be produced from the data submitted to HCAI electronically. The printed facsimile report will be the official report of this facility's Long-Term Care Facility Integrated Disclosure and Medi-Cal cost report for all purposes. Further, I understand that this printed report will be forwarded to the California Department of Health Services by HCAI as the basis for audit of Medi-Cal costs reported by this facility. No other electronic file or facsimile in the possession of the provider, its vendor or other parties can be utilized or substituted for the official electronic file or facsimile for the purposes of Medi-Cal cost reporting and disclosure without the written permission of the Department of Health Services and HCAI.*


Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

TITLE: CFO

STREET ADDRESS: 5105 MANZANITA AVE

CITY, STATE, ZIP: CARMICHAEL, CA 95608



Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:15 am LTCIR	
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION

2.1

License Category (Check Only One)	(X)	Third Party Payers Programs (Complete all that apply)	Date Certified	(X)	
1.00 SKILLED NURSING FACILITY	<input checked="" type="checkbox"/>	MEDICARE	07/01/1966	<input checked="" type="checkbox"/>	1.00
2.00 INTERMEDIATE CARE FACILITY		MEDI-CAL/SNF	07/01/1966	<input checked="" type="checkbox"/>	2.00
3.00 SNF/RESIDENTIAL		MEDI-CAL/ICF			3.00
4.00 ICF/RESIDENTIAL		MEDI-CAL/MD			4.00
5.00 CONGREGATE LIVING HEALTH FACILITY		MEDI-CAL/DD			5.00
6.00		SHORT-DOYLE			6.00
7.00		VA			7.00
8.00		CHAMPUS			8.00
9.00		OTHER (DESCRIBE)			9.00
Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)	(X)		
10.00 CHURCH RELATED	<input checked="" type="checkbox"/>	CORPORATION	<input checked="" type="checkbox"/>		10.00
11.00 NOT-FOR-PROFIT		DIVISION OF A CORPORATION		<input checked="" type="checkbox"/>	11.00
12.00 INVESTOR OWNED		PARTNERSHIP			12.00
13.00 GOVERNMENT:		PROPRIETORSHIP			13.00
14.00 -- STATE		OTHER (DESCRIBE)			14.00
15.00 -- COUNTY					
16.00 -- CITY/COUNTY					
17.00 -- CITY					
18.00 -- DISTRICT					

Describe any items which management believes may have a significant effect on the data in this report:

25.00	
26.00	
27.00	
28.00	
29.00	
30.00	

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:15 am LTCIR	
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SERVICES INVENTORY

2.2

Health Services		Code*	
		1.00	
1.00	Pharmacy	3	1.00
2.00	Patient Supplies	3	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	3	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	3	7.00
8.00	Occupational Therapy	3	8.00
9.00	AUDIOLOGY	3	9.00
10.00	PROSTHETIC DEVICES	3	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	4	12.00
13.00	DENTAL CARE	4	13.00
14.00	PODIATRIC CARE	4	14.00
15.00	CHIROPRACTIC CARE	4	15.00
16.00	OPTOMETRIC CARE	4	16.00
17.00	PSYCHIATRIC CARE	4	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

- 1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 10.1, columns 1, 2, and 3.
- 2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 10.1, column 3.
- 3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 10.1, column 3.

- 4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.
- 5 - Service NOT MAINTAINED in facility and no formal reimbursement agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.
- 6 - Service MAINTAINED, but not used during reporting cycle.

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FACILITY ORGANIZATION AND OTHER INFORMATION

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

5.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: ESKATON PROPERTIES INCORPORATED

20.00 Address: 5105 MANZANTITA AVE

25.00 City: CARMICHAEL 30 State: CA 35 ZIP: 95608

D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

	Name 1.00	Street Name & Number 2.00	City 3.00	State 4.00	Zip-Code 5.00	% of Ownership 6.00	
40.00	ESKATON CARE CENTER FAIROAKS	11300 FAIR OAKD BLVD	FAIR OAKS	CA	95628	100	40.00
41.00	ESKATON CARE CENTER GREENHAVEN	455 FLORIN ROAD	SACRAMENTO	CA	95831	100	41.00



45.00						0	45.00
46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

90.00	ESKATON PROPERTIES INCORPORATED	90.00
91.00		91.00
92.00		92.00
93.00		93.00
94.00		94.00
95.00		95.00
96.00		96.00
97.00		97.00
98.00		98.00
99.00		99.00
100.00		100.00
101.00		101.00
102.00		102.00



Facility D.B.A. Name: <b>ESKATON CARE CENTER MANZANITA</b>	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:15 am MCRIF32- <b>LTCIR</b> Version: 45.6.174.1
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

103.00		103.00
104.00		104.00
105.00		105.00
106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00

Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:15 am MCRIF32 Version: 45.6.174.1	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name	Occupation	
	1.00	2.00	
130.00	SUSAN DEMARIOS	STATE POLICY DIRECTOR	130.00
131.00	ROBERT EDMONDSON	CONSULTANT (RETIRED)	131.00
132.00	DOUGLAS ELMETS	CEO COMMUNICATIONS	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	JACQUELYN KUNG	CONSULTANT	134.00
135.00	PATRICIA MCFARLAND	NURSE (RETIRED)	135.00
136.00	TODD MURCH	MEMBER	136.00
137.00	SAMUEL PEREZ	MEMBER	137.00
138.00	KAREN ROBISON	MEMBER	138.00
139.00	SARAH STEENHAUSEN	MEMBER	139.00
140.00	LISA YATES	MEMBER	140.00
141.00	AMY YOYPOULOS	MEMBER	141.00
142.00	JORDAN ROSE	MEMBER	142.00
143.00	MARIANN SHELDON	MEMBER	143.00
144.00	SHERI PEIFFER	SECRETARY	144.00
145.00			145.00

G. Does the facility use a management company?

200.00  Yes  No (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_


210.00 Address: \_\_\_\_\_

215.00 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00

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## RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

3.3

## FOR MEDICAL PROVIDERS, ONLY

## M. Are Financial Statements available for the reporting period?

325.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

## N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(If "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

## O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocation	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	ADMINISTRATION	4900	831.180	MONTHLY	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			831.180	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00			0		344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			0	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			831.180	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

## P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of disposition, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

## Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No

(If "Yes" and through a savings and loan, include the name and address on lines 365 through 369 below.)

(If "Yes" and through a standard trust system, complete lines 370 through 375.)

365.00 Name: US BANK  
 366.00 Address: PO BOX 1950  
 367.00 City: ST. PAUL 368. State: MN 369. Zip: 55108

## PATIENT TRUST ACTIVITY ACCOUNT

	1.00	
370.00 Balance of Trust Account at beginning of the reporting period	0	270.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	8,025	371.00
372.00 Interest Added / Earned	2	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	8,025	373.00
374.00 Total Trust Account Expenditures	1	574.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	8,033	375.00



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FACILITY PATIENT DAYS BY PAYER

4.1

PATIENT (Counts) DAYS		Account Number	Medicare	Medi-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
			1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>									
5.00	Skilled Nursing Care	3100	1,772	12,600	1,089	4,684	1,336	21,541	5.00
10.00	Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00	Mentally Disabled Care	3300	0	0	0	0	0	0	15.00
20.00	Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00	Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00	Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00	Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00	Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00	Subtotal (Lines 5 through 45)		1,772	12,600	1,089	4,684	1,336	21,541	70.00

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FACILITY REVENUE INFORMATION

GROSS REVENUE	Account Number	Medicare		Med-Cal		Self-Pay		Managed Care			
		Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 06	Outpatient 40	Inpatient 01	Outpatient 41		
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00		
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care	3100	624,016		5,425,543		391,579		3,017,897	5.00	
10.00	Intermediate Care	3200	0		0		0		0	10.00	
15.00	Mentally Disabled Care	3300	0		0		0		0	15.00	
20.00	Developmentally Disabled Care	3400	0		0		0		0	20.00	
25.00	Sub-Acute Care	3500	0		0		0		0	25.00	
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0	30.00	
35.00	Transitional Inpat Care	3700	0		0		0		0	35.00	
40.00	Hospice Inpatient Care	3800	0		0		0		0	40.00	
45.00	Other Respite Services	3900	0		0		0		0	45.00	
70.00	Subtotal (Lines 5 through 45)		624,016		5,425,543		391,579		3,017,897	70.00	
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies	4100	1,123	0	27,471	0	37	0	77,767	0	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	17	0	110.00
115.00	Physical Therapy	4200	116,213	0	0	0	679	0	490,020	0	115.00
120.00	Respiratory Therapy	4230	0	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	108,077	0	0	0	437	0	409,481	0	125.00
130.00	Speech Therapy	4260	9,735	0	0	0	216	0	66,389	0	130.00
135.00	Pharmacy	4300	148,257	0	0	0	0	0	462,919	0	135.00
140.00	Laboratory	4400	32,961	0	0	0	0	0	181,266	0	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	6,656	0	6,748	0	1,892	0	43,144	0	155.00
170.00	Subtotal (Lines 105 through 155)		423,652	0	34,219	0	3,763	0	1,692,996	0	170.00
175.00	Total (Lines 70 and 170)		1,047,668	0	5,459,762	0	394,849	0	4,710,893	0	175.00
<b>Other Payers</b>											
<b>Total</b>											
GROSS REVENUE		Inpatient 06	Outpatient 49	Inpatient (excl. 1,3,5,7,8)	Outpatient (excl. 2,4,6,8,10)						
		9.00	10.00	11.00	12.00						
<b>ROUTINE SERVICES</b>											
5.00	Skilled Nursing Care	239,872		9,698,907						5.00	
10.00	Intermediate Care	0		0						10.00	
15.00	Mentally Disabled Care	0		0						15.00	
20.00	Developmentally Disabled Care	0		0						20.00	
25.00	Sub-Acute Care	0		0						25.00	
30.00	Sub-Acute Care-Pediatric	0		0						30.00	
35.00	Transitional Inpat Care	0		0						35.00	
40.00	Hospice Inpatient Care	0		0						40.00	
45.00	Other Respite Services	0		0						45.00	
70.00	Subtotal (Lines 5 through 45)	239,872		9,698,907						70.00	
<b>ANCILLARY SERVICES</b>											
105.00	Patient Supplies	0	0	106,396	0					105.00	
110.00	Specialized Support Staff	0	0	17	0					110.00	
115.00	Physical Therapy	0	0	366,912	0					115.00	
120.00	Respiratory Therapy	0	0	0	0					120.00	
125.00	Occupational Therapy	0	0	317,995	0					125.00	
130.00	Speech Therapy	0	0	76,331	0					130.00	
135.00	Pharmacy	0	0	611,206	0					135.00	
140.00	Laboratory	0	0	214,229	0					140.00	
145.00	Home Health Services	0	0	0	0					145.00	
155.00	Other Ancillary Services	0	0	53,440	0					155.00	
170.00	Subtotal (Lines 105 through 155)	0	0	2,183,528	0					170.00	
175.00	Total (Lines 70 and 170)	239,872	0	11,882,435	0					175.00	
<b>DEDUCTIONS FROM REVENUE</b>											
		Account Number	Amount								
			1.00								
205.00	Charity Adjustments	5100	0							205.00	
210.00	Administrative Adjustments	5200	-9,464							210.00	




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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-297,591	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	949,957	220.00
222.00	Contractual Adjustments - Managed Care	5330	449,478	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		1,092,380	240.00

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OTHER CENSUS AND REVENUE INFORMATION

4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	99	5.00
10.00	Average (Monthly average)	99	10.00
<b>Available Beds:</b>			
20.00	End of Period	99	20.00
25.00	Average (Monthly average)	99	25.00
40.00	Admissions (Excluding transfers)	460	40.00
45.00	Discharges (Excluding transfers)	465	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Line 10 X days in reporting period) X 100)	89.41	60.00

PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS		Total	Medi-Cal	
		1.00	1.00	
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0	100.00
115.00	Other Sub-Acute Care	0	0	115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0	120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0	130.00
145.00	Other Sub-Acute Care - Pediatric	0	0	145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0	150.00
165.00	Transitional Inpatient Care - Medical	0	0	165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0	170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0	175.00

RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY		Amount	
		1.00	

FOR MEDI-CAL PROVIDERS, ONLY			
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0	200.00
205.00	Less: Patient Liability	0	205.00
210.00	Less: Third Party and Other Liability	0	210.00
215.00	Less: Noncovered Charges	0	215.00
240.00	Less: Other	0	240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0	250.00



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BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities, Only)

5.1

ASSETS		Account Number	Current Reporting Period 1.00	Preceding Reporting Period 2.00	Adjustments and Reclassifications 3.00	Adjusted Balance Current Period 4.00	Adjusted Balance Preceding Period 5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	2,618	2,718	0	2,618	2,718
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (must agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	1,473,360	1,152,291	0	1,473,360	1,152,291
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	-173,547	-20,389	0	-173,547	-20,389
30.00	Receivables from third party payors for contract settlements	1050	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	32,031	16,825	0	32,031	16,825
50.00	Receivables from related parties, current	1090	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	129,969	26,382	0	129,969	26,382
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,464,431</b>	<b>1,174,617</b>	<b>0</b>	<b>1,464,431</b>	<b>1,174,617</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1100	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	110,052	110,052	0	110,052	110,052
100.00	Land improvements	1210	320,461	332,361	0	320,461	332,361
105.00	Buildings and improvements	1230	4,536,056	1,422,214	0	4,536,056	1,422,214
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	-4,137,566	-1,668,135	0	-4,137,566	-1,668,135
115.00	Leasehold improvements	1230	0	3,064,106	0	0	3,064,106
120.00	Less accumulated depreciation - leasehold improvements	1280	0	-2,401,582	0	0	-2,401,582
125.00	Equipment	1240	1,972,095	1,920,899	0	1,972,095	1,920,899
130.00	Less accumulated depreciation - equipment	1290	-1,638,758	-1,573,089	0	-1,638,758	-1,573,089
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>1,162,320</b>	<b>1,287,826</b>	<b>0</b>	<b>1,162,320</b>	<b>1,287,826</b>
140.00	Construction in progress	1250	60,524	16,489	0	60,524	16,489
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	20,599	0	0	20,599	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	-4,463	0	0	-4,463	0
155.00	Other investments - at cost	1330	0	11	0	0	11
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	8,033	9	0	8,033	0
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 145 through 165)</b>		<b>24,169</b>	<b>20</b>	<b>0</b>	<b>24,169</b>	<b>11</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 80, 90, 135, 140, 170, and 195) (must agree with Page 5.2, line 185)</b>		<b>2,711,444</b>	<b>2,478,952</b>	<b>0</b>	<b>2,711,444</b>	<b>2,478,943</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		0	11			210.00
215.00	Cost to complete construction in progress (Line 140)		60,524	16,489			215.00



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BALANCE SHEET - GENERAL FUND

5.2

LIABILITIES AND EQUITY		Account Numbers	Current Reporting Period	Prior Reporting Period	Adjustment and Reconciliation **	Adjusted Balance Current Period	Adjusted Balance Prior Period	
			1.00	2.00	3.00	4.00	5.00	
<b>CURRENT LIABILITIES</b>								
5.00	Notes and loans payable	2000	57,853	50,107	0	57,853	50,107	5.00
10.00	Accounts payable	2010	248,080	70,898	0	248,080	70,898	10.00
15.00	Accrued compensation and related liabilities	2020	368,029	339,437	0	368,029	339,437	15.00
20.00	Other accrued liabilities	2030	28,434	39,514	0	28,434	39,514	20.00
25.00	Advances from third party payors	2040	0	0	0	0	0	25.00
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	0	30.00
35.00	Due to restricted funds	2060	0	0	0	0	0	35.00
40.00	Income taxes payable	2070	0	0	0	0	0	40.00
45.00	Payables to related parties, current	2080	0	0	0	0	0	45.00
50.00	Current maturities of long term debt (Must agree with line 125)		0	0	0	0	0	50.00
55.00	Other current liabilities	2090	724	826	0	724	826	55.00
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>703,120</b>	<b>500,780</b>	<b>0</b>	<b>703,120</b>	<b>500,780</b>	<b>60.00</b>
<b>DEFERRED CREDITS</b>								
65.00	Deferred income taxes	2110	0	0	0	0	0	65.00
70.00	Deferred third-party income	2120	6,072	6,114	0	6,072	6,114	70.00
75.00	Other deferred credits	2130	0	0	0	0	0	75.00
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>6,072</b>	<b>6,114</b>	<b>0</b>	<b>6,072</b>	<b>6,114</b>	<b>80.00</b>
<b>LONG-TERM DEBT</b>								
85.00	Mortgages payable	2210	0	0	0	0	0	85.00
90.00	Construction loans	2220	0	0	0	0	0	90.00
95.00	Notes under revolving credit	2230	0	0	0	0	0	95.00
100.00	Capitalized lease obligations	2240	0	0	0	0	0	100.00
105.00	Bonds payable	2250	457,290	519,260	0	457,290	519,260	105.00
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	0	110.00
115.00	Other noncurrent liabilities	2270	0	0	0	0	0	115.00
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		<b>457,290</b>	<b>519,260</b>	<b>0</b>	<b>457,290</b>	<b>519,260</b>	<b>120.00</b>
125.00	Less amount shown as current maturities (Must agree with line 50)		0	0	0	0	0	125.00
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>457,290</b>	<b>519,260</b>	<b>0</b>	<b>457,290</b>	<b>519,260</b>	<b>130.00</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>1,166,482</b>	<b>1,026,154</b>	<b>0</b>	<b>1,166,482</b>	<b>1,026,154</b>	<b>135.00</b>
<b>FUND EQUITY (not-for-profit)</b>								
140.00	General fund balance	2410 & 2430	1,544,962	1,452,798	0	1,544,962	1,452,789	140.00
145.00	Divisional fund balance	2460	0	0	0	0	0	145.00
<b>EQUITY (investor-owned)</b>								
150.00	Preferred stock	2410	0	0	0	0	0	150.00
155.00	Common stock	2420	0	0	0	0	0	155.00
160.00	Additional paid-in capital	2430	0	0	0	0	0	160.00
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	0	165.00
170.00	Less treasury stock	2450	0	0	0	0	0	170.00
175.00	Divisional equity	2460	0	0	0	0	0	175.00
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>1,544,962</b>	<b>1,452,798</b>	<b>0</b>	<b>1,544,962</b>	<b>1,452,789</b>	<b>180.00</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 5.1, line 200)</b>		<b>2,711,444</b>	<b>2,478,952</b>	<b>0</b>	<b>2,711,444</b>	<b>2,478,943</b>	<b>185.00</b>

\* From Page 5.4

\*\* Combine Columns 1 and 2

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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)
1.00	105	1999	1,356,560	2029	5.50	457,290
2.00			0		0.00	0
3.00			0		0.00	0
4.00			0		0.00	0
5.00			0		0.00	0
6.00			0		0.00	0
7.00			0		0.00	0
8.00			0		0.00	0
9.00			0		0.00	0
10.00			0		0.00	0
11.00			0		0.00	0
12.00			0		0.00	0
13.00			0		0.00	0
14.00			0		0.00	0
15.00			0		0.00	0
16.00			0		0.00	0
17.00			0		0.00	0
18.00			0		0.00	0
19.00			0		0.00	0
20.00			0		0.00	0

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.

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**ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL**

5.4

	DESCRIPTION	Page 5.1 - A Page 5.2 - L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00

(\*) Disclosure must also be complete on Page 10.4, as applicable.



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BALANCE SHEET - RESTRICTED FUNDS

ASSETS		Account Number	Current Period	Prior Period	
			1 00	2 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Cash (Including CD's)	1710	0	0	5.00
10.00	Investments, at cost: Marketable securities (\$ _____)*	1720	0	0	10.00
15.00	Investments, at cost: Other (\$ _____)*	1730	0	0	15.00
20.00	Pledges and receivables	1730	0	0	20.00
25.00	Due from other funds	1740	0	0	25.00
30.00	Other assets	1750	0	0	30.00
50.00	<b>TOTAL ASSETS (Sum of lines 5 through 30)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Cash (Including CD's)	1810	0	0	105.00
110.00	Marketable securities at cost (\$ _____)*	1820	0	0	110.00
115.00	<b>PLEDGES AND RECEIVABLES</b>	1830	0	0	115.00
120.00	Due from other funds	1840	0	0	120.00
125.00	Other assets	1850	0	0	125.00
150.00	<b>TOTAL ASSETS (Sum of lines 105 through 125)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Cash (Including CD's)	1910	0	0	205.00
210.00	Investments, at cost: Marketable securities (\$ _____)*	1920	0	0	210.00
215.00	Investments, at cost: Other (\$ _____)*	1920	0	0	215.00
220.00	Pledges and receivables	1930	0	0	220.00
225.00	Due from other funds	1940	0	0	225.00
230.00	Other assets	1950	0	0	230.00
250.00	<b>TOTAL ASSETS (Sum of lines 205 through 250)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>

\* Include Market Value at Current Year Balance Sheet Date in Parentheses.

LIABILITIES AND FUND BALANCES		Account Number	Current Period	Prior Period	
			3 00	4 00	
<b>PLANT REPLACEMENT AND EXPANSION FUNDS</b>					
5.00	Due to other funds	2710-2730	0	0	5.00
45.00	Fund balance (Column 3 must agree with Page 7, column 2, line 32)	2770	0	0	45.00
50.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 5 and 45)</b>		<b>0</b>	<b>0</b>	<b>50.00</b>
<b>SPECIFIC PURPOSE FUNDS</b>					
105.00	Due to other funds	2810-2830	0	0	105.00
145.00	Fund balance (Column 3 must agree with Page 7, column 3, line 32)	2870	0	0	145.00
150.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 105 and 145)</b>		<b>0</b>	<b>0</b>	<b>150.00</b>
<b>ENDOWMENT FUNDS</b>					
205.00	Mortgages	2910	0	0	205.00
210.00	<b>OTHER LIABILITIES (SPECIFY)</b>	2920	0	0	210.00
215.00	Due to other funds	2930-2950	0	0	215.00
245.00	Fund Balance (Column 3 must agree with Page 7, column 4, line 32)	2970	0	0	245.00
250.00	<b>TOTAL LIABILITIES AND FUND BALANCE (Sum of lines 205 through 245)</b>		<b>0</b>	<b>0</b>	<b>250.00</b>

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STATEMENT OF CHANGES IN EQUITY


7

	GENERAL FUND	EXTERNALLY RESTRICTED FUNDS			
		Total Equity	Plant Replacement and Expansion	Specific Purpose (A)	Endowment
		1.00	2.00	3.00	4.00
1.00	BALANCE AT BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	1,452,798	0	0	0
2.00	Prior period audit adjustments	0	0	0	0
3.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
4.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
5.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
6.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
7.00	RESTATED BEGINNING BALANCE* (Combine lines 1 through 6)	1,452,798	0	0	0
<b>Additions (deductions):</b>					
8.00	Net income (loss)	-2,708,585			5,000
9.00	Capital contributions	0			9,000
10.00	Proceeds from sale of stock	0			10,000
11.00	Owner's share	0			11,000
12.00	Restricted contributions and grants		0	0	0
13.00	Restricted investment income		0	0	0
14.00	Expenditures for specific purposes		0	0	0
15.00	Dividends declared	0			15,000
16.00	Deprecial property, plant, and equipment	0	0	0	16,000
17.00	Acquisitions of pooled companies	0			17,000
18.00	Stock options exercised	0			18,000
19.00	Related party transfers	0			19,000
20.00	Unrealized losses on Marketable Equity Securities	0	0	0	0
21.00	TRANSFERS	2,801,744	0	0	0
22.00	OTHER (DESCRIBE)	0	0	0	0
23.00	TOTAL ADDITIONS (DEDUCTIONS) (Combine lines 8 through 22)	92,164	0	0	0
<b>Transfers:</b>					
25.00	Property and equipment additions	0	0	0	0
26.00	Principal payments on long-term debt	0	0	0	0
27.00	OTHER (DESCRIBE)	0	0	0	0
28.00	OTHER (DESCRIBE)	0	0	0	0
29.00	OTHER (DESCRIBE)	0	0	0	0
30.00	OTHER (DESCRIBE)	0	0	0	0
31.00	TOTAL TRANSFERS (Combine lines 25 through 30)	0	0	0	0
32.00	BALANCE AT END OF YEAR** (Combine lines 7, 23, and 31)	1,544,962	0	0	0

\* Column 1, line 7 must agree with Page 5-2, column 2, line 180.  
 Column 2, line 7 must be equal to Page 6, column 4, line 45.  
 Column 3, line 7 must agree with Page 6, column 4, line 145.  
 Column 4, line 7 must agree with Page 6, column 4, line 245.  
 \*\* Column 1, line 32 must agree with Page 5-2, column 1, line 160.  
 Column 2, line 32 must agree with Page 6, column 3, line 45.  
 Column 3, line 32 must agree with Page 6, column 3, line 145.  
 Column 4, line 32 must agree with Page 6, column 3, line 245.


(A) District Facilities - Include Bond Interest and Refinancing



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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No	Current Period 100	Prior Period 200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P 4.2 Col.11 Ln.70	9,698,907	9,637,335	5.00
7.00	Gross Ancillary Services Net Revenue	P 4.2 C.11 + C.12 Ln.170	2,153,328	2,549,059	7.00
10.00	Less: Deductions from Revenue	P 4.2 Col.1 Ln.240	1,092,889	1,230,662	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	<b>10,760,055</b>	<b>10,975,732</b>	15.00
30.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	58,647	48,011	30.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 30	<b>10,798,902</b>	<b>11,023,743</b>	25.00
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	6110	6,147,935	6,244,355	30.00
35.00	Intermediate Care	6120	0	0	35.00
40.00	Monthly Domiciled Care	6130	0	0	40.00
45.00	Developmentally Disabled Care	6140	0	0	45.00
50.00	Sub-Acute Care	6150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	6160	0	0	51.00
53.00	Transitional Input Care	6170	0	0	53.00
55.00	Hospice Inpatient Care	6180	0	0	55.00
60.00	Other Routine Services	6199	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	<b>6,147,935</b>	<b>6,244,355</b>	65.00
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	8100	33,296	8,240	70.00
72.00	Specialized Support Staff	8150	0	0	72.00
75.00	Physical Therapy	8200	532,767	530,533	75.00
76.00	Respiratory Therapy	8250	0	0	76.00
77.00	Occupational Therapy	8250	-475,336	576,143	77.00
78.00	Speech Therapy	8280	69,205	72,789	78.00
80.00	Pharmacy	8300	442,123	458,740	80.00
85.00	Laboratory	8400	125,116	198,866	85.00
90.00	Home Health Services	8800	0	0	90.00
95.00	Other Ancillary Services	8900	109,289	105,576	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	<b>1,787,328</b>	<b>1,862,687</b>	100.00
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Floor Operations and Maintenance	6200	645,204	558,000	105.00
110.00	Housekeeping	6300	405,318	381,874	110.00
115.00	Laundry and Linen	6400	43,889	97,403	115.00
120.00	Dietary	6500	801,706	854,490	120.00
125.00	Social Services	6600	133,072	118,940	125.00
130.00	Activities	6700	152,064	193,938	130.00
135.00	Licensure Education - Nursing	6800	139,378	0	135.00
140.00	Administration	6900	2,677,278	2,902,328	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	<b>5,017,909</b>	<b>5,106,979</b>	145.00
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	197,612	179,844	155.00
160.00	Leases and Rentals	7200	104,029	2,152	160.00
165.00	Property Taxes	7300	165	55	165.00
170.00	Property Insurance	7400	18,328	35,605	170.00
175.00	Interest - Property, Plant and Equipment	7500	9,315	14,241	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	<b>329,449</b>	<b>211,987</b>	180.00
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	0	185.00
190.00	Provision for Bad Debts	7700	225,860	135,781	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	<b>225,860</b>	<b>135,781</b>	195.00
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of lines 65, 100, 145, 180, & 195	<b>13,508,481</b>	<b>13,561,789</b>	200.00
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	<b>-2,709,579</b>	<b>-2,538,046</b>	205.00
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	-1	0	210.00
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY PROVISION FOR INCOME TAXES</b>	Lines 205 + 210	<b>-2,709,580</b>	<b>-2,538,046</b>	215.00
220.00	Current	9200	0	0	220.00
225.00	Deferred	9300	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	<b>0</b>	<b>0</b>	230.00


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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	1.00 -2,709,880	2.00 -2,838,016	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	-2,709,880	-2,838,016	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Forgone Charges at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.



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STATEMENT OF CASH FLOWS - GENERAL FUND

	Current Period	Prior Period	
	100	200	
<b>Cash Flows from Operating Activities and Nonoperating Revenue :</b>			
5.00 Net Income (Loss) (Must agree with Page 8, line 253)	2,789,589	-2,536,016	5.00
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities and nonoperating revenue :</b>			
10.00 Depreciation and amortization	197,612	179,844	10.00
15.00 Change in marketable securities	0	0	15.00
20.00 Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	-171,123	449,929	20.00
25.00 Change in receivables from third-party payors	0	0	25.00
30.00 Change in other receivables	0	0	30.00
35.00 Change in due from restricted funds	0	0	35.00
40.00 Change in inventory, prepaid expenses and other current assets	-118,793	80,208	40.00
45.00 Change in accounts payable	177,189	-214,472	45.00
50.00 Change in accrued compensation and related liabilities	38,592	26,126	50.00
55.00 Change in other accrued liabilities	11,080	39,514	55.00
60.00 Change in advances from third-party parties	0	0	60.00
65.00 Change in payables to third-party payors	0	0	65.00
70.00 Change in due to restricted funds	0	0	70.00
75.00 Change in income taxes payable and other current liabilities	-102	826	75.00
80.00 Change in deferred credits	-42	6,114	80.00
85.00 Change in related party receivables/payables (related to operating activities)	0	0	85.00
90.00 OTHER (DESCRIBE)	0	0	90.00
95.00 Total adjustments (Sum of lines 10 through 90)	102,259	558,699	95.00
100.00 Net cash provided by (used for) operating activities (Sum of lines 5 and 95)	-2,907,339	-1,977,317	100.00
<b>Cash Flows from Investing Activities :</b>			
105.00 Change in assets whose use is limited	0	0	105.00
110.00 Purchase of property, plant, and equipment and increase in construction in progress	-11,047	-149,490	110.00
115.00 DEPOSIT	11	2	115.00
120.00 DEPOSITS AND OTHER ASSETS	-833	0	120.00
125.00 OTHER (DESCRIBE)	0	0	125.00
130.00 OTHER (DESCRIBE)	0	0	130.00
135.00 OTHER (DESCRIBE)	0	0	135.00
140.00 Net cash provided by (used for) investing activities (Sum of lines 105 through 135)	-12,869	-149,288	140.00
<b>Cash Flows from Financing Activities :</b>			
145.00 Proceeds from issuance of long-term debt	0	0	145.00
150.00 Principal payments on long-term debt	-81,970	-186,915	150.00
155.00 Proceeds from issuance of notes and loans	7,746	30,107	155.00
160.00 Principal payments on notes and loans	0	0	160.00
165.00 Dividends paid	0	0	165.00
170.00 Proceeds from issuance of common stock	0	0	170.00
175.00 TRANSFERS	2,782,523	2,208,133	175.00
180.00 OTHER (DESCRIBE)	0	0	180.00
185.00 OTHER (DESCRIBE)	0	0	185.00
190.00 OTHER (DESCRIBE)	0	0	190.00
195.00 OTHER (DESCRIBE)	0	0	195.00
200.00 Net cash provided by (used for) financing activities (Sum of lines 145 through 195)	-2,728,299	-2,181,325	200.00
205.00 Net increase (decrease) in cash (Lines 100 + 140 + 200)	199	2,900	205.00
210.00 Cash at beginning of period (Column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	1,718	718	210.00
215.00 Cash at end of period (Lines 205 + 210) (Column 1 must agree with Page 5.1, column 1, line 5)	2,618	2,718	215.00



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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	ALL FACILITIES				Total Expenses (Sum of C. 1, 2, 3)	RESIDENTIAL CARE FACILITIES, ONLY			Balanced To Be Appointed [C4 - (C5 + C6)]
		Salaries and Wages (1)	Employer Benefits	Other Expenses	Amount Directly Attributable Residential Care		Amount Directly Attributable Health Care	7.00		
5.00 Plant Operations and Maintenance	6200	134,249	64,227	446,726	645,204	0	0	0	5.00	
10.00 Housekeeping	6300	244,733	109,302	49,963	403,998	0	0	0	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120			111,337	111,337	0	0	0	15.00	
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7340			66,669	66,669	0	0	0	25.00	
30.00 Depreciation & Amortization - Other	7150-7160			19,806	19,806	0	0	0	30.00	
35.00 Leases and Rentals	7200			104,029	104,029	0	0	0	35.00	
40.00 Property Taxes	7300			165	165	0	0	0	40.00	
45.00 Property Insurance	7400			18,328	18,328	0	0	0	45.00	
50.00 Interest - Property, Plant & Equip.	7500			9,315	9,315	0	0	0	50.00	
55.00 Interest - Other	7600			0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	31,692	10,096	11,701	43,899	0	0	0	60.00	
65.00 Dietary	8500	389,514	174,856	237,336	801,706	0	0	0	65.00	
70.00 Provision for Bad Debts	7700			223,860	223,860	0	0	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100	0	0	33,298	33,298		33,298		75.00	
77.00 Specialized Support Staff	8150	0	0	0	0		0		77.00	
80.00 Physical Therapy	8200	336,049	131,695	43,023	510,767		532,767		80.00	
81.00 Respiratory Therapy	8220	0	0	0	0		0		81.00	
82.00 Occupational Therapy	8250	311,586	141,322	22,828	475,736		475,736		82.00	
83.00 Speech Therapy	8280	47,735	21,448	0	69,201		69,201		83.00	
85.00 Pharmacy	8300	0	0	442,121	442,121		442,121		85.00	
90.00 Laboratory	8400	0	0	125,116	125,116		125,116		90.00	
95.00 Home Health Services	8800	0	0	0	0		0		95.00	
100.00 Other Ancillary Services	8900	0	0	109,289	109,289		109,289		100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110	2,690,834	1,456,556	800,445	5,147,935		5,147,935		105.00	
110.00 Intermediate Care	6120	0	0	0	0		0		110.00	
115.00 Mentally Disordered Care	6130	0	0	0	0		0		115.00	
120.00 Developmentally Disabled Care	6140	0	0	0	0		0		120.00	
125.00 Sub-Acute Care	6150	0	0	0	0		0		125.00	
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0		0		126.00	
128.00 Transitional Inpatient Care	6170	0	0	0	0		0		128.00	
130.00 Hospice Inpatient Care	6180	0	0	0	0		0		130.00	
135.00 Other Routine Services	6190	0	0	0	0		0		135.00	
140.00 Beauty and Barber **									140.00	
145.00 Other Non-reimbursable***									145.00	
150.00 Subtotal (Lines 5 through 145)					10,384,689	0			150.00	
155.00 Social Services	6600	93,486	41,136	330	135,072	0	0	0	155.00	
160.00 Activities	6700	102,339	45,283	6,542	154,164	0	0	0	160.00	
165.00 Administration	6900	497,030	221,683	1,958,565	2,677,278	0	0	0	165.00	
170.00 Inservice Education - Nursing	8800	116,456	62,922	0	189,378	0	0	0	170.00	
175.00 Total (See Instructions)		5,981,643	2,680,724	4,839,714	13,508,481	0	7,938,263	0	175.00	
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)				0					180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)			0	0					185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)			0	0					190.00	

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.



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EXPENSE TRIAL BALANCE WORKSHEET


10.1

ACCOUNT TITLE	Account No	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Appointments (Factor) For Residential Care Position*	Amounts Apportioned To residential Care (C7 X C8)	Total Health Care Position (C4 + C5 + C9)	Adjustments for Other Operating Revenue (From P.10.2)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for Med-Cal (From P.10.3)	Adjusted Total Balance for Med-Cal (C10 + C13)		
5.00 Plant Operations and Maintenance	8200	0.000000	0	645,384	0	645,384	2,633	653,337	5.00	
10.00 Housekeeping	8300	0.000000	0	483,318	0	483,318	0	483,318	10.00	
15.00 Depreciation - Bldgs. & Improv.	7110-7120	0.000000	0	111,337	0	111,337	0	111,337	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	66,669	0	66,669	0	66,669	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	19,606	0	19,606	0	19,606	30.00	
35.00 Leases and Rentals	7200	0.000000	0	104,829	0	104,829	0	104,829	35.00	
40.00 Property Taxes	7300	0.000000	0	165	0	165	0	165	40.00	
45.00 Property Insurance	7400	0.000000	0	18,328	0	18,328	0	18,328	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	9,315	0	9,315	0	9,315	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	43,889	0	43,889	0	43,889	60.00	
65.00 Dietary	8500	0.000000	0	801,766	3	801,698	9,080	810,786	65.00	
70.00 Provision for Bad Debts	7700	0.000000	0	225,660	0	225,660	-275,660	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			33,298	0	33,298	0	33,298	75.00	
77.00 Specialized Support Staff	8150			0	0	0	0	0	77.00	
80.00 Physical Therapy	8200			532,767	0	532,767	0	532,767	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			475,536	0	475,536	0	475,536	82.00	
83.00 Speech Therapy	8280			69,201	0	69,201	0	69,201	83.00	
85.00 Pharmacy	8300			442,121	0	442,121	0	442,121	85.00	
90.00 Laboratory	8400			125,116	0	125,116	0	125,116	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			109,289	0	109,289	-1,163	107,126	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			6,147,935	0	6,147,935	17,489	6,165,424	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Monthly Decoded Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Inpatient Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **							2,163	2,163	140.00	
145.00 Other Non-reimbursable***							0	0	145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	135,872	0	135,872	0	135,872	155.00	
160.00 Activities	6700	0.000000	0	152,964	0	152,964	0	152,964	160.00	
165.00 Administration	6900	0.000000	0	2,677,276	38,788	2,638,490	-145,437	2,531,841	165.00	
170.00 Inservice Education - Nursing	6800	0.000000	0	159,378	0	159,378	0	159,378	170.00	
175.00 Total (See Instructions)				0	15,508,481	36,847	15,469,683	-136,098	15,172,386	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)									180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)									185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)									190.00	

\* Column 1, lines 3 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 173.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Total Balance Line No	
5.00	Vending Machine Commissions	5710	1.00	2.00	
10.00	Laundry and Linen Revenue	5720	0	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Discounted Supplies	5740	0	163	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	3	65	35.00
40.00	Television / Radio Charges	5780	0	5	40.00
45.00	Parking Revenue	5790	0	5	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	85	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	0	165	70.00
75.00	Cash Discounts on Purchases	5850	0		75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	OTHER OPERATING REVENUE	5990	22,446	165	85.00
90.00	WHEELCHAIR/MISC EQUIPMENT	5990	15,990	165	90.00
95.00	INTEREST INCOME - A/R	5990	403	Variom	95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		38,847		100.00

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2



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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No	Base #	Adj. Amt Inc./Dec.	Health Care Portion	Explanation of Adjustment	
	1.00	1.00	1.00	4.00	1.00	±0.00	
5.00	Depreciation (excess of Straight Line)			0	0		5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals			0	0		15.00
20.00	Gift, Flower and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)			0	0		40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service	5	A	-2,520	-2,520	NON ALLOWABLE	60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts	70	A	-25,989	-25,989	NON ALLOWABLE	75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts			0	0		95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Soap, Waste, etc.			0	0		105.00
110.00	Telephone Service	165	A	-25,936	-25,936	NON ALLOWABLE	110.00
115.00	Trade, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Vending Machine Commissions			0	0		120.00
125.00	Owner Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Revaluation Depreciation and Interest **			0	0		135.00
140.00	Barber / Beauty - Self Pay	100	B	-2,163	-2,163	RECLASS	140.00
141.00	Late and Returned Check Charges	165	B	30	30	ABATEMENT	141.00
142.00	Drugs & Subscriptions	165	A	-1,379	-1,379	NON ALLOWABLE	142.00
143.00	Patient Transportation	165	A	-7,997	-7,997	NON ALLOWABLE	143.00
144.00	Other Operating Revenue	165	B	-22,446	-22,446	ABATEMENT	144.00
145.00	OTHER (SPECIFY)			0	0		145.00
146.00	OTHER (SPECIFY)			0	0		146.00
147.00	OTHER (SPECIFY)			0	0		147.00
148.00	OTHER (SPECIFY)			0	0		148.00
149.00	OTHER (SPECIFY)			0	0		149.00
150.00	OTHER (SPECIFY)			0	0		150.00
151.00	OTHER (SPECIFY)			0	0		151.00
152.00	OTHER (SPECIFY)			0	0		152.00
153.00	OTHER (SPECIFY)			0	0		153.00
154.00	OTHER (SPECIFY)			0	0		154.00
155.00	OTHER (SPECIFY)			0	0		155.00
156.00	OTHER (SPECIFY)			0	0		156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00
170.00	OTHER (SPECIFY)			0	0		170.00

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANITA

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)


10.3

	DESCRIPTION	Page 10.1 Line No	Base *	Adj. Amt Inc./Dec.	Health Cos- Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Fund Raising			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber	140	B	2,163	2,163	RECLASS	200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combines lines 005 through 213)			-363,124	-363,124		220.00

\* Base: A - Cost  
B - Amount Received

\*\* Depreciation and interest expense related to the revaluation of assets due to change in ownership on or after July 18, 1994.



Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:15 am LTCIR	
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RELATED PARTY INFORMATION

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party*	Street (Number and Name)	City	State	Zip Code
1.00	ESKATON PROPERTIES INCORPORATED	5105 MANZANITA AVE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3).

Facility D.B.A. Name:  
**ESKATON CARE CENTER MANZANITA**

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Infr. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider Only			
				Ym/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
1.00		2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
30.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	831,103	831,103	-831,103	-831,103	0	30.00
31.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	5	0	0	3,599	3,599	3,599	31.00
32.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	163	0	0	191,407	191,407	191,407	32.00
33.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	0	0	10,893	10,893	10,893	33.00
34.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation		0	165	0	0	9,792	9,792	9,792	34.00
35.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Wages		0	105	0	0	16,223	16,223	16,223	35.00
36.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Benefits		0	105	0	0	1,266	1,266	1,266	36.00
37.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Wages		0	65	0	0	8,423	8,423	8,423	37.00
38.00	ESKATON PROPERTIES INCORPORATED	0	Support Services Allocation - Benefits		0	65	0	0	657	657	657	38.00
39.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	5	0	0	27,731	27,731	27,731	39.00
40.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	5	0	0	6,879	6,879	6,879	40.00
41.00	ESKATON PROPERTIES INCORPORATED	0	Pooled Allocation		0	165	0	0	581,302	581,302	581,302	41.00
42.00		0			0		0	0	0	0	0	42.00
43.00		0			0		0	0	0	0	0	43.00
44.00		0			0		0	0	0	0	0	44.00
45.00		0			0		0	0	0	0	0	45.00
46.00		0			0		0	0	0	0	0	46.00
47.00		0			0		0	0	0	0	0	47.00
48.00		0			0		0	0	0	0	0	48.00
49.00		0			0		0	0	0	0	0	49.00
50.00		0			0		0	0	0	0	0	50.00
51.00		0			0		0	0	0	0	0	51.00
52.00		0			0		0	0	0	0	0	52.00
53.00		0			0		0	0	0	0	0	53.00
54.00		0			0		0	0	0	0	0	54.00
55.00		0			0		0	0	0	0	0	55.00
56.00		0			0		0	0	0	0	0	56.00
57.00		0			0		0	0	0	0	0	57.00
58.00		0			0		0	0	0	0	0	58.00
59.00		0			0		0	0	0	0	0	59.00
60.00		0			0		0	0	0	0	0	60.00
61.00		0			0		0	0	0	0	0	61.00
62.00		0			0		0	0	0	0	0	62.00
63.00		0			0		0	0	0	0	0	63.00
64.00		0			0		0	0	0	0	0	64.00
65.00		0			0		0	0	0	0	0	65.00
66.00		0			0		0	0	0	0	0	66.00
67.00		0			0		0	0	0	0	0	67.00
68.00		0			0		0	0	0	0	0	68.00
69.00		0			0		0	0	0	0	0	69.00
70.00		0			0		0	0	0	0	0	70.00
71.00		0			0		0	0	0	0	0	71.00
72.00		0			0		0	0	0	0	0	72.00

Facility D.B.A. Name:  
**ESKATON CARE CENTER MANZANITA**

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/ Svcs	Description of Goods/ Services Received	Also Provides Goods/ Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yrs/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
73.00		0			0		0	0	0	0	0	73.00
74.00		0			0		0	0	0	0	0	74.00
75.00		0			0		0	0	0	0	0	75.00
76.00		0			0		0	0	0	0	0	76.00
77.00		0			0		0	0	0	0	0	77.00
78.00		0			0		0	0	0	0	0	78.00
79.00		0			0		0	0	0	0	0	79.00
80.00		0			0		0	0	0	0	0	80.00
81.00		0			0		0	0	0	0	0	81.00
82.00		0			0		0	0	0	0	0	82.00
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
100.00	<b>TOTAL ADJUSTMENTS</b>						831,185	831,183	27,029	27,029	858,152	100.00

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable.



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SALARY INFORMATION FOR OWNERS/OPERATORS, RELATED PARTIES (\*) ADMINISTRATORS, ASSISTANT ADMINISTRATORS AND BOARD MEMBERS

10.4(3)

	Name of Individual	Salary Paid (From Page 10.1 Col. 1)	Benefits Paid (From Page 10.1 Col. 2)	Other Payments (From Page 10.1 Col. 3)	Description of Goods/Services Provided	Total Hours Worked (Weeks)	10.1 Line No.	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
<b>SECTION I - OWNERS/OPERATORS/RELATIVES</b>								
110.00		0	0	0		0		110.00
111.00		0	0	0		0		111.00
112.00		0	0	0		0		112.00
113.00		0	0	0		0		113.00
114.00		0	0	0		0		114.00
<b>SECTION II - RELATED PARTY OWNERS/OPERATORS EMPLOYED AT THE FACILITY</b>								
120.00		0	0	0		0		120.00
121.00		0	0	0		0		121.00
122.00		0	0	0		0		122.00
123.00		0	0	0		0		123.00
124.00		0	0	0		0		124.00
125.00		0	0	0		0		125.00
126.00		0	0	0		0		126.00
127.00		0	0	0		0		127.00
128.00		0	0	0		0		128.00
129.00		0	0	0		0		129.00
130.00		0	0	0		0		130.00
131.00		0	0	0		0		131.00
<b>SECTION III - ADMINISTRATORS (**)</b>								
140.00	JEREMY PANTOVICH	192,816	9,512	0		40	145	140.00
141.00		0	0	0		0		141.00
142.00		0	0	0		0		142.00
143.00		0	0	0		0		143.00
<b>SECTION IV - ASSISTANT ADMINISTRATORS (**)</b>								
145.00		0	0	0		0		145.00
146.00		0	0	0		0		146.00
147.00		0	0	0		0		147.00
148.00		0	0	0		0		148.00
<b>SECTION V - BOARD MEMBERS</b>								
150.00		0	0	0				150.00
151.00		0	0	0				151.00
152.00		0	0	0				152.00
153.00		0	0	0				153.00
154.00		0	0	0				154.00

(\*) No allowance for salaries will be considered unless full information is provided. Use additional sheets if required.

(\*\*) If more than one Administrator is reported, include dates of employment for each.

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EXPENSE TRIAL BALANCE WORKSHEET (Medi-Cal Providers, Only)

10.5

ACCOUNT TITLE		Account Number	Based on Adjusted Trial Balance for Medi-Cal (Page 10.1, column 14)				Total Expenses (Sum of C's 1-6)	
			Salary and Wages	Employee Benefits	Staffing Agency Cost	Other Non-Labor Expenses		
			1.00	2.00	3.00	4.00		5.00
5.00	Plant Operations and Maintenance	6200	124,240	64,227	0	455,361	653,837	5.00
10.00	Housekeeping	6300	244,753	109,502	0	99,083	453,338	10.00
15.00	Depreciation - Bldgs. & Improvs	7100-7120				111,337	111,337	15.00
20.00	Depreciation - Leasehold Improvs	7130				0	0	20.00
25.00	Depreciation - Equipment	7140				66,669	66,669	25.00
30.00	Depreciation & Amortization - Other	7150-7160				19,606	19,606	30.00
35.00	Leases and Rentals	7200				104,029	104,029	35.00
40.00	Property Taxes	7300				165	165	40.00
45.00	Property Insurance	7400				18,328	18,328	45.00
50.00	Interest - Property, Plant & Equip	7500				9,315	9,315	50.00
55.00	Interest - Other	7600				0	0	55.00
60.00	Laundry and Linen	6400	22,092	10,096	0	11,704	43,889	60.00
65.00	Dietary	6500	397,937	179,513	0	237,336	814,786	65.00
70.00	Provision for Bad Debts	7700				0	0	70.00
<b>ANCILLARY SERVICES</b>								
75.00	Patient Supplies	8100	0	0	0	33,298	33,298	75.00
77.00	Specialized Support Staff	8150	0	0	0	0	0	77.00
80.00	Physical Therapy	8200	138,049	151,695	43,023	0	332,767	80.00
81.00	Respiratory Therapy	8250	0	0	0	0	0	81.00
82.00	Occupational Therapy	8250	311,586	141,322	22,205	423	475,536	82.00
83.00	Speech Therapy	8250	47,755	21,446	0	0	69,201	83.00
85.00	Pharmacy	8300	0	0	20,494	421,627	442,121	85.00
90.00	Laboratory	8400	0	0	0	125,116	125,116	90.00
95.00	Home Health Services	8800	0	0	0	0	0	95.00
100.00	Other Ancillary Services	8900	0	0	0	107,126	107,126	100.00
101.00	Sub-Acute Ancillary Services *	8100-8900	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services *	8100-8900	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>								
105.00	Skilled Nursing Care	6110	3,707,857	1,657,822	531,593	268,852	6,165,124	105.00
110.00	Intermediate Care	6120	0	0	0	0	0	110.00
115.00	Mentally Disabled Care	6130	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	6140	0	0	0	0	0	120.00
125.00	Sub-Acute Care	6150	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	6160	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	6470	0	0	0	0	0	128.00
130.00	Hospice Inpatient Care	6180	0	0	0	0	0	130.00
135.00	Other Routine Services	6190	0	0	0	0	0	135.00
138.00	Residential Care **	9100	0	0	0	0	0	138.00
140.00	Beauty and Barber		0	0	0	2,163	2,163	140.00
145.00	Other Nonreimbursable		0	0	0	0	0	145.00
155.00	Social Services	6600	93,406	41,136	0	530	135,072	155.00
160.00	Activities	6700	107,239	45,283	0	4,542	157,064	160.00
165.00	Administration	6800	663,121	222,509	0	944,669	1,828,299	165.00
166.00	Medical Records - Salary and Wages ***	6900	27,315	10,067	0	0	37,382	166.00
167.00	DPH Licensing Fees ***	6900				101,957	101,957	167.00
168.00	Liability Insurance ***	6900				236,808	236,808	168.00
169.00	Quality Assurance Fees ***	6900				327,395	327,395	169.00
170.00	Inservice Education - Nursing	6800	116,456	82,922	0	0	199,378	170.00
174.00	Category Training ***	6900	0	0	0	0	0	174.00
175.00	Total ****		8,204,905	2,893,540	617,318	3,687,436	13,172,360	175.00

\* Amounts reclassified from ancillary service type accounts (lines 75 through 100)

\*\* Complete with Direct Residential Care Costs

\*\*\* Amounts reclassified from Administration (line 165)

\*\*\*\* Totals in column 5 must match page 10.1, column 14, for each respective cost center (except inclusions)



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ALTERNATE ALLOCATION STATISTICS - OPTIONAL (Medi-Cal Providers, Only)

10.7

	ACCOUNT TITLE	Capital	Plant Operations	Housekeeping	Laundry & Linen	Dietary	Social Services	Activities	Inservice Education	Administration	Medical Records	
5.00	Plant Operations and Maintenance	1.00	2.00	1.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	3.00
10.00	Housekeeping	0	0	0	0	0	0	0	0	0	0	10.00
60.00	Laundry and Linen	0	0	0	0	0	0	0	0	0	0	60.00
65.00	Dietary	0	0	0	0	0	0	0	0	0	0	65.00
<b>ANCILLARY SERVICES</b>												
75.00	Patient Supplies	264	264	264	0	0	0	0	0	0	0	75.00
77.00	Specialized Support Staff	0	0	0	0	0	0	0	0	0	0	77.00
80.00	Physical Therapy	586	586	586	0	0	0	0	0	0	0	80.00
81.00	Respiratory Therapy	0	0	0	0	0	0	0	0	0	0	81.00
82.00	Occupational Therapy	240	240	240	0	0	0	0	0	0	0	82.00
83.00	Speech Therapy	240	240	240	0	0	0	0	0	0	0	83.00
85.00	Pharmacy	60	60	60	0	0	0	0	0	0	0	85.00
90.00	Laboratory	0	0	0	0	0	0	0	0	0	0	90.00
95.00	Home Health Services	0	0	0	0	0	0	0	0	0	0	95.00
100.00	Other Ancillary Services	30	30	30	0	0	0	0	0	0	0	100.00
101.00	Sub-Acute Ancillary Services	0	0	0	0	0	0	0	0	0	0	101.00
102.00	Sub-Acute - Pediatric Ancillary Services	0	0	0	0	0	0	0	0	0	0	102.00
<b>ROUTINE SERVICES</b>												
105.00	Skilled Nursing Care	11,479	11,479	11,479	215,410	64,623	0	0	0	0	0	105.00
110.00	Intermediate Care	0	0	0	0	0	0	0	0	0	0	110.00
115.00	Mentally Disordered Care	0	0	0	0	0	0	0	0	0	0	115.00
120.00	Developmentally Disabled Care	0	0	0	0	0	0	0	0	0	0	120.00
125.00	Sub-Acute Care	0	0	0	0	0	0	0	0	0	0	125.00
126.00	Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	0	0	0	126.00
128.00	Transitional Inpatient Care	0	0	0	0	0	0	0	0	0	0	128.00
130.00	Homecare Inpatient Care	0	0	0	0	0	0	0	0	0	0	130.00
135.00	Other Respite Services	0	0	0	0	0	0	0	0	0	0	135.00
139.00	Residential Care	0	0	0	0	0	0	0	0	0	0	139.00
140.00	Beauty and Barber	150	150	150	0	0	0	0	0	0	0	140.00
145.00	Other Noncontractible	0	0	0	0	0	0	0	0	0	0	145.00
155.00	Social Services	0	0	0	0	0	0	0	0	0	0	155.00
160.00	Activities	0	0	0	0	0	0	0	0	0	0	160.00
165.00	Administration	0	0	0	0	0	0	0	0	0	0	165.00
166.00	Medical Records - Salaries and Wages	0	0	0	0	0	0	0	0	0	0	166.00
170.00	Inservice Education - Nursing	0	0	0	0	0	0	0	0	0	0	170.00
174.00	Continuing Training	0	0	0	0	0	0	0	0	0	0	174.00
175.00	Total	13,649	13,649	13,649	215,410	64,623	0	0	0	0	0	175.00

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANITA

Report Period  
End: 12/31/2021

Run Date Time: 7/22/2022 10:15 am  
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Version: 45.6.174.1



ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Expenses from Page 10.1, Columns 14	Plant Operations and Maintenance through Interest - Other		Laundry and Linen		Dietary		
		BASIS* Square Feet	Amount	BASIS* Clean Dry Pounds	Amount	BASIS* Number of Patient Meals	Amount	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
5.00 General Service Costs	3,219,634		1,386,604		43,889		810,786	5.00
<b>ANCILLARY SERVICE COST CENTERS</b>								
10.00 Patient Supplies	33,298	284	28,053	0	0			10.00
12.00 Specialized Support Staff	0	0	0	0	0			12.00
15.00 Physical Therapy	532,767	586	62,289	0	0			15.00
16.00 Respiratory Therapy	0	0	0	0	0			16.00
17.00 Occupational Therapy	475,536	240	25,503	0	0			17.00
18.00 Speech Therapy	69,201	240	25,503	0	0			18.00
20.00 Pharmacy	442,121	60	6,376	0	0			20.00
25.00 Laboratory	125,116	0	0	0	0			25.00
30.00 Home Health Services	0	0	0	0	0	0	0	30.00
35.00 Other Ancillary Services	107,126	30	3,185	0	0			35.00
<b>ROUTINE SERVICE COST CENTERS</b>								
40.00 Skilled Nursing Care	6,165,424	11,479	1,219,773	215,410	43,889	64,623	810,786	40.00
45.00 Intermediate Care	0	0	0	0	0	0	0	45.00
50.00 Mentally Disabled Care	0	0	0	0	0	0	0	50.00
55.00 Developmentally Disabled Care	0	0	0	0	0	0	0	55.00
60.00 Sub-Acute Care	0	0	0	0	0	0	0	60.00
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	61.00
63.00 Transitional Inpatient Care	0	0	0	0	0	0	0	63.00
65.00 Hospice Inpatient Care	0	0	0	0	0	0	0	65.00
70.00 Other Routine Services	0	0	0	0	0	0	0	70.00
<b>NONREIMBURSABLE COSTS</b>								
75.00 Beauty and Barber	1,163	150	15,939	0	0	0	0	75.00
80.00 Other Nonreimbursable	0	0	0	0	0	0	0	80.00
85.00 TOTAL UNITS (Sum of lines 10 through 80)		13,849		215,410		64,623		85.00
90.00 UNIT COST MULTIPLIER**		106.261323		0.303746		12.546400		90.00
95.00 TOTAL COSTS (See instructions)	7,952,752		1,386,604		43,889		810,786	95.00

\* Actual amount or count required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
	BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Co. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
	8.00	9.00	10.00	11.00	12.00	
5.00 General Service Costs		446,514		2,531,841		5.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
10.00 Patient Supplies			61,331	14,598	75,949	10.00
12.00 Specialized Support Staff			0	0	0	12.00
15.00 Physical Therapy			595,036	141,585	736,621	15.00
16.00 Respiratory Therapy			0	0	0	16.00
17.00 Occupational Therapy			501,039	119,219	620,258	17.00
18.00 Speech Therapy			94,704	22,534	117,238	18.00
20.00 Pharmacy			448,497	106,717	555,214	20.00
25.00 Laboratory			125,116	29,770	154,886	25.00
30.00 Home Health Services	0	0	0	0	0	30.00
35.00 Other Ancillary Services			110,314	36,248	146,562	35.00
<b>ROUTINE SERVICE COST CENTERS</b>						
40.00 Skilled Nursing Care	6,165,424	446,514	8,686,588	2,066,883	10,753,349	40.00
45.00 Intermediate Care	0	0	0	0	0	45.00
50.00 Mentally Disabled Care	0	0	0	0	0	50.00



Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:15 am MCRIF32- Version: 45.6.174.1	LTCIR
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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Admission		Total Expenses All Patient Services	Sum of Columns 10 and 11
	BASIS* Direct Expenses	Amount	BASIS* Adm. Costs (Cs. 1, 3, 5, 7, & 9)	Amount		
55.00 Developmentally Disabled Care	0	0	0	0	0	55.00
60.00 Sub-Acute Care	0	0	0	0	0	60.00
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	61.00
63.00 Transitional Inpatient Care	0	0	0	0	0	63.00
65.00 Hospice Inpatient Care	0	0	0	0	0	65.00
70.00 Other Routine Services	0	0	0	0	0	70.00
<b>NONREIMBURSABLE COSTS</b>						
75.00 Beauty and Barber			18,102	4,307	22,409	75.00
80.00 Other Nonreimbursable			0	0	0	80.00
85.00 TOTAL UNITS (Sum of lines 10 through 80)	6,165,434		10,640,545			85.00
90.00 UNIT COST MULTIPLIER**	0.072422		0.237943			90.00
95.00 TOTAL COSTS (See instructions)		446,514		2,531,841	15,172,386	95.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.


\*\* Unit Cost Multiplier must be calculated to six decimal places.

Computation of Average Cost Per Day	Skilled Nursing	Intermediate Care	Monthly Disabled	Developments By Disabled	Sub-Acute Care	Sub-Acute Care Pediatric	Transitional Inpatient Care	Hospice Inpatient Care	Other Routine Services
100.00 Cost of Routine Services (Col. 12 above, Ls. 40 through 70)	10,753,249	0	0	0	0	0	0	0	0
105.00 Total Patient (Center) Days of Services (P. 43, Col. 6)	21,541	0	0	0	0	0	0	0	0
110.00 Average Cost Per Day (line 100 / line 105)	499.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.




Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2021	Run Date Time: MCRIF32- Version: 45.6.174.1	7/22/2022 10:15 am LTCIR	
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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)
		1.00	2.00	3.00
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>				
5.00	Supervisors and Management	1,683	100,327	59.61
10.00	Geriatric Nurse Practitioners	0	0	0.00
25.00	Registered Nurses	22,364	867,068	38.77
30.00	Licensed Vocational Nurses	51,204	1,350,688	26.38
35.00	Nurse Assistants (Aides and Orderlies)	90,681	1,204,191	13.25
40.00	Technicians and Specialists	0	0	0.00
45.00	Psychiatric Technicians	0	0	0.00
60.00	Other Salaries and Wages	3,772	171,640	45.50
65.00	Subtotal (Sum of lines 5 through 60)	169,704	3,694,934	21.75
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>				
70.00	Supervisors and Management	0	0	0.00
75.00	Geriatric Nurse Practitioners	0	0	0.00
80.00	Registered Nurses	0	0	0.00
95.00	Licensed Vocational Nurses	0	0	0.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
105.00	Technicians and Specialists	0	0	0.00
110.00	Psychiatric Technicians	0	0	0.00
125.00	Other Salaries and Wages	0	0	0.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>				
140.00	Supervisors and Management	0	0	0.00
145.00	Geriatric Nurse Practitioners	0	0	0.00
150.00	Registered Nurses	0	0	0.00
155.00	Licensed Vocational Nurses	0	0	0.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
165.00	Technicians and Specialists	0	0	0.00
170.00	Psychiatric Technicians	0	0	0.00
175.00	Other Salaries and Wages	0	0	0.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>				
190.00	Supervisors and Management	0	0	0.00
191.00	Geriatric Nurse Practitioners	0	0	0.00
192.00	Registered Nurses	0	0	0.00
193.00	Licensed Vocational Nurses	0	0	0.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
195.00	Technicians and Specialists	0	0	0.00
196.00	Psychiatric Technicians	0	0	0.00
198.00	Other Salaries and Wages	0	0	0.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00
<b>ANCILLARY SERVICES:</b>				
200.00	Supervisors and Management	0	0	0.00
205.00	Registered Nurses	0	0	0.00
210.00	Licensed Vocational Nurses	0	0	0.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
220.00	Technicians and Specialists	0	0	0.00
225.00	Other Salaries and Wages	30,857	697,390	22.60
230.00	Subtotal (Sum of lines 200 through 225)	30,857	697,390	22.60

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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 3)	
		1.00	2.00	3.00	
<b>SUPPORT SERVICES:</b>					
250.00	Plant Operations and Maintenance	5,502	134,249	24.40	250.00
255.00	Housekeeping	15,677	244,733	15.61	255.00
260.00	Laundry and Linen	1,377	22,092	16.04	260.00
265.00	Dietary	20,706	389,514	18.81	265.00
270.00	Social Services	2,760	93,408	33.84	270.00
275.00	Activities	5,782	102,239	17.68	275.00
280.00	Inservice Education - Nursing	3,327	116,456	35.00	280.00
285.00	Administration	26,797	497,030	18.55	285.00
290.00	Subtotal (Sum of lines 250 through 285)	81,926	1,599,719	19.53	290.00
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 230, and 290)	282,489	5,988,643	21.20	300.00

\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off.  
Report to the nearest whole hour.

\*\* For all facilities:

Column 2, line 65 must agree with the sum of Page 10.1, column 1, lines 105, 110, 113, 120, 130 and 135.  
Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 126. Line 199 must agree with Page 10.1, column 1, line 128.  
Line 230 must agree with Page 10.1, column 1, lines 75 through 100.

Report to the nearest whole dollar.


For non-residential care facilities:

Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities:

Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 5 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.



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LABOR REPORT

12.2

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salary and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
310.00	Social Workers (report here and include on line 270)	2,759	93,376	33.84
315.00	Activity Program Leaders (report here and include on line 275)	1,894	43,527	22.98
TEMPORARY STAFFING AGENCY SERVICES		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	3.00	3.00
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>				
405.00	Geriatric Nurse Practitioners	0	0	0.00
410.00	Registered Nurses	1,810	72,381	39.99
415.00	Licensed Vocational Nurses	5,524	185,722	30.00
420.00	Nurse Assistants (Aides and Orderlies)	14,674	293,490	20.00
425.00	Psychiatric Technicians	0	0	0.00
430.00	Other Salaries and Wages	0	0	0.00
435.00	Subtotal (Sum of lines 405 through 430)	22,908	531,593	24.18
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>				
440.00	Geriatric Nurse Practitioners	0	0	0.00
445.00	Registered Nurses	0	0	0.00
450.00	Licensed Vocational Nurses	0	0	0.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
460.00	Psychiatric Technicians	0	0	0.00
465.00	Other Salaries and Wages	0	0	0.00
470.00	Subtotal (Sum of lines 440 through 465)	0	0	0.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>				
475.00	Geriatric Nurse Practitioners	0	0	0.00
480.00	Registered Nurses	0	0	0.00
485.00	Licensed Vocational Nurses	0	0	0.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
495.00	Psychiatric Technicians	0	0	0.00
500.00	Other Salaries and Wages	0	0	0.00
505.00	Subtotal (Sum of lines 475 through 500)	0	0	0.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>				
510.00	Geriatric Nurse Practitioners	0	0	0.00
515.00	Registered Nurses	0	0	0.00
520.00	Licensed Vocational Nurses	0	0	0.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
530.00	Psychiatric Technicians	0	0	0.00
535.00	Other Salaries and Wages	0	0	0.00
540.00	Subtotal (Sum of lines 510 through 535)	0	0	0.00
SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	3.00	3.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0	0.00
560.00	Activity Program Leaders (do not include on lines 430, 465, 500, or 535)	0	0	0.00

LABOR TURNOVER

	All Employees	Direct Nursing Employees*	Nurse Assistants
	1.00	2.00	3.00
605.00	Number of employees at beginning of period	110	71
610.00	Number of employees at end of period	107	72
615.00	Average number of employees (See instructions)	109	72
620.00	Total number of people employed during the period **	187	114
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	44.04	38.33
630.00	Number of employees with continuous service for entire reporting period	81	50

\* Include all employees (RN's, LVN's, Nurse Assistants, technicians, specialists and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do include supervisors whose duties include some provision of nursing care.

\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610). This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended. Therefore, in most cases, line 620 should be greater than this calculation.



Facility D B A Name:  
ESKATON CARE CENTER MANZANITA

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PAYROLL-BASED JOURNAL PUBLIC USE FILE

12.3

Quarter: 12/10/2021

	Week Date	MD25 Counts	Total Registered Nurse Directs of Nursing Hours	Employee Registered Nurse Directs of Nursing Hours	Contracted Registered Nurse Directs of Nursing Hours	Total Registered Nurse Administration Hours	Employee Registered Nurse Administration Hours	Contracted Registered Nurse Administration Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administration Hours	Employee Licensed Practical Nurse Administration Hours	
2.00	10/01/2021	61	3.00	5.00	0.00	0.00	0.00	0.00	42.00	42.00	0.00	0.00	0.00	2.00
3.00	10/02/2021	59	0.00	0.00	0.00	0.00	0.00	0.00	34.00	34.00	0.00	0.00	0.00	3.00
4.00	10/03/2021	62	0.00	0.00	0.00	0.00	0.00	0.00	24.00	24.00	0.00	0.00	0.00	4.00
5.00	10/04/2021	63	3.00	5.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	7.00	7.00	5.00
6.00	10/05/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	68.00	68.00	0.00	6.00	6.00	6.00
7.00	10/06/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	51.00	51.00	0.00	0.00	0.00	7.00
8.00	10/07/2021	61	3.00	5.00	0.00	0.00	0.00	0.00	56.00	56.00	0.00	0.00	0.00	8.00
9.00	10/08/2021	60	0.00	0.00	0.00	0.00	0.00	0.00	80.00	80.00	0.00	6.00	6.00	9.00
10.00	10/09/2021	62	0.00	0.00	0.00	0.00	0.00	0.00	47.00	47.00	0.00	0.00	0.00	10.00
11.00	10/10/2021	64	0.00	0.00	0.00	0.00	0.00	0.00	38.00	38.00	0.00	0.00	0.00	11.00
12.00	10/11/2021	64	0.00	0.00	0.00	0.00	0.00	0.00	51.00	51.00	0.00	7.00	7.00	12.00
13.00	10/12/2021	63	3.00	5.00	0.00	0.00	0.00	0.00	47.00	47.00	0.00	7.00	7.00	13.00
14.00	10/13/2021	66	3.00	5.00	0.00	0.00	0.00	0.00	62.00	62.00	0.00	0.00	0.00	14.00
15.00	10/14/2021	65	3.00	5.00	0.00	0.00	0.00	0.00	62.00	62.00	0.00	8.00	8.00	15.00
16.00	10/15/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	53.00	53.00	0.00	0.00	0.00	16.00
17.00	10/16/2021	61	0.00	0.00	0.00	0.00	0.00	0.00	29.00	29.00	0.00	0.00	0.00	17.00
18.00	10/17/2021	56	0.00	0.00	0.00	0.00	0.00	0.00	29.00	29.00	0.00	0.00	0.00	18.00
19.00	10/18/2021	60	3.00	5.00	0.00	0.00	0.00	0.00	55.00	55.00	0.00	7.00	7.00	19.00
20.00	10/19/2021	60	3.00	5.00	0.00	0.00	0.00	0.00	61.00	61.00	0.00	7.00	7.00	20.00
21.00	10/20/2021	62	3.00	5.00	0.00	0.00	0.00	0.00	57.00	57.00	0.00	6.00	6.00	21.00
22.00	10/21/2021	58	3.00	5.00	0.00	0.00	0.00	0.00	61.00	61.00	0.00	6.00	6.00	22.00
23.00	10/22/2021	60	0.00	0.00	0.00	0.00	0.00	0.00	73.00	73.00	0.00	6.00	6.00	23.00
24.00	10/23/2021	63	0.00	0.00	0.00	0.00	0.00	0.00	33.00	33.00	0.00	0.00	0.00	24.00
25.00	10/24/2021	62	0.00	0.00	0.00	0.00	0.00	0.00	45.00	45.00	0.00	0.00	0.00	25.00
26.00	10/25/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	65.00	65.00	0.00	6.00	6.00	26.00
27.00	10/26/2021	65	3.00	5.00	0.00	0.00	0.00	0.00	55.00	55.00	0.00	7.00	7.00	27.00
28.00	10/27/2021	65	3.00	5.00	0.00	0.00	0.00	0.00	64.00	64.00	0.00	8.00	8.00	28.00
29.00	10/28/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	53.00	53.00	0.00	5.00	5.00	29.00
30.00	10/29/2021	63	3.00	5.00	0.00	0.00	0.00	0.00	62.00	62.00	0.00	8.00	8.00	30.00
31.00	10/30/2021	65	0.00	0.00	0.00	0.00	0.00	0.00	39.00	39.00	0.00	0.00	0.00	31.00
32.00	10/31/2021	66	0.00	0.00	0.00	0.00	0.00	0.00	28.00	28.00	0.00	0.00	0.00	32.00
33.00	11/01/2021	66	3.00	5.00	0.00	0.00	0.00	0.00	78.00	78.00	0.00	7.00	7.00	33.00
34.00	11/02/2021	67	3.00	5.00	0.00	0.00	0.00	0.00	67.00	67.00	0.00	5.00	5.00	34.00
35.00	11/03/2021	70	3.00	5.00	0.00	0.00	0.00	0.00	58.00	58.00	0.00	0.00	0.00	35.00
36.00	11/04/2021	68	3.00	5.00	0.00	0.00	0.00	0.00	68.00	68.00	0.00	7.00	7.00	36.00
37.00	11/05/2021	66	3.00	5.00	0.00	0.00	0.00	0.00	75.00	75.00	0.00	0.00	0.00	37.00
38.00	11/06/2021	66	0.00	0.00	0.00	0.00	0.00	0.00	33.00	33.00	0.00	6.00	6.00	38.00
39.00	11/07/2021	66	0.00	0.00	0.00	0.00	0.00	0.00	42.00	42.00	0.00	0.00	0.00	39.00
40.00	11/08/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	58.00	58.00	0.00	7.00	7.00	40.00
41.00	11/09/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	66.00	66.00	0.00	4.00	4.00	41.00
42.00	11/10/2021	65	0.00	0.00	0.00	0.00	0.00	0.00	70.00	70.00	0.00	0.00	0.00	42.00
43.00	11/11/2021	66	0.00	0.00	0.00	0.00	0.00	0.00	73.00	73.00	0.00	7.00	7.00	43.00
44.00	11/12/2021	64	0.00	0.00	0.00	0.00	0.00	0.00	48.00	48.00	0.00	10.00	10.00	44.00
45.00	11/13/2021	64	0.00	0.00	0.00	0.00	0.00	0.00	22.00	22.00	0.00	0.00	0.00	45.00
46.00	11/14/2021	62	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	0.00	0.00	0.00	46.00
47.00	11/15/2021	63	0.00	0.00	0.00	0.00	0.00	0.00	64.00	64.00	0.00	7.00	7.00	47.00
48.00	11/16/2021	63	3.00	5.00	0.00	0.00	0.00	0.00	71.00	71.00	0.00	6.00	6.00	48.00
49.00	11/17/2021	63	3.00	5.00	0.00	0.00	0.00	0.00	53.00	53.00	0.00	0.00	0.00	49.00
50.00	11/18/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	56.00	56.00	0.00	7.00	7.00	50.00
51.00	11/19/2021	64	3.00	5.00	0.00	0.00	0.00	0.00	73.00	73.00	0.00	0.00	0.00	51.00
52.00	11/20/2021	60	0.00	0.00	0.00	0.00	0.00	0.00	28.00	28.00	0.00	0.00	0.00	52.00
53.00	11/21/2021	61	0.00	0.00	0.00	0.00	0.00	0.00	56.00	56.00	0.00	0.00	0.00	53.00
54.00	11/22/2021	61	3.00	5.00	0.00	0.00	0.00	0.00	66.00	66.00	0.00	7.00	7.00	54.00



Facility D B A Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2021	Run Date Time: 7/22/2022 10:15 am MCRIF32 Version: 45.6.174.1	
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PAYROLL-BASED JOURNAL PUBLIC USE FILE

Quarter: 12/10/2021

Work Date	MDS Census	Total Registered Nurse Director of Nursing Hours	Employee Registered Nurse Director of Nursing Hours	Contracted Registered Nurse Director of Nursing Hours	Total Registered Nurse Administration Hours	Employee Registered Nurse Administration Hours	Contracted Registered Nurse Administration Hours	Total Registered Nurse Hours	Employee Registered Nurse Hours	Contracted Registered Nurse Hours	Total Licensed Practical Nurse Administration Hours	Employee Licensed Practical Nurse Administration Hours
1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00
55.00	11/23/2021	62	8.00	8.00	0.00	0.00	0.00	58.00	58.00	0.00	6.00	6.00
56.00	11/24/2021	62	8.00	8.00	0.00	0.00	0.00	48.00	48.00	0.00	7.00	7.00
57.00	11/25/2021	63	0.00	0.00	0.00	0.00	0.00	29.00	29.00	0.00	0.00	0.00
58.00	11/26/2021	62	0.00	0.00	0.00	0.00	0.00	36.00	36.00	0.00	9.00	9.00
59.00	11/27/2021	64	0.00	0.00	0.00	0.00	0.00	32.00	32.00	0.00	0.00	0.00
60.00	11/28/2021	65	0.00	0.00	0.00	0.00	0.00	32.00	32.00	0.00	0.00	0.00
61.00	11/29/2021	64	8.00	8.00	0.00	0.00	0.00	55.00	53.00	0.00	8.00	8.00
62.00	11/30/2021	67	8.00	8.00	0.00	0.00	0.00	67.00	67.00	0.00	5.00	5.00
63.00	12/01/2021	67	8.00	8.00	0.00	0.00	0.00	69.00	69.00	0.00	0.00	0.00
64.00	12/02/2021	65	8.00	8.00	0.00	0.00	0.00	80.00	80.00	0.00	7.00	7.00
65.00	12/03/2021	61	8.00	8.00	0.00	0.00	0.00	76.00	76.00	0.00	0.00	0.00
66.00	12/04/2021	60	0.00	0.00	0.00	0.00	0.00	48.00	48.00	0.00	0.00	0.00
67.00	12/05/2021	60	0.00	0.00	0.00	0.00	0.00	58.00	58.00	0.00	0.00	0.00
68.00	12/06/2021	58	8.00	8.00	0.00	0.00	0.00	53.00	53.00	0.00	6.00	6.00
69.00	12/07/2021	60	8.00	8.00	0.00	0.00	0.00	72.00	72.00	0.00	5.00	5.00
70.00	12/08/2021	61	8.00	8.00	0.00	0.00	0.00	77.00	77.00	0.00	0.00	0.00
71.00	12/09/2021	61	8.00	8.00	0.00	0.00	0.00	78.00	78.00	0.00	7.00	7.00
72.00	12/10/2021	63	8.00	8.00	0.00	0.00	0.00	35.00	35.00	0.00	0.00	0.00
94.00	<b>TOTAL</b>	<b>4,481</b>	<b>336.00</b>	<b>336.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,841.00</b>	<b>3,841.00</b>	<b>0.00</b>	<b>229.00</b>	<b>229.00</b>

Quarter: 12/10/2021

Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aids / Technician Hours	Employee Med Aids / Technician Hours	Contracted Med Aids / Technician Hours
14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00	26.00
2.00	0.00	92.00	76.00	18.00	183.00	163.00	20.00	0.00	0.00	0.00	0.00	2.00
3.00	0.00	87.00	69.00	18.00	183.00	148.00	15.00	0.00	0.00	0.00	0.00	3.00
4.00	0.00	83.00	61.00	22.00	159.00	131.00	8.00	0.00	0.00	0.00	0.00	4.00
5.00	0.00	107.00	87.00	18.00	177.00	165.00	12.00	0.00	0.00	0.00	0.00	5.00
6.00	0.00	108.00	100.00	8.00	174.00	164.00	10.00	0.00	0.00	0.00	0.00	6.00
7.00	0.00	134.00	111.00	23.00	165.00	158.00	8.00	0.00	0.00	0.00	0.00	7.00
8.00	0.00	118.00	102.00	16.00	177.00	169.00	8.00	0.00	0.00	0.00	0.00	8.00
9.00	0.00	97.00	97.00	0.00	192.00	176.00	16.00	0.00	0.00	0.00	0.00	9.00
10.00	0.00	74.00	60.00	8.00	168.00	168.00	0.00	0.00	0.00	0.00	0.00	10.00
11.00	0.00	82.00	66.00	16.00	186.00	178.00	8.00	0.00	0.00	0.00	0.00	11.00
12.00	0.00	131.00	108.00	23.00	165.00	137.00	8.00	23.00	23.00	0.00	0.00	12.00
13.00	0.00	127.00	100.00	20.00	185.00	130.00	16.00	23.00	23.00	0.00	0.00	13.00
14.00	0.00	112.00	80.00	32.00	154.00	146.00	8.00	21.00	21.00	0.00	0.00	14.00
15.00	0.00	100.00	76.00	24.00	181.00	150.00	31.00	22.00	22.00	0.00	0.00	15.00
16.00	0.00	130.00	114.00	16.00	181.00	168.00	15.00	22.00	22.00	0.00	0.00	16.00
17.00	0.00	90.00	82.00	8.00	158.00	151.00	8.00	0.00	0.00	0.00	0.00	17.00
18.00	0.00	92.00	74.00	16.00	154.00	146.00	8.00	0.00	0.00	0.00	0.00	18.00
19.00	0.00	118.00	91.00	26.00	183.00	148.00	16.00	22.00	22.00	0.00	0.00	19.00
20.00	0.00	125.00	102.00	23.00	167.00	142.00	25.00	22.00	22.00	0.00	0.00	20.00
21.00	0.00	139.00	128.00	7.00	183.00	159.00	23.00	22.00	22.00	0.00	0.00	21.00
22.00	0.00	150.00	126.00	24.00	182.00	158.00	24.00	18.00	18.00	0.00	0.00	22.00
23.00	0.00	105.00	95.00	10.00	168.00	161.00	8.00	16.00	16.00	0.00	0.00	23.00
24.00	0.00	66.00	50.00	16.00	163.00	163.00	0.00	0.00	0.00	0.00	0.00	24.00
25.00	0.00	57.00	49.00	8.00	157.00	149.00	8.00	0.00	0.00	0.00	0.00	25.00
26.00	0.00	120.00	110.00	10.00	173.00	149.00	24.00	23.00	23.00	0.00	0.00	26.00
27.00	0.00	138.00	122.00	16.00	168.00	152.00	16.00	23.00	23.00	0.00	0.00	27.00
28.00	0.00	117.00	101.00	16.00	174.00	164.00	10.00	20.00	20.00	0.00	0.00	28.00
29.00	0.00	136.00	110.00	16.00	136.00	138.00	0.00	19.00	19.00	0.00	0.00	29.00



Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANITA

Report Period  
End: 12/31/2021

Run Date Time: 7/22/2022 10:15 am  
MCRIF32- LTCIR  
Version: 45 & 174.1



PAYROLL-BASED JOURNAL PUBLIC USE FILE

12.3


Quarter: 12/10/2021

	Contracted Licensed Practical Nurse Administration Hours	Total Licensed Practical Nurse Hours	Employee Licensed Practical Nurse Hours	Contracted Licensed Practical Nurse Hours	Total Certified Nurse Aide Hours	Employee Certified Nurse Aide Hours	Contracted Certified Nurse Aide Hours	Total Nurse Aide in Training Hours	Employee Nurse Aide in Training Hours	Contracted Nurse Aide in Training Hours	Total Med Aide / Technician Hours	Employee Med Aide / Technician Hours	Contracted Med Aide / Technician Hours
30.00	0.00	123.00	107.00	16.00	170.00	162.00	8.00	11.00	11.00	0.00	0.00	0.00	0.00
31.00	0.00	73.00	63.00	8.00	169.00	160.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00
32.00	0.00	90.00	66.00	24.00	158.00	138.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33.00	0.00	119.00	86.00	33.00	156.00	134.00	22.00	22.00	23.00	0.00	0.00	0.00	0.00
34.00	0.00	124.00	93.00	31.00	170.00	146.00	24.00	24.00	23.00	0.00	0.00	0.00	0.00
35.00	0.00	123.00	102.00	21.00	184.00	152.00	32.00	15.00	15.00	0.00	0.00	0.00	0.00
36.00	0.00	104.00	104.00	0.00	160.00	136.00	24.00	23.00	23.00	0.00	0.00	0.00	0.00
37.00	0.00	106.00	90.00	16.00	178.00	154.00	16.00	19.00	19.00	0.00	0.00	0.00	0.00
38.00	0.00	74.00	59.00	15.00	151.00	142.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00
39.00	0.00	79.00	62.00	8.00	170.00	155.00	14.00	0.00	0.00	0.00	0.00	0.00	0.00
40.00	0.00	118.00	110.00	8.00	174.00	144.00	30.00	23.00	23.00	0.00	0.00	0.00	0.00
41.00	0.00	128.00	113.00	15.00	178.00	144.00	32.00	23.00	23.00	0.00	0.00	0.00	0.00
42.00	0.00	106.00	98.00	8.00	206.00	144.00	62.00	23.00	23.00	0.00	0.00	0.00	0.00
43.00	0.00	106.00	91.00	15.00	177.00	159.00	18.00	23.00	23.00	0.00	0.00	0.00	0.00
44.00	0.00	107.00	99.00	8.00	193.00	143.00	50.00	23.00	23.00	0.00	0.00	0.00	0.00
45.00	0.00	94.00	86.00	8.00	156.00	128.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00
46.00	0.00	86.00	86.00	0.00	140.00	124.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00
47.00	0.00	103.00	84.00	18.00	169.00	143.00	26.00	22.00	22.00	0.00	0.00	0.00	0.00
48.00	0.00	112.00	104.00	8.00	157.00	141.00	16.00	23.00	23.00	0.00	0.00	0.00	0.00
49.00	0.00	113.00	107.00	7.00	159.00	139.00	0.00	18.00	18.00	0.00	0.00	0.00	0.00
50.00	0.00	116.00	114.00	2.00	183.00	155.00	8.00	14.00	14.00	0.00	0.00	0.00	0.00
51.00	0.00	108.00	108.00	0.00	178.00	133.00	24.00	22.00	22.00	0.00	0.00	0.00	0.00
52.00	0.00	72.00	57.00	15.00	160.00	136.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00
53.00	0.00	71.00	71.00	0.00	150.00	127.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00
54.00	0.00	152.00	120.00	32.00	147.00	137.00	10.00	59.00	59.00	0.00	0.00	0.00	0.00
55.00	0.00	131.00	121.00	10.00	168.00	124.00	44.00	66.00	66.00	0.00	0.00	0.00	0.00
56.00	0.00	146.00	123.00	23.00	153.00	121.00	32.00	21.00	21.00	0.00	0.00	0.00	0.00
57.00	0.00	93.00	61.00	32.00	147.00	99.00	48.00	29.00	29.00	0.00	0.00	0.00	0.00
58.00	0.00	86.00	86.00	0.00	173.00	151.00	24.00	7.00	7.00	0.00	0.00	0.00	0.00
59.00	0.00	87.00	63.00	24.00	186.00	162.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00
60.00	0.00	88.00	64.00	24.00	141.00	141.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00
61.00	0.00	138.00	114.00	24.00	161.00	145.00	16.00	46.00	46.00	0.00	0.00	0.00	0.00
62.00	0.00	115.00	107.00	8.00	154.00	96.00	58.00	39.00	39.00	0.00	0.00	0.00	0.00
63.00	0.00	136.00	128.00	8.00	180.00	112.00	48.00	39.00	39.00	0.00	0.00	0.00	0.00
64.00	0.00	124.00	116.00	8.00	171.00	129.00	41.00	47.00	47.00	0.00	0.00	0.00	0.00
65.00	0.00	103.00	99.00	4.00	178.00	125.00	54.00	52.00	52.00	0.00	0.00	0.00	0.00
66.00	0.00	53.00	53.00	0.00	188.00	112.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00
67.00	0.00	63.00	45.00	20.00	166.00	127.00	39.00	9.00	9.00	0.00	0.00	0.00	0.00
68.00	0.00	120.00	102.00	17.00	153.00	128.00	36.00	47.00	47.00	0.00	0.00	0.00	0.00
69.00	0.00	109.00	101.00	8.00	144.00	134.00	10.00	57.00	57.00	0.00	0.00	0.00	0.00
70.00	0.00	112.00	104.00	8.00	149.00	134.00	16.00	47.00	47.00	0.00	0.00	0.00	0.00
71.00	0.00	114.00	106.00	8.00	181.00	144.00	18.00	61.00	61.00	0.00	0.00	0.00	0.00
72.00	0.00	124.00	116.00	8.00	189.00	143.00	36.00	45.00	45.00	0.00	0.00	0.00	0.00
94.00	8.00	7,560.00	6,548.00	1,082.00	11,608.00	10,376.00	1,141.00	1,322.00	1,322.00	0.00	0.00	0.00	0.00

**SECTION 999.5(d)(5)(C)**

**11) Medi-Cal Cost Report data for Manzanita dated  
December 31, 2020**

**Please note that information unrelated to Fair Oaks,  
Greenhaven, and Manzanita has been redacted.**

Facility D.B.A. Name: ESKATON CARE CENTER MANZANITA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32 Version: 44.8.172.4	
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## INTEGRATED DISCLOSURE AND MEDI-CAL COST REPORT

## GENERAL INFORMATION AND CERTIFICATION

1

1. Legal Name of Facility: ESKATON PROPERTIES INCORPORATED		2. State License Number: 00000133		3. Medi-Cal Provider Number: Z2R35083G	
4. D.B.A. (Doing Business As): ESKATON CARE CENTER MANZANITA		5. Facility Business Phone: 9163518013			
6. Facility Street Address: 5318 MANZANITA AVE		7. City: CARMICHAEL		8. Zip Code: 95608	
9. Mailing Address - Street or P.O. Box (if different)		10. City		11. Zip Code	
12. Administrator: JEREMY PANTOVICH					
13. Report Contact Person: PATRICIA SKARSHAUG				14. Phone Number: 9163340910	
15. Mailing Address - Street or P.O. Box: 5105 MANZANITA AVE		16. City: CARMICHAEL		17. State: CA	18. Zip Code: 95608
19. Previous Name of Facility if Changed Since Previous Report				20. Date of Change	
21. Previous State License Number:		22. Date of Change:	23. Previous Medi-Cal Provider No.:		24. Date of Change:
25. Reporting Period Begin: 01/01/2020			26. Reporting Period End: 12/31/2020		

## CERTIFICATION

I, \_\_\_\_\_, verify under penalty of perjury as follows: That I am an official of \_\_\_\_\_  
(Name of Individual) (Name of Facility (D.B.A.))  
and am duly authorized to sign this certification, that the Office of Statewide Health Planning and Development's accounting and reporting system as set forth in the Office's "Accounting and Reporting Manual for California Long Term Care Facilities" has been implemented by this institution, that as applicable, the data in the accompanying reports are based on that system, and that to the best of my knowledge and information I believe such statement and data in the accompanying report to be true and correct, and in compliance with Section 11311.2, Title 22, California Code of Regulations.

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

ESKATON CARE CENTER MANZANITA

(Name of Facility (D.B.A.))

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

(Signature)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

CA

## NOTICE


Please be advised that submission of cost reports for items or services which were not provided, are not reimbursable under the Medi-Cal program, or are claimed in violation of an agreement with the state, may subject your organization to civil money penalty assessment in accordance with Welfare and Institutions Code, Section 14125.2.

All Facilities, mail original and two copies to:  
Office of Statewide Health Planning and Development  
Accounting and Reporting Systems Section  
2020 West El Camino Avenue, Suite 1100  
Sacramento, CA 95833

DO NOT MAIL ANY REPORT  
TO DEPARTMENT OF HEALTH SERVICES

Telephone: (916) 326-3854



Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:11 pm LTCIR	
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FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION

2.1

License Category (Check Only One)		(X)	Third Party Payor Programs (Complete all that apply)	Date Certified	(X)	
1.00	SKILLED NURSING FACILITY		1.01	2.00	3.00	
		X	MEDICARE	07/01/1966	X	1.00
2.00	INTERMEDIATE CARE FACILITY		MEDI-CAL/SNF	07/01/1966	X	2.00
3.00	SNF/RESIDENTIAL		MEDI-CAL/SCF			3.00
4.00	ICF/RESIDENTIAL		MEDI-CAL/MD			4.00
5.00	CONGREGATE LIVING HEALTH FACILITY		MEDI-CAL/DD			5.00
6.00			SHORT-DOYLE			6.00
7.00			VA			7.00
8.00			CHAMPUS			8.00
9.00			OTHER (DESCRIBE)			9.00
Type of Control (Check Only One)		(X)	Legal Organization (Check Only One)		(X)	
		1.00	1.01		3.00	
10.00	CHURCH RELATED		CORPORATION			10.00
11.00	NOT-FOR-PROFIT	X	DIVISION OF A CORPORATION		X	11.00
12.00	INVESTOR OWNED		PARTNERSHIP			12.00
13.00	GOVERNMENT:		PROPRIETORSHIP			13.00
14.00	-- STATE		OTHER (DESCRIBE)			14.00
15.00	-- COUNTY					
16.00	-- CITY/COUNTY					
17.00	-- CITY					
18.00	-- DISTRICT					

Describe any items which management believes may have a significant effect on the data in this report:

25.00 \_\_\_\_\_

26.00 \_\_\_\_\_

27.00 \_\_\_\_\_

28.00 \_\_\_\_\_

29.00 \_\_\_\_\_

30.00 \_\_\_\_\_

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANTIA

Report Period  
End: 12/31/2020

Run Date Time: 7/16/2021 3:11 pm  
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## SERVICES INVENTORY

2.2

	Health Service	Code*	
		1.00	
1.00	Pharmacy	2	1.00
2.00	Patient Supplies	1	2.00
3.00	Laboratory	3	3.00
4.00	RADIOLOGY	3	4.00
5.00	Physical Therapy	1	5.00
6.00	INHALATION THERAPY	5	6.00
7.00	Speech Therapy	1	7.00
8.00	Occupational Therapy	1	8.00
9.00	AUDIOLOGY	5	9.00
10.00	PROSTHETIC DEVICES	5	10.00
11.00	SOCIAL SERVICES	1	11.00
12.00	PHYSICIAN CARE	5	12.00
13.00	DENTAL CARE	5	13.00
14.00	PODIATRIC CARE	5	14.00
15.00	CHIROPRACTIC CARE	5	15.00
16.00	OPTOMETRIC CARE	5	16.00
17.00	PSYCHIATRIC CARE	5	17.00
18.00	RECREATION/ACTIVITY	1	18.00
19.00	ALCOHOLISM/SUBSTANCE ABUSE TREATMENT AND RECOVERY	5	19.00
20.00	HOME HEALTH	5	20.00
21.00	HOSPICE	5	21.00
22.00	LONG-TERM REHABILITATION	5	22.00
23.00	PATIENT EDUCATION	5	23.00
24.00	ADULT DAY HEALTH CARE	5	24.00
25.00	OTHER (DESCRIBE)		25.00
26.00	OTHER (DESCRIBE)		26.00
27.00	OTHER (DESCRIBE)		27.00

\* CODE EXPLANATION: Enter appropriate code in column 1 for every item.

1 - Service MAINTAINED in facility and staffed by facility personnel. Related expenses reported on Page 10.1, columns 1, 2, and 3.

2 - Service MAINTAINED in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on Page 10.1, column 3.

3 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on Page 10.1, column 3.

4 - Service NOT MAINTAINED in facility but available from an outside provider under contract arrangement whereby patients or third party payors are billed directly by the outside provider.

5 - Service NOT MAINTAINED in facility and no formal referral agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.

6 - Service MAINTAINED, but not used during reporting cycle.

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTTA	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:11 pm LTCIR
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

The purpose of this schedule is to identify the facility's relationships with various control and/or management organizations.

A. Is this facility part of an organization with two or more health facilities under common ownership or control as defined in the instructions for this form?

5.00  Yes  No (If "Yes", complete items B and D. If "No", proceed to item E)

B. Is this facility a

10.00  Parent  Subsidiary  Division  Other (If Subsidiary or Division, complete item C)

C. Name and address of parent organization

15.00 Name: ESKATON PROPERTIES INCORPORATED

20.00 Address: 5105 MANZANTTA AVE

25.00 City: CARSMICHAEL 30. State: CA 35. ZIP: 95608

D. NAME, ADDRESS AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

	Name 1.00	Street Name & Number 2.00	City 3.00	State 4.00	Zip Code 5.00	% of Ownership 6.00	
40.00	ESKATON CARE CENTER FAIR OAKS	11300 FAIR OAKD BLVD	FAIR OAKS	CA	95628	100	40.00
41.00	ESKATON CARE CENTER GREENHAVEN	455 FLORIN ROAD	SACRAMENTO	CA	95831	100	41.00

44.00						0	44.00
45.00						0	45.00
46.00						0	46.00
47.00						0	47.00
48.00						0	48.00
49.00						0	49.00
50.00						0	50.00
51.00						0	51.00
52.00						0	52.00
53.00						0	53.00
54.00						0	54.00
55.00						0	55.00
56.00						0	56.00
57.00						0	57.00
58.00						0	58.00
59.00						0	59.00
60.00						0	60.00
61.00						0	61.00
62.00						0	62.00
63.00						0	63.00
64.00						0	64.00
65.00						0	65.00
66.00						0	66.00
67.00						0	67.00
68.00						0	68.00
69.00						0	69.00
70.00						0	70.00

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

90.00							90.00
91.00							91.00
92.00							92.00
93.00							93.00
94.00							94.00
95.00							95.00
96.00							96.00
97.00							97.00
98.00							98.00
99.00							99.00
100.00							100.00
101.00							101.00
102.00							102.00



Facility D.B.A. Name: <b>ESKATON CARE CENTER MANZANTA</b>	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32: <b>LTCIR</b> Version: 44.8.172.4
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.1

E. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

103.00		103.00
104.00		104.00
105.00		105.00
106.00		106.00
107.00		107.00
108.00		108.00
109.00		109.00
110.00		110.00
111.00		111.00
112.00		112.00
113.00		113.00
114.00		114.00
115.00		115.00

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:11 pm LTCIR	
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FACILITY ORGANIZATION AND OTHER INFORMATION

3.2

F. GOVERNING BOARD OFFICERS AND MEMBERS

	Name 1.00	Occupation 2.00	
130.00	SUSAN DEMAROS	STATE POLICY DIRECTOR	130.00
131.00	ROBERT EDMONDSON	RETIRED CEO	131.00
132.00	DOUGLAS ELMETS	CEO COMMUNICATIONS	132.00
133.00	LAWRENCE GARCIA	ATTORNEY	133.00
134.00	JACQUELYN KUNG	CONSULTANT	134.00
135.00	PATRICIA MCFARLAND	RN RETIRED	135.00
136.00			136.00
137.00			137.00
138.00			138.00
139.00			139.00
140.00			140.00
141.00			141.00
142.00			142.00
143.00			143.00
144.00			144.00
145.00			145.00

G. Does the facility use a management company?

200.00  Yes  No (If "Yes", provide the following information. If "No", proceed to item "M")

205.00 Name of Management Company: \_\_\_\_\_


210.00 Address: \_\_\_\_\_

215.00 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

230.00 Phone No.: \_\_\_\_\_

NAMES OF MANAGEMENT COMPANY OWNERS HAVING A 5% OR MORE EQUITY INTEREST

240.00		240.00
245.00		245.00
250.00		250.00
255.00		255.00
260.00		260.00
265.00		265.00
270.00		270.00
275.00		275.00
280.00		280.00

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32: Version: 44.8.172.4	
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RELATED PERSONS AND ORGANIZATIONS AND OTHER INFORMATION

3.3

FOR MEDICAL PROVIDERS, ONLY

M. Are Financial Statements available for the reporting period?

323.00  Yes (If "YES", please enclose a copy)  No (If "No", enclose a copy of your working trial balance)

N. Is this report being filed as a result of a change in ownership?

335.00  Yes  No

(If "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

O. STATEMENT OF HOME OFFICE (PARENT) COSTS

	Account Description	Account Number	Amount	Explanation of Allocations	
	1.00	2.00	3.00	4.00	
<b>INTERIM PERIOD HOME OFFICE COST ALLOCATIONS:</b>					
340.00	ADMINISTRATION	6901	945,745	SUPPORT SERVICES	340.00
341.00			0		341.00
342.00			0		342.00
343.00	Subtotal Interim Period (Sum of lines 340 through 342)			945,745	343.00
<b>YEAR END HOME OFFICE COST ALLOCATIONS:</b>					
344.00	ADMINISTRATION	6901	530,098	SUPPORT SERVICES	344.00
345.00			0		345.00
346.00			0		346.00
347.00	Subtotal Year End (Sum of lines 344 through 346)			530,098	347.00
348.00	TOTAL HOME OFFICE COST ALLOCATIONS (Sum of lines 343 and 347)			1,475,843	348.00
<b>HOME OFFICE EQUITY ALLOCATIONS:</b>					
<b>ASSET</b>					
349.00			0		349.00
350.00			0		350.00
<b>LIABILITY</b>					
351.00			0		351.00
352.00			0		352.00
353.00	TOTAL EQUITY ALLOCATIONS (Sum lines 349 through 352)			0	353.00

P. Were any assets disposed of during the reporting period?

355.00  Yes  No

If "Yes" attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of depreciation, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360.00  Yes  No

(If "Yes" and through a savings and loan, include the name and address on lines 363 through 369 below)

(If "Yes" and through a trust system, complete lines 370 through 375)

363.00 Name:

366.00 Address:

367.00 City:


368. State:

369. Zip:

PATIENT TRUST ACTIVITY ACCOUNT

	1.00	
370.00 Balance of Trust Account at beginning of the reporting period	0	370.00
371.00 Total Deposits to the Trust Account during the reporting period, not including interest	0	371.00
372.00 Interest Added / Earned	0	372.00
373.00 Total Deposits and Interest (Sum of lines 371 and 372)	0	373.00
374.00 Total Trust Account Expenditures	0	374.00
375.00 Balance of Trust Account at the end of the reporting period (Lines 370+373 - 374)	0	375.00



Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32: LTCIR Version: 44.8.172.4	
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FACILITY PATIENT DAYS BY PAYER

4.1

PATIENT (Census) DAYS		Account Number	Medicare	Medi-Cal	Self-Pay	Managed Care	Other Payers	Total (Cols. 1-5)	
			1.00	2.00	3.00	4.00	5.00	6.00	
<b>ROUTINE SERVICES</b>									
5.00	Skilled Nursing Care	3100	1,253	12,129	890	6,537	0	20,809	5.00
10.00	Intermediate Care	3200	0	0	0	0	0	0	10.00
15.00	Mentally Disordered Care	3300	0	0	0	0	0	0	15.00
20.00	Developmentally Disabled Care	3400	0	0	0	0	0	0	20.00
25.00	Sub-Acute Care	3500	0	0	0	0	0	0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0	0	0	0	0	0	30.00
35.00	Transitional Inpatient Care	3700	0	0	0	0	0	0	35.00
40.00	Hospice Inpatient Care	3800	0	0	0	0	0	0	40.00
45.00	Other Routine Services	3900	0	0	0	0	0	0	45.00
70.00	Subtotal (Lines 5 through 45)		1,253	12,129	890	6,537	0	20,809	70.00

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANITA

Report Period  
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FACILITY REVENUE INFORMATION

GROSS REVENUE		Account Number	Medicare		Medi-Cal		Self-Pay		Managed Care	
			Inpatient 04	Outpatient 44	Inpatient 05	Outpatient 45	Inpatient 00	Outpatient 40	Inpatient 30	Outpatient 41
			1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care	3100	503,706		5,390,725		330,795		3,412,110	5.00
10.00	Intermediate Care	3200	0		0		0		0	10.00
15.00	Mentally Disordered Care	3300	0		0		0		0	15.00
20.00	Developmentally Disabled Care	3400	0		0		0		0	20.00
25.00	Sub-Acute Care	3500	0		0		0		0	25.00
30.00	Sub-Acute Care-Pediatric	3600	0		0		0		0	30.00
35.00	Transitional Inpatient Care	3700	0		0		0		0	35.00
40.00	Hospice Inpatient Care	3800	0		0		0		0	40.00
45.00	Other Routine Services	3900	0		0		0		0	45.00
70.00	Subtotal (Lines 5 through 45)		503,706		5,390,725		330,795		3,412,110	70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies	4100	935	0	25,877	0	3,862	0	67,424	105.00
110.00	Specialized Support Staff	4150	0	0	0	0	0	0	0	110.00
115.00	Physical Therapy	4200	118,855	0	0	0	128	0	435,201	115.00
120.00	Respiratory Therapy	4250	0	0	0	0	0	0	0	120.00
125.00	Occupational Therapy	4250	114,463	0	0	0	390	0	456,274	125.00
130.00	Speech Therapy	4250	16,187	0	0	0	73	0	60,673	130.00
135.00	Pharmacy	4300	126,500	0	0	0	0	0	447,521	135.00
140.00	Laboratory	4400	31,090	0	0	0	0	0	163,250	140.00
145.00	Home Health Services	4800	0	0	0	0	0	0	0	145.00
155.00	Other Ancillary Services	4900	28,689	0	10,496	0	1,373	0	239,883	155.00
170.00	Subtotal (Lines 105 through 155)		434,769	0	36,373	0	5,726	0	2,072,233	170.00
175.00	Total (Lines 70 and 170)		938,475	0	5,427,098	0	336,521	0	5,484,343	175.00
			Other Payers		Total					
GROSS REVENUE			Inpatient 09	Outpatient 40	Inpatient (excl. 1,2,5,7,9)	Outpatient (excl. 2,4,6,8,10)				
			9.00	10.00	11.00	12.00				
<b>ROUTINE SERVICES</b>										
5.00	Skilled Nursing Care		0		9,637,336					5.00
10.00	Intermediate Care		0		0					10.00
15.00	Mentally Disordered Care		0		0					15.00
20.00	Developmentally Disabled Care		0		0					20.00
25.00	Sub-Acute Care		0		0					25.00
30.00	Sub-Acute Care-Pediatric		0		0					30.00
35.00	Transitional Inpatient Care		0		0					35.00
40.00	Hospice Inpatient Care		0		0					40.00
45.00	Other Routine Services		0		0					45.00
70.00	Subtotal (Lines 5 through 45)		0		9,637,336					70.00
<b>ANCILLARY SERVICES</b>										
105.00	Patient Supplies		0	0	98,318	0				105.00
110.00	Specialized Support Staff		0	0	0	0				110.00
115.00	Physical Therapy		0	0	582,214	0				115.00
120.00	Respiratory Therapy		0	0	0	0				120.00
125.00	Occupational Therapy		0	0	571,127	0				125.00
130.00	Speech Therapy		0	0	76,938	0				130.00
135.00	Pharmacy		0	0	774,021	0				135.00
140.00	Laboratory		0	0	196,340	0				140.00
145.00	Home Health Services		0	0	0	0				145.00
155.00	Other Ancillary Services		0	0	280,346	0				155.00
170.00	Subtotal (Lines 105 through 155)		0	0	2,549,101	0				170.00
175.00	Total (Lines 70 and 170)		0	0	12,186,437	0				175.00
DEDUCTIONS FROM REVENUE		Account Number	Amount							
			1.00							
205.00	Charity Adjustments	5100	0		205.00					
210.00	Administrative Adjustments	5200	893		210.00					



Facility D.B.A. Name:  
 ESKATON CARE CENTER MANZANTA

Report Period  
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FACILITY REVENUE INFORMATION

4.2

	DEDUCTIONS FROM REVENUE	Account Number	Amount	
			1.00	
215.00	Contractual Adjustments - Medicare	5310	-869,750	215.00
220.00	Contractual Adjustments - Medi-Cal	5320	1,131,122	220.00
222.00	Contractual Adjustments - Managed Care	5330	948,424	222.00
225.00	Contractual Adjustments - Other	5340	0	225.00
230.00	Other Deductions from Revenue	5400	0	230.00
240.00	Total (Lines 205 through 230)		1,210,696	240.00

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANTA

Report Period  
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## OTHER CENSUS AND REVENUE INFORMATION

4.3

OTHER CENSUS INFORMATION		Number	
		1.00	
<b>Licensed Beds:</b>			
5.00	End of Period	99	5.00
10.00	Average (Monthly average)	99	10.00
<b>Available Beds:</b>			
20.00	End of Period	99	20.00
25.00	Average (Monthly average)	99	25.00
40.00	Admissions (Excluding transfers)	535	40.00
45.00	Discharges (Excluding transfers)	448	45.00
60.00	Occupancy Rate (Page 4.1, line 70, column 6 / (Last 10 X days in reporting period) X 100)	87.43	60.00
PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS		Total	Medi-Cal
		1.00	2.00
100.00	Sub-Acute Care (Ventilator-Dependent)	0	0 100.00
115.00	Other Sub-Acute Care	0	0 115.00
120.00	Total Sub-Acute Care Patient Days (Sum of lines 100 and 115)	0	0 120.00
130.00	Sub-Acute Care - Pediatric (Ventilator-Dependent)	0	0 130.00
145.00	Other Sub-Acute Care - Pediatric	0	0 145.00
150.00	Total Sub-Acute Care - Pediatric Patient (Census) Days (Sum of lines 130 and 145)	0	0 150.00
165.00	Transitional Inpatient Care - Medical	0	0 165.00
170.00	Transitional Inpatient Care - Rehabilitation	0	0 170.00
175.00	Total Transitional Inpatient Care Patient (Census) Days (Sum of lines 160 and 165)	0	0 175.00
RECAP OF MEDICAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY		Amount	
		1.00	
<b>FOR MEDI-CAL PROVIDERS, ONLY</b>			
200.00	Total Billed Charges - Medi-Cal (Net of Contractual Adjustments)	0	200.00
205.00	Less: Patient Liability	0	205.00
210.00	Less: Third Party and Other Liability	0	210.00
215.00	Less: Noncovered Charges	0	215.00
240.00	Less: Other	0	240.00
250.00	Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	0	250.00



Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: MCRIF32 Version: 44.8.172.4	7/16/2021 3:11 pm LTCIR
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BALANCE SHEET - GENERAL FUND Medi-Cal Adjustments and Reclassifications Worksheet (Medi-Cal Proprietary Facilities, Only)

ASSETS		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT ASSETS</b>							
5.00	Cash	1000	2,718	718	0	2,718	0
10.00	Marketable securities - at cost	1010	0	0	0	0	0
15.00	Assets whose use is limited - required for current liabilities (must agree with line 85)		0	0	0	0	0
20.00	Accounts and notes receivable	1020	1,152,349	1,897,277	0	1,152,349	0
25.00	Less estimated allowances for uncollectibles and contractual adjustments	1040	-38,897	-118,998	0	-38,897	0
30.00	Receivables from third party payors for contract settlement	1090	0	0	0	0	0
35.00	Pledges and other receivables	1060	0	0	0	0	0
40.00	Due from restricted funds	1070	0	0	0	0	0
45.00	Inventories - at lower of cost or market	1080	16,825	9,577	0	16,825	0
50.00	Receivables from related parties, current	1099	0	0	0	0	0
55.00	Prepaid expenses and other current assets	1100	26,382	113,838	0	26,382	0
60.00	<b>TOTAL CURRENT ASSETS (Sum of lines 5 through 55)</b>		<b>1,174,617</b>	<b>1,762,754</b>	<b>0</b>	<b>1,174,617</b>	<b>0</b>
<b>ASSETS WHOSE USE IS LIMITED</b>							
65.00	Cash	1100	0	0	0	0	0
70.00	Marketable securities	1170	0	0	0	0	0
75.00	Other assets	1180	0	0	0	0	0
80.00	<b>TOTAL ASSETS WHOSE USE IS LIMITED (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
85.00	Less assets whose use is limited and that are required for current liabilities		0	0	0	0	0
90.00	<b>TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 80 less line 85)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROPERTY, PLANT, AND EQUIPMENT</b>							
95.00	Land	1200	110,052	110,052	0	110,052	0
100.00	Land improvements	1210	332,360	332,360	0	332,360	0
105.00	Buildings and improvements	1230	1,422,214	1,422,214	0	1,422,214	0
110.00	Less accumulated depreciation - buildings and improvements, land improvements	1270	-1,808,135	-1,588,477	0	-1,808,135	0
115.00	Leasehold improvements	1230	3,084,106	2,919,842	0	3,084,106	0
120.00	Less accumulated depreciation - leasehold improvements	1280	-2,497,582	-2,308,653	0	-2,497,582	0
125.00	Equipment	1240	1,920,899	1,888,032	0	1,920,899	0
130.00	Less accumulated depreciation - equipment	1290	-1,572,088	-1,568,739	0	-1,572,088	0
135.00	<b>NET PROPERTY, PLANT, AND EQUIPMENT (Sum of lines 95 through 130)</b>		<b>1,287,826</b>	<b>1,268,581</b>	<b>0</b>	<b>1,287,826</b>	<b>0</b>
140.00	Construction-in-progress	1250	16,489	44,221	0	16,489	0
<b>INVESTMENTS AND OTHER ASSETS</b>							
145.00	Investments in property, plant, and equipment	1310	0	0	0	0	0
150.00	Less accumulated depreciation - investments in property, plant, and equipment	1320	0	0	0	0	0
155.00	Other investments - at cost	1330	11	11	0	11	0
160.00	Receivables from related parties, noncurrent	1340	0	0	0	0	0
165.00	Deposits and other assets	1350	0	0	0	0	0
170.00	<b>TOTAL INVESTMENTS AND OTHER ASSETS (Sum of lines 149 through 165)</b>		<b>11</b>	<b>11</b>	<b>0</b>	<b>11</b>	<b>0</b>
<b>INTANGIBLE ASSETS</b>							
175.00	Goodwill	1360	0	0	0	0	0
180.00	Unamortized loan costs	1370	0	0	0	0	0
185.00	Organizational costs	1380	0	0	0	0	0
190.00	Other intangible assets	1390	0	0	0	0	0
195.00	<b>TOTAL INTANGIBLE ASSETS (Sum of lines 175 through 190)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
200.00	<b>TOTAL ASSETS (Sum of lines 60, 90, 135, 140, 170, and 195) (must agree with Page 5.2, line 185)</b>		<b>2,478,943</b>	<b>3,015,567</b>	<b>0</b>	<b>2,478,943</b>	<b>0</b>
* From Page 5.4							
** Combine Columns 1 and 3							
<b>OTHER INFORMATION</b>							
205.00	Current market value - current asset marketable securities (Line 10)		0	0			205.00
210.00	Current market value - other investments (Line 155)		11	11			210.00
215.00	Cost to complete construction in progress (Line 140)		16,489	44,221			215.00



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BALANCE SHEET - GENERAL FUND

5.2

LIABILITIES AND EQUITY		Account Number	Current Reporting Period	Prior Reporting Period	Adjustments and Reclassifications **	Adjusted Balance Current Period **	Adjusted Balance Prior Period
			1.00	2.00	3.00	4.00	5.00
<b>CURRENT LIABILITIES</b>							
5.00	Notes and loans payable	2000	0	0	0	0	5.00
10.00	Accounts payable	2010	187,712	295,308	0	187,712	10.00
15.00	Accrued compensation and related liabilities	2020	339,437	313,311	0	339,437	15.00
20.00	Other accrued liabilities	2030	0	0	0	0	20.00
25.00	Advances from third party payors	2040	0	0	0	0	25.00
30.00	Payable to third party payors for contract settlement	2050	0	0	0	0	30.00
35.00	Due to restricted funds	2060	0	0	0	0	35.00
40.00	Income taxes payable	2070	0	0	0	0	40.00
45.00	Payables to related parties, current	2080	0	0	0	0	45.00
50.00	Current maturities of long term debt (Must agree with line 125)		65,625	624,562	0	65,625	50.00
55.00	Other current liabilities	2090	0	0	0	0	55.00
60.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 5 through 55)</b>		<b>592,774</b>	<b>1,233,241</b>	<b>0</b>	<b>592,774</b>	<b>60.00</b>
<b>DEFERRED CREDITS</b>							
65.00	Deferred income taxes	2110	0	0	0	0	65.00
70.00	Deferred third-party income	2120	0	0	0	0	70.00
75.00	Other deferred credits	2130	0	0	0	0	75.00
80.00	<b>TOTAL DEFERRED CREDITS (Sum of lines 65 through 75)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80.00</b>
<b>LONG-TERM DEBT</b>							
85.00	Mortgages payable	2210	0	0	0	0	85.00
90.00	Construction loans	2220	0	0	0	0	90.00
95.00	Notes under revolving credit	2230	0	0	0	0	95.00
100.00	Capitalized lease obligations	2240	0	0	0	0	100.00
105.00	Bonds payable	2250	499,007	626,177	0	499,007	105.00
110.00	Payable to related parties, noncurrent	2260	0	0	0	0	110.00
115.00	Other noncurrent liabilities	2270	0	0	0	0	115.00
120.00	(Sum of li. 85 thru 115)(Must include current maturities)		<b>499,007</b>	<b>626,177</b>	<b>0</b>	<b>499,007</b>	<b>120.00</b>
125.00	Less amount shown as current maturities (Must agree with line 50)		<b>-85,625</b>	<b>-824,562</b>	<b>0</b>	<b>-85,625</b>	<b>125.00</b>
130.00	<b>NET LONG-TERM DEBT (Line 120 minus 125)</b>		<b>433,382</b>	<b>1,615</b>	<b>0</b>	<b>433,382</b>	<b>130.00</b>
135.00	<b>TOTAL LIABILITIES (Sum of lines 60, 80, and 130)</b>		<b>1,026,156</b>	<b>1,234,856</b>	<b>0</b>	<b>1,026,156</b>	<b>135.00</b>
<b>FUND EQUITY (not-for-profit)</b>							
140.00	General fund balance	2410 & 2430	1,452,787	1,780,711	0	1,452,787	140.00
145.00	Divisional fund balance	2460	0	0	0	0	145.00
<b>EQUITY (investor-owned)</b>							
150.00	Preferred stock	2410	0	0	0	0	150.00
155.00	Common stock	2420	0	0	0	0	155.00
160.00	Additional paid-in capital	2430	0	0	0	0	160.00
165.00	Retained earnings / Capital account for partnership or sole proprietorship	2440 / 2410	0	0	0	0	165.00
170.00	Less treasury stock	2450	0	0	0	0	170.00
175.00	Divisional equity	2460	0	0	0	0	175.00
180.00	<b>TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col. 1, line 32)</b>		<b>1,452,787</b>	<b>1,780,711</b>	<b>0</b>	<b>1,452,787</b>	<b>180.00</b>
185.00	<b>TOTAL LIABILITIES AND EQUITY (Sum of lines 135 and 180) (Must agree with Page 5.1, line 200)</b>		<b>2,478,943</b>	<b>3,015,567</b>	<b>0</b>	<b>2,478,943</b>	<b>185.00</b>

\* From Page 3.4

\*\* Combine Columns 1 and 3

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SUPPLEMENTAL LONG-TERM DEBT INFORMATION

5.3

	Detail for Page 5.2 Column 1, Line No.	Date Obligation Incurred (Year Only)	Principal Amount at Date of Obligation	Due Date (*) (Year Only)	Interest Rate (%)	Unpaid Principal (**)	
	1.00	2.00	3.00	4.00	5.00	6.00	
1.00	105	1999	1,356,560	2029	5.50	499,007	1.00
2.00			0		0.00	0	2.00
3.00			0		0.00	0	3.00
4.00			0		0.00	0	4.00
5.00			0		0.00	0	5.00
6.00			0		0.00	0	6.00
7.00			0		0.00	0	7.00
8.00			0		0.00	0	8.00
9.00			0		0.00	0	9.00
10.00			0		0.00	0	10.00
11.00			0		0.00	0	11.00
12.00			0		0.00	0	12.00
13.00			0		0.00	0	13.00
14.00			0		0.00	0	14.00
15.00			0		0.00	0	15.00
16.00			0		0.00	0	16.00
17.00			0		0.00	0	17.00
18.00			0		0.00	0	18.00
19.00			0		0.00	0	19.00
20.00			0		0.00	0	20.00

(\*) If more than one due date or interest rate, list each with unpaid amount. Report interest rates to two decimal places.

(\*\*) Sum of all lines must agree with Page 5.2, column 1, line 120.

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**ADJUSTMENTS & RECLASSIFICATIONS TO BALANCE SHEET FOR COMPUTATION OF RETURN ON EQUITY CAPITAL**

5.4

	DESCRIPTION	Page 5.1 = A Page 5.2 = L	PAGE 5.1/5.2 LINE NO.	AMOUNT INCREASE (DECREASE)	EXPLANATION OF ADJUSTMENT	NAME OF RELATED PARTY, if applicable (*)	
	1.00	1.01	2.00	3.00	4.00	5.00	
1.00				0			1.00
2.00				0			2.00
3.00				0			3.00
4.00				0			4.00
5.00				0			5.00
6.00				0			6.00
7.00				0			7.00
8.00				0			8.00
9.00				0			9.00
10.00				0			10.00
11.00				0			11.00
12.00				0			12.00
13.00				0			13.00
14.00				0			14.00
15.00				0			15.00
16.00				0			16.00
17.00				0			17.00
18.00				0			18.00
19.00				0			19.00
20.00				0			20.00
21.00				0			21.00
22.00				0			22.00
23.00				0			23.00
24.00				0			24.00
25.00				0			25.00
26.00				0			26.00
27.00				0			27.00
28.00				0			28.00
29.00				0			29.00
30.00				0			30.00
50.00	Total (Combine Lines 1 through 30)			0			50.00

(\*) Disclosure must also be complete on Page 10.4, as applicable.



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## STATEMENT OF CHANGES IN EQUITY

7

	GENERAL FUND	EXTERNALLY RESTRICTED FUNDS			
		Total Equity	Plant Replacement and Expansion	Specific Purposes (A)	Endowment
		1.00	2.00	3.00	4.00
1.00	BALANCE AT BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	1,760,711	0	0	0
2.00	Prior period audit adjustments	0	0	0	0
3.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
4.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
5.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
6.00	RESTATEMENTS (DESCRIBE)	0	0	0	0
7.00	RESTATED BEGINNING BALANCE* (Combine lines 1 through 6)	1,760,711	0	0	0
<b>Additions (deductions):</b>					
8.00	Net income (loss)	-258,013			8.00
9.00	Capital contributions	0			9.00
10.00	Proceeds from sale of stock	0			10.00
11.00	Owners' share	0			11.00
12.00	Restricted contributions and grants		0	0	12.00
13.00	Restricted investment income		0	0	13.00
14.00	Expenditures for specific purposes		0	0	14.00
15.00	Dividends declared	0			15.00
16.00	Depreciated property, plant, and equipment	0	0	0	16.00
17.00	Acquisitions of pooled companies	0			17.00
18.00	Stock options exercised	0			18.00
19.00	Related party transfers	0			19.00
20.00	Unrealized losses on Marketable Equity Securities	0	0	0	20.00
21.00	INTERCOMPANY	2,210,091	0	0	21.00
22.00	OTHER (DESCRIBE)	0	0	0	22.00
23.00	TOTAL ADDITIONS (DEDUCTIONS) (Combine lines 8 through 22)	-327,924	0	0	23.00
<b>Transfers:</b>					
25.00	Property and equipment additions	0	0	0	25.00
26.00	Principal payments on long-term debt	0	0	0	26.00
27.00	OTHER (DESCRIBE)	0	0	0	27.00
28.00	OTHER (DESCRIBE)	0	0	0	28.00
29.00	OTHER (DESCRIBE)	0	0	0	29.00
30.00	OTHER (DESCRIBE)	0	0	0	30.00
31.00	TOTAL TRANSFERS (Combine lines 25 through 30)	0	0	0	31.00
32.00	BALANCE AT END OF YEAR** (Combine lines 7, 23, and 31)	1,432,787	0	0	32.00

\* Column 1, line 7 must agree with Page 5.2, column 2, line 180.

Column 2, line 7 must be equal to Page 6, column 4, line 45.

Column 3, line 7 must agree with Page 6, column 4, line 145.

Column 4, line 7 must agree with Page 6, column 4, line 243.


\*\* Column 1, line 32 must agree with Page 5.2, column 1, line 180.

Column 2, line 32 must agree with Page 6, column 3, line 45.

Column 3, line 32 must agree with Page 6, column 3, line 145.

Column 4, line 32 must agree with Page 6, column 3, line 243.

(A) District Facilities - Include Bond Interest and Redemption

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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prior Period	
			100	200	
<b>HEALTH CARE REVENUES</b>					
5.00	Gross Routine Services Net Revenue	P.4.2 Col.11 Ln.70	9,637,336	11,293,651	5.00
7.00	Gross Ancillary Services Net Revenue	P.4.2 Col.11 + C.12 Ln.170	2,549,103	3,561,630	7.00
10.00	Less: Deductions from Revenue	P.4.2 Col.1 Ln.240	1,210,661	1,791,031	10.00
15.00	<b>NET PATIENT SERVICE REVENUE</b>	Line 5 + Line 7 - Line 10	<b>10,975,778</b>	<b>13,064,250</b>	<b>15.00</b>
20.00	Other Operating Rev from Health Care Operations	From P.10.2, Line 100	47,969	97,643	20.00
25.00	<b>NET OPERATING REVENUE FROM HLTH CARE OPERATIONS</b>	Lines 15 + 20	<b>11,023,747</b>	<b>13,161,893</b>	<b>25.00</b>
<b>HEALTH CARE EXPENSES - ROUTINE SERVICES</b>					
30.00	Skilled Nursing Care	6110	6,129,002	7,238,013	30.00
35.00	Intermediate Care	6120	0	0	35.00
40.00	Mentally Disabled Care	6130	0	0	40.00
45.00	Developmentally Disabled Care	6140	0	0	45.00
50.00	Sub-Acute Care	6150	0	0	50.00
51.00	Sub-Acute Care-Pediatric	6160	0	0	51.00
53.00	Transitional Input Care	6170	0	0	53.00
55.00	Hospice Inpatient Care	6180	0	0	55.00
60.00	Other Routine Services	6190	0	0	60.00
65.00	<b>Total Routine Services</b>	Lines 30 through 60	<b>6,129,002</b>	<b>7,238,013</b>	<b>65.00</b>
<b>HEALTH CARE EXPENSES - ANCILLARY SERVICES</b>					
70.00	Patient Supplies	8100	368,025	53,735	70.00
72.00	Specialized Support Staff	8150	0	0	72.00
75.00	Physical Therapy	8200	47,741	514,389	75.00
76.00	Respiratory Therapy	8220	0	0	76.00
77.00	Occupational Therapy	8250	562,243	549,248	77.00
78.00	Speech Therapy	8280	71,195	114,492	78.00
80.00	Pharmacy	8300	458,740	756,712	80.00
85.00	Laboratory	8400	108,866	110,834	85.00
90.00	Home Health Services	8500	0	0	90.00
95.00	Other Ancillary Services	8900	103,700	96,379	95.00
100.00	<b>Total Ancillary Services</b>	Lines 70 through 95	<b>1,720,669</b>	<b>2,127,789</b>	<b>100.00</b>
<b>HEALTH CARE EXPENSES - SUPPORT SERVICES</b>					
105.00	Plant Operations and Maintenance	6200	553,368	546,133	105.00
110.00	Housekeeping	6300	1,373,631	223,161	110.00
115.00	Laundry and Linen	6400	95,336	128,444	115.00
120.00	Dietary	6500	839,659	877,344	120.00
125.00	Social Services	6600	116,834	120,903	125.00
130.00	Activities	6700	169,427	149,554	130.00
135.00	Inservice Education - Nursing	6800	0	96	135.00
140.00	Administration	6900	3,235,113	2,781,801	140.00
145.00	<b>Total Support Services</b>	Lines 105 through 140	<b>6,362,968</b>	<b>4,967,436</b>	<b>145.00</b>
<b>HEALTH CARE EXPENSES - PROPERTY EXPENSES</b>					
155.00	Depreciation and Amortization	7110 through 7160	177,886	173,448	155.00
160.00	Leases and Rentals	7200	2,152	1,887	160.00
165.00	Property Taxes	7300	0	165	165.00
170.00	Property Insurance	7400	0	13,351	170.00
175.00	Interest - Property, Plant and Equipment	7500	13,961	24,863	175.00
180.00	<b>Total Property Expenses</b>	Lines 155 through 175	<b>193,999</b>	<b>213,944</b>	<b>180.00</b>
<b>HEALTH CARE EXPENSES - OTHER EXPENSES</b>					
185.00	Interest - Other	7600	0	0	185.00
190.00	Provision for Bad Debts	7700	135,781	177,000	190.00
195.00	<b>Total Other Expenses</b>	Lines 185 + 190	<b>135,781</b>	<b>177,000</b>	<b>195.00</b>
200.00	<b>TOTAL HEALTH CARE EXPENSES</b>	Sum of Lines 65, 100, 145, 180, & 195	<b>13,841,760</b>	<b>14,814,182</b>	<b>200.00</b>
205.00	<b>INCOME (LOSS) FROM HEALTH CARE OPERATIONS</b>	Line 25 less line 200	<b>-2,818,013</b>	<b>-1,652,289</b>	<b>205.00</b>
210.00	<b>NONHEALTH CARE REVENUE AND EXPENSE, NET *</b>	9100	0	0	<b>210.00</b>
215.00	<b>INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY PROVISION FOR INCOME TAXES</b>	Lines 205 + 210	<b>-2,818,013</b>	<b>-1,652,289</b>	<b>215.00</b>
220.00	Current	9200	0	0	220.00
225.00	Deferred	9200	0	0	225.00
230.00	<b>Total Income Taxes</b>	Lines 220 + 225	<b>0</b>	<b>0</b>	<b>230.00</b>



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STATEMENT OF INCOME - GENERAL FUND

	DESCRIPTION	Account No.	Current Period	Prnc Period	
			100	200	
235.00	INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 - 230	-2,838,015	-1,652,289	235.00
<b>EXTRAORDINARY ITEMS</b>					
240.00	(DESCRIBE)	9300	0	0	240.00
245.00	(DESCRIBE)	9300	0	0	245.00
250.00	Total Extraordinary Items	Lines 240 + 245	0	0	250.00
255.00	NET INCOME (LOSS)	Lines 235 - 250	-2,838,015	-1,652,289	255.00
<b>CHARITY CARE FOOTNOTE</b>					
260.00	Fee/Charge at Established Rates		0	0	260.00
265.00	Total Number of Charity Days		0	0	265.00

\* Check this box if line 210 contains Residential Revenues and Expenses.

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANTIA

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## STATEMENT OF CASH FLOWS - GENERAL FUND

9

	Current Period	Prior Period	
	1.00	2.00	
<b>Cash Flows from Operating Activities and Nonoperating Revenue :</b>			
5.00 Net Income (Loss) (Must agree with Page 5, line 255)	-2,528,013	-1,652,589	5.00
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities and nonoperating revenue :</b>			
10.00 Depreciation and amortization	0	0	10.00
15.00 Change in marketable securities	0	0	15.00
20.00 Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	449,929	-637,860	20.00
25.00 Change in receivables from third-party payors	0	0	25.00
30.00 Change in other receivables	0	0	30.00
35.00 Change in due from restricted funds	0	0	35.00
40.00 Change in inventory, prepaid expenses and other current assets	80,208	-27,759	40.00
45.00 Change in accounts payable	-107,858	92,768	45.00
50.00 Change in accrued compensation and related liabilities	29,126	-193,895	50.00
55.00 Change in other accrued liabilities	0	0	55.00
60.00 Change in advances from third-party payors	0	0	60.00
65.00 Change in payables to third-party payors	0	0	65.00
70.00 Change in due to restricted funds	0	0	70.00
75.00 Change in income taxes payable and other current liabilities	0	-31,831	75.00
80.00 Change in deferred credits	0	0	80.00
85.00 Change in related party receivables/payables (related to operating activities)	0	0	85.00
90.00 OTHER (DESCRIBE)	0	0	90.00
95.00 Total adjustments (Sum of lines 10 through 90)	418,607	-617,967	95.00
100.00 Net cash provided by (used for) operating activities (Sum of lines 5 and 95)	-2,099,406	-2,270,556	100.00
<b>Cash Flows from Investing Activities :</b>			
105.00 Change in assets whose use is limited	0	0	105.00
110.00 Purchase of property, plant, and equipment and increase in construction in progress	0	0	110.00
115.00 OTHER (DESCRIBE)	0	0	115.00
120.00 OTHER (DESCRIBE)	0	0	120.00
125.00 OTHER (DESCRIBE)	0	0	125.00
130.00 OTHER (DESCRIBE)	0	0	130.00
135.00 OTHER (DESCRIBE)	0	0	135.00
140.00 Net cash provided by (used for) investing activities (Sum of lines 105 through 135)	0	0	140.00
<b>Cash Flows from Financing Activities :</b>			
145.00 Proceeds from issuance of long-term debt	-422,876	-45,264	145.00
150.00 Principal payments on long-term debt	0	0	150.00
155.00 Proceeds from issuance of notes and loans	0	0	155.00
160.00 Principal payments on notes and loans	0	0	160.00
165.00 Dividends paid	0	0	165.00
170.00 Proceeds from issuance of common stock	0	0	170.00
175.00 INTERCOMPANY TRANSFERS	2,218,578	2,315,580	175.00
180.00 OTHER (DESCRIBE)	0	0	180.00
185.00 OTHER (DESCRIBE)	0	0	185.00
190.00 OTHER (DESCRIBE)	0	0	190.00
195.00 OTHER (DESCRIBE)	0	0	195.00
200.00 Net cash provided by (used for) financing activities (Sum of lines 145 through 195)	2,091,402	2,270,316	200.00
205.00 Net increase (decrease) in cash (Lines 100 + 140 + 200)	2,000	0	205.00
210.00 Cash at beginning of period (Column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	718	718	210.00
215.00 Cash at end of period (Lines 205 + 210) (Column 1 must agree with Page 5.1, column 1, line 5)	2,718	718	215.00



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EXPENSE TRIAL BALANCE WORKSHEET

ACCOUNT TITLE	Account No.	ALL FACILITIES				RESIDENTIAL CARE FACILITIES ONLY			Balanced To Be Apportioned [C4 - (C5 + C6)]
		Salaries and Wages (1)	Employee Benefits	Other Expenses	Total Expenses (Sum of Cx. 1, 2, 3)	Amount Directly Attributable Residential Care	Amount Directly Attributable Health Care		
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	
5.00 Plant Operations and Maintenance	6200	125,043	47,823	377,497	550,363	0	0	550,363	5.00
10.00 Housekeeping	6300	227,569	85,004	41,058	373,631	0	0	373,631	10.00
15.00 Depreciation - Bldgs. & Improv.	7110-7120			114,586	114,586	0	0	114,586	15.00
20.00 Depreciation - Leasehold Improv.	7130			0	0	0	0	0	20.00
25.00 Depreciation - Equipment	7140			63,300	63,300	0	0	63,300	25.00
30.00 Depreciation & Amortization - Other	7150-7160			0	0	0	0	0	30.00
35.00 Leases and Rentals	7200			2,152	2,152	0	0	2,152	35.00
40.00 Property Taxes	7300			0	0	0	0	0	40.00
45.00 Property Insurance	7400			0	0	0	0	0	45.00
50.00 Interest - Property, Plant & Equip.	7500			13,861	13,861	0	0	13,861	50.00
55.00 Interest - Other	7600			0	0	0	0	0	55.00
60.00 Laundry and Linen	8400	57,056	21,313	16,965	95,334	0	0	95,334	60.00
65.00 Dietary	8500	409,457	152,948	271,256	839,659	0	0	839,659	65.00
70.00 Provision for Bad Debt	7700			135,781	135,781	0	0	135,781	70.00
<b>ANCILLARY SERVICES</b>									
75.00 Patient Supplies	8100	0	0	368,025	368,025		368,025		75.00
77.00 Specialized Support Staff	8150	0	0	0	0		0		77.00
80.00 Physical Therapy	8200	0	0	47,741	47,741		47,741		80.00
81.00 Respiratory Therapy	8220	0	0	0	0		0		81.00
82.00 Occupational Therapy	8250	383,752	143,544	35,147	562,443		562,443		82.00
83.00 Speech Therapy	8280	44,008	16,438	10,749	71,195		71,195		83.00
85.00 Pharmacy	8300	0	0	438,740	438,740		438,740		85.00
90.00 Laboratory	8400	0	0	108,866	108,866		108,866		90.00
95.00 Home Health Services	8800	0	0	0	0		0		95.00
100.00 Other Ancillary Services	8900	0	0	103,700	103,700		103,700		100.00
<b>ROUTINE SERVICES</b>									
105.00 Skilled Nursing Care	6110	3,787,963	1,414,931	926,108	6,129,002		6,129,002		105.00
110.00 Intermediate Care	6120	0	0	0	0		0		110.00
115.00 Mentally Disordered Care	6130	0	0	0	0		0		115.00
120.00 Developmentally Disabled Care	6140	0	0	0	0		0		120.00
125.00 Sub-Acute Care	6150	0	0	0	0		0		125.00
126.00 Sub-Acute Care-Pediatric	6160	0	0	0	0		0		126.00
128.00 Transitional Inpatient Care	6170	0	0	0	0		0		128.00
130.00 Hospice Inpatient Care	6180	0	0	0	0		0		130.00
135.00 Other Routine Services	6190	0	0	0	0		0		135.00
140.00 Beauty and Barber **									140.00
145.00 Other Non-reimbursable***									145.00
150.00 Subtotal (Lines 5 through 145)					10,941,136	0			150.00
155.00 Social Services	6600	80,224	29,966	5,444	116,034	0	0	116,034	155.00
160.00 Activities	6700	89,580	33,461	46,385	169,427	0	0	169,427	160.00
165.00 Administration	6900	1,423,497	331,724	1,279,892	3,238,113	0	0	3,238,113	165.00
170.00 Inservice Education - Nursing	6800	0	0	0	0	0	0	0	170.00
175.00 Total (See Instructions)		6,631,151	2,476,955	4,453,684	13,561,769	0	7,849,512	5,712,248	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>									
180.00 Raw Food Costs (Included in column 3, line 65)				212,191					180.00
185.00 Worker's Compensation Insurance (Included in column 2, line 175)			564,682	0					185.00
190.00 State Unemployment Insurance (Included in column 2, line 175)			110,523	0					190.00

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.  
 \*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.  
 \*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.



Facility D.B.A. Name:  
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EXPENSE TRIAL BALANCE WORKSHEET


10.1

ACCOUNT TITLE	Account No.	RESIDENTIAL CARE FACILITIES, ONLY		ALL FACILITIES			MEDICAL PROVIDERS, ONLY			
		Appointments + Factor For Residential Case Portion*	Amounts Apportioned To residential Case (C7 * X C8)	Total Health Care Portion (C4 + (C5 + C9))	Adjustments for Other Operating Revenue (From P 10.2)	Adjusted Direct Expenses (C10 - C11)	Adjustments to Expenses for Medi-Cal (From P 10.5)	Adjusted Trial Balance for Medi-Cal (C10 + C13)		
		8.00	9.00	10.00	11.00	12.00	13.00	14.00		
5.00 Plant Operations and Maintenance	6200	0.000000	0	553,365	0	553,365	30,429	522,939	5.00	
10.00 Housekeeping	6300	0.000000	0	373,631	0	373,631	0	373,631	10.00	
15.00 Depreciation - Bldg. & Improv.	7110-7120	0.000000	0	114,586	0	114,586	0	114,586	15.00	
20.00 Depreciation - Leasehold Improv.	7130	0.000000	0	0	0	0	0	0	20.00	
25.00 Depreciation - Equipment	7140	0.000000	0	63,300	0	63,300	0	63,300	25.00	
30.00 Depreciation & Amortization - Other	7150-7160	0.000000	0	0	0	0	0	0	30.00	
35.00 Leases and Rentals	7200	0.000000	0	2,152	0	2,152	0	2,152	35.00	
40.00 Property Taxes	7300	0.000000	0	0	0	0	0	0	40.00	
45.00 Property Insurance	7400	0.000000	0	0	0	0	0	0	45.00	
50.00 Interest - Property, Plant & Equip.	7500	0.000000	0	13,861	0	13,861	0	13,861	50.00	
55.00 Interest - Other	7600	0.000000	0	0	0	0	0	0	55.00	
60.00 Laundry and Linen	8400	0.000000	0	95,336	0	95,336	0	95,336	60.00	
65.00 Dietary	8500	0.000000	0	839,689	15,082	824,607	0	824,607	65.00	
70.00 Provision for Bad Debt	7700	0.000000	0	138,781	0	138,781	-138,781	0	70.00	
<b>ANCILLARY SERVICES</b>										
75.00 Patient Supplies	8100			368,025	0	368,025	0	368,025	75.00	
77.00 Specialized Support Staff	8150			0	0	0	0	0	77.00	
80.00 Physical Therapy	8200			47,741	0	47,741	0	47,741	80.00	
81.00 Respiratory Therapy	8220			0	0	0	0	0	81.00	
82.00 Occupational Therapy	8250			562,243	0	562,243	0	562,243	82.00	
83.00 Speech Therapy	8280			71,195	0	71,195	0	71,195	83.00	
85.00 Pharmacy	8300			458,740	0	458,740	0	458,740	85.00	
90.00 Laboratory	8400			108,866	0	108,866	0	108,866	90.00	
95.00 Home Health Services	8800			0	0	0	0	0	95.00	
100.00 Other Ancillary Services	8900			103,760	0	103,760	0	103,760	100.00	
<b>ROUTINE SERVICES</b>										
105.00 Skilled Nursing Care	6110			6,129,002	13,511	6,115,491	0	6,115,491	105.00	
110.00 Intermediate Care	6120			0	0	0	0	0	110.00	
115.00 Mentally Disordered Care	6130			0	0	0	0	0	115.00	
120.00 Developmentally Disabled Care	6140			0	0	0	0	0	120.00	
125.00 Sub-Acute Care	6150			0	0	0	0	0	125.00	
126.00 Sub-Acute Care-Pediatric	6160			0	0	0	0	0	126.00	
128.00 Transitional Input Care	6170			0	0	0	0	0	128.00	
130.00 Hospice Inpatient Care	6180			0	0	0	0	0	130.00	
135.00 Other Routine Services	6190			0	0	0	0	0	135.00	
140.00 Beauty and Barber **								0	140.00	
145.00 Other Non-reimbursable***								0	145.00	
150.00 Subtotal (Lines 5 through 145)				0					150.00	
155.00 Social Services	6600	0.000000	0	136,834	0	136,834	0	136,834	155.00	
160.00 Activities	6700	0.000000	0	169,427	0	169,427	0	169,427	160.00	
165.00 Administration	6900	0.000000	0	3,235,115	17,376	3,217,737	-467,379	2,767,788	165.00	
170.00 Inservice Education - Nursing	6800	0.000000	0	0	0	0	0	0	170.00	
175.00 Total (See Instructions)				0	13,963,760	47,969	13,815,791	-635,338	12,928,222	175.00
<b>SUPPLEMENTAL EXPENSE INFORMATION</b>										
180.00 Raw Food Costs (Included in column 3, line 65)									180.00	
185.00 Worker's Compensation Insurance (Included in column 2, line 175)									185.00	
190.00 State Unemployment Insurance (Included in column 2, line 175)									190.00	

\* Column 1, lines 5 through 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2, lines 5 through 175.

\*\* Beauty and Barber must be included in Other Ancillary Services (line 100) through column 10 and then reclassified to line 140 in column 13.

\*\*\* All Other non-reimbursable expenses must be included in appropriate cost centers through column 10 and then reclassified to line 145 in column 13.

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES FOR OTHER OPERATING REVENUE OFFSET

10.2

	DESCRIPTION	Account No.	Amount *	Page 10.1 Trial Balance Line No.	
			1.00	2.00	
5.00	Vending Machine Commissions	5710	0	3	5.00
10.00	Laundry and Linen Revenue	5720	0	60	10.00
15.00	Social Services Fees	5730	0	155	15.00
20.00	Donated Supplies	5740	255	163	20.00
25.00	Telephone Revenue	5750	0	165	25.00
30.00	Transfers from Restricted Funds For Operating Expenses	5760	0	165	30.00
35.00	Nonpatient Food Sales	5770	15,082	65	35.00
40.00	Television / Radio Charges	5780	0	3	40.00
45.00	Parking Revenue	5790	0	3	45.00
50.00	Rebates and Refunds on Expenses	5800	0	65	50.00
55.00	Nonpatient Room Rentals	5810	0		55.00
60.00	Nonpatient Drug Sales	5820	0	85	60.00
65.00	Nonpatient Supplies Sales	5830	0	75	65.00
70.00	Medical Records and Abstract Sales	5840	0	165	70.00
75.00	Cash Discounts on Purchases	5850	0		75.00
80.00	Sale of Scrap and Waste	5860	0		80.00
85.00	FINANCE REVENUE	5990	17,121	165	85.00
86.00	WHEELCHAIR REVENUE	5996	15,511	105	86.00
87.00	(DESCRIBE)		0		87.00
88.00	(DESCRIBE)		0		88.00
89.00	(DESCRIBE)		0		89.00
90.00	(DESCRIBE)		0		90.00
91.00	(DESCRIBE)		0		91.00
92.00	(DESCRIBE)		0		92.00
93.00	(DESCRIBE)		0		93.00
94.00	(DESCRIBE)		0		94.00
95.00	(DESCRIBE)		0		95.00
100.00	Total (Sum lines 5 through 95) (Must agree with Page 8, line 20)		47,969		100.00

\* Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2



Facility D.B.A. Name:  
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Med-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No.	Dist *	Adj Amt Inv/(Deb)	Health Care Payable	Expiration of Adjustment	
	1.00	1.00	3.00	4.00	5.00	6.00	
5.00	Depreciation (excess of Straight Line)			0	0		5.00
10.00	Education (Nursing, etc.)			0	0		10.00
15.00	Employee and Guest Meals			0	0		15.00
20.00	Gift, Flowers and Coffee Shops			0	0		20.00
25.00	Grants, Gifts, and Donations			0	0		25.00
30.00	Inpatient Utilization Review			0	0		30.00
35.00	Interest Earned on Unrestricted Funds			0	0		35.00
40.00	Laundry and Linen Service (Non-Patient)			0	0		40.00
45.00	Nonallowable Costs Related to Certain Capital Expenditures			0	0		45.00
50.00	Parking Lot			0	0		50.00
55.00	Payments Received From Specialists			0	0		55.00
60.00	Radio and Television Service	5	A	-30,079	-30,079	TELEPHONE EXPENSE	60.00
65.00	Rebates and Refunds of Expenses			0	0		65.00
70.00	Recovery and Insured Loss			0	0		70.00
75.00	Bad Debts	70	W	-135,781	-135,781	BAD DEBITS	75.00
80.00	Rental of Space			0	0		80.00
85.00	Rental of Quarters to Employees and Others			0	0		85.00
90.00	Sale of Drugs to Other than Patients			0	0		90.00
95.00	Sale of Medical Records and Abstracts			0	0		95.00
100.00	Sale of Medical and Surgical Supplies to Other than Patients			0	0		100.00
105.00	Sale of Soap, Waste, etc.			0	0		105.00
110.00	Telephone Service			0	0		110.00
115.00	Traffic, Quantity, Time and Other Discounts on Purchases			0	0		115.00
120.00	Vending Machine Commissions			0	0		120.00
125.00	Owner Compensation Adjustment			0	0		125.00
130.00	Travel and Entertainment (Nonallowable)			0	0		130.00
135.00	Rehabilitation Depreciation and Interest **			0	0		135.00
140.00	LOBBYING DUES	165	A	-303	-303	LOBBYING DUES	140.00
141.00	PATIENT PAYMENTS	165	A	-3,778	-3,778	PAYMENTS MADE BY NON-PATIENTS	141.00
142.00	HEALTHCARE PREMIUM	165	A	-810,767	-810,767	HEALTHCARE TRUE UP	142.00
143.00	WORKER'S COMP	165	A	-172,830	-172,830	WORKS COMP TRUE UP	143.00
144.00	OTHER (SPECIFY)			0	0		144.00
145.00	OTHER (SPECIFY)			0	0		145.00
146.00	OTHER (SPECIFY)			0	0		146.00
147.00	OTHER (SPECIFY)			0	0		147.00
148.00	OTHER (SPECIFY)			0	0		148.00
149.00	OTHER (SPECIFY)			0	0		149.00
150.00	OTHER (SPECIFY)			0	0		150.00
151.00	OTHER (SPECIFY)			0	0		151.00
152.00	OTHER (SPECIFY)			0	0		152.00
153.00	OTHER (SPECIFY)			0	0		153.00
154.00	OTHER (SPECIFY)			0	0		154.00
155.00	OTHER (SPECIFY)			0	0		155.00
156.00	OTHER (SPECIFY)			0	0		156.00
157.00	OTHER (SPECIFY)			0	0		157.00
158.00	OTHER (SPECIFY)			0	0		158.00
159.00	OTHER (SPECIFY)			0	0		159.00
160.00	OTHER (SPECIFY)			0	0		160.00
161.00	OTHER (SPECIFY)			0	0		161.00
162.00	OTHER (SPECIFY)			0	0		162.00
163.00	OTHER (SPECIFY)			0	0		163.00
164.00	OTHER (SPECIFY)			0	0		164.00
165.00	OTHER (SPECIFY)			0	0		165.00
166.00	OTHER (SPECIFY)			0	0		166.00
167.00	OTHER (SPECIFY)			0	0		167.00
168.00	OTHER (SPECIFY)			0	0		168.00
169.00	OTHER (SPECIFY)			0	0		169.00

Facility D.B.A. Name:  
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ADJUSTMENTS TO TRIAL BALANCE EXPENSES (Medi-Cal Providers Only)

10.3

	DESCRIPTION	Page 10.1 Line No.	Debit *	Adj Amt Inc/(Dec)	Health Care Portion	Explanation of Adjustment	
	1.00	2.00	3.00	4.00	5.00	6.00	
170.00	OTHER (SPECIFY)			0	0		170.00
171.00	OTHER (SPECIFY)			0	0		171.00
172.00	OTHER (SPECIFY)			0	0		172.00
173.00	OTHER (SPECIFY)			0	0		173.00
174.00	OTHER (SPECIFY)			0	0		174.00
175.00	OTHER (SPECIFY)			0	0		175.00
176.00	OTHER (SPECIFY)			0	0		176.00
177.00	OTHER (SPECIFY)			0	0		177.00
178.00	OTHER (SPECIFY)			0	0		178.00
179.00	OTHER (SPECIFY)			0	0		179.00
180.00	OTHER (SPECIFY)			0	0		180.00
181.00	OTHER (SPECIFY)			0	0		181.00
182.00	OTHER (SPECIFY)			0	0		182.00
183.00	OTHER (SPECIFY)			0	0		183.00
184.00	OTHER (SPECIFY)			0	0		184.00
185.00	OTHER (SPECIFY)			0	0		185.00
<b>NON-REIMBURSABLE COST CENTERS:</b>							
190.00	Fund Raising			0	0		190.00
195.00	Research			0	0		195.00
200.00	Beauty and Barber			0	0		200.00
205.00	OTHER (SPECIFY)			0	0		205.00
206.00	OTHER (SPECIFY)			0	0		206.00
207.00	OTHER (SPECIFY)			0	0		207.00
208.00	OTHER (SPECIFY)			0	0		208.00
209.00	OTHER (SPECIFY)			0	0		209.00
210.00	OTHER (SPECIFY)			0	0		210.00
211.00	OTHER (SPECIFY)			0	0		211.00
212.00	OTHER (SPECIFY)			0	0		212.00
213.00	OTHER (SPECIFY)			0	0		213.00
220.00	TOTAL (Combine lines 005 through 213)			-1,163,636	-1,163,636		220.00

\* Base: A - Cost  
 B - Amount Received

\*\* Depreciation and interest expense related to the termination of assets due to change in ownership on or after July 18, 1994.

Facility D.B.A. Name:  
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RELATED PARTY INFORMATION

10.4(1)

If the facility had transactions with related parties during the report period, complete the following information:					
	Name of Related Party *	Street (Number and Name)	City	State	Zip Code
	1.00	2.00	3.00	4.00	5.00
1.00	ESKATON PROPERTIES INCORPORATED	5105 MANZANTIA AVE	CARMICHAEL	CA	95608
2.00					
3.00					
4.00					
5.00					
6.00					
7.00					
8.00					
9.00					
10.00					
11.00					
12.00					
13.00					
14.00					
15.00					
16.00					
17.00					
18.00					
19.00					
20.00					

\* If the related party received compensation from the facility, it must be reported on Page 10.4(3).



Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANITA

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Multi-Cal Providers, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
30.00	ESKATON PROPERTIES INCORPORATED	100	ADMINISTRATIVE SUPPORT	No	100	165	945,745	945,745	530,098	330,098	1,475,843	30.00
31.00		0			0		0	0	0	0	0	31.00
32.00		0			0		0	0	0	0	0	32.00
33.00		0			0		0	0	0	0	0	33.00
34.00		0			0		0	0	0	0	0	34.00
35.00		0			0		0	0	0	0	0	35.00
36.00		0			0		0	0	0	0	0	36.00
37.00		0			0		0	0	0	0	0	37.00
38.00		0			0		0	0	0	0	0	38.00
39.00		0			0		0	0	0	0	0	39.00
40.00		0			0		0	0	0	0	0	40.00
41.00		0			0		0	0	0	0	0	41.00
42.00		0			0		0	0	0	0	0	42.00
43.00		0			0		0	0	0	0	0	43.00
44.00		0			0		0	0	0	0	0	44.00
45.00		0			0		0	0	0	0	0	45.00
46.00		0			0		0	0	0	0	0	46.00
47.00		0			0		0	0	0	0	0	47.00
48.00		0			0		0	0	0	0	0	48.00
49.00		0			0		0	0	0	0	0	49.00
50.00		0			0		0	0	0	0	0	50.00
51.00		0			0		0	0	0	0	0	51.00
52.00		0			0		0	0	0	0	0	52.00
53.00		0			0		0	0	0	0	0	53.00
54.00		0			0		0	0	0	0	0	54.00
55.00		0			0		0	0	0	0	0	55.00
56.00		0			0		0	0	0	0	0	56.00
57.00		0			0		0	0	0	0	0	57.00
58.00		0			0		0	0	0	0	0	58.00
59.00		0			0		0	0	0	0	0	59.00
60.00		0			0		0	0	0	0	0	60.00
61.00		0			0		0	0	0	0	0	61.00
62.00		0			0		0	0	0	0	0	62.00
63.00		0			0		0	0	0	0	0	63.00
64.00		0			0		0	0	0	0	0	64.00
65.00		0			0		0	0	0	0	0	65.00
66.00		0			0		0	0	0	0	0	66.00
67.00		0			0		0	0	0	0	0	67.00
68.00		0			0		0	0	0	0	0	68.00
69.00		0			0		0	0	0	0	0	69.00
70.00		0			0		0	0	0	0	0	70.00
71.00		0			0		0	0	0	0	0	71.00
72.00		0			0		0	0	0	0	0	72.00
73.00		0			0		0	0	0	0	0	73.00
74.00		0			0		0	0	0	0	0	74.00
75.00		0			0		0	0	0	0	0	75.00
76.00		0			0		0	0	0	0	0	76.00
77.00		0			0		0	0	0	0	0	77.00
78.00		0			0		0	0	0	0	0	78.00
79.00		0			0		0	0	0	0	0	79.00
80.00		0			0		0	0	0	0	0	80.00
81.00		0			0		0	0	0	0	0	81.00
82.00		0			0		0	0	0	0	0	82.00

Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANTA

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ADJUSTMENTS TO TRIAL BALANCE EXPENSES AND RELATED PARTY TRANSACTIONS

10.4(2)

	Name of Related Party (Individual or Entity) (*)	# of Ind. Providing Goods/Services	Description of Goods/Services Received	Also Provides Goods/Services to Non-Related Parties		Page 10.1 Line No.	Transaction Amount	Healthcare Portion of Transaction	Medi-Cal Provider, Only			
				Yes/No	%				Amount of Adjustment	Healthcare Portion of Adjustment	Amount Claimed	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	
83.00		0			0		0	0	0	0	0	83.00
84.00		0			0		0	0	0	0	0	84.00
85.00		0			0		0	0	0	0	0	85.00
86.00		0			0		0	0	0	0	0	86.00
87.00		0			0		0	0	0	0	0	87.00
88.00		0			0		0	0	0	0	0	88.00
89.00		0			0		0	0	0	0	0	89.00
90.00		0			0		0	0	0	0	0	90.00
91.00		0			0		0	0	0	0	0	91.00
92.00		0			0		0	0	0	0	0	92.00
93.00		0			0		0	0	0	0	0	93.00
94.00		0			0		0	0	0	0	0	94.00
95.00		0			0		0	0	0	0	0	95.00
96.00		0			0		0	0	0	0	0	96.00
97.00		0			0		0	0	0	0	0	97.00
98.00		0			0		0	0	0	0	0	98.00
99.00		0			0		0	0	0	0	0	99.00
100.00	<b>TOTAL ADJUSTMENTS</b>						945,745	945,745	530,098	530,098	1,475,843	100.00

\* Disclosure must also be complete on Pages 10.4 and 10.4(2), as applicable.



Facility D.B.A. Name:  
ESKATON CARE CENTER MANZANTA

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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY


(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Expenses from Page 10.1, Column 14	Plant Operations and Maintenance through Interest - Other		Laundry and Linen		Dietary		
		BASIS* Square Feet	Amount	BASIS* Clean, Dry Pounds	Amount	BASIS* Number of Patient Meals	Amount	
	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
5.00 General Service Costs	3,078,710		1,090,469		95,336		839,659	5.00
<b>ANCILLARY SERVICE COST CENTERS</b>								
10.00 Patient Supplies	368,025	284	22,062	0	0			10.00
12.00 Specialized Support Staff	0	0	0	0	0			12.00
15.00 Physical Therapy	47,741	586	48,970	0	0			15.00
16.00 Respiratory Therapy	0	0	0	0	0			16.00
17.00 Occupational Therapy	562,243	240	20,056	0	0			17.00
18.00 Speech Therapy	71,195	240	20,058	0	0			18.00
20.00 Pharmacy	458,740	60	3,014	0	0			20.00
25.00 Laboratory	108,866	0	0	0	0			25.00
30.00 Home Health Services	0	0	0	0	0	0	0	30.00
35.00 Other Ancillary Services	103,700	36	2,507	0	0			35.00
<b>ROUTINE SERVICE COST CENTERS</b>								
40.00 Skilled Nursing Care	6,129,002	11,479	959,289	52,023	95,336	62,427	839,659	40.00
45.00 Intermediate Care	0	0	0	0	0	0	0	45.00
50.00 Mentally Disordered Care	0	0	0	0	0	0	0	50.00
55.00 Developmentally Disabled Care	0	0	0	0	0	0	0	55.00
60.00 Sub-Acute Care	0	0	0	0	0	0	0	60.00
61.00 Sub-Acute Care-Pediatric	0	0	0	0	0	0	0	61.00
63.00 Transitional Inpatient Care	0	0	0	0	0	0	0	63.00
65.00 Hospice Inpatient Care	0	0	0	0	0	0	0	65.00
70.00 Other Routine Services	0	0	0	0	0	0	0	70.00
<b>NONREIMBURSABLE COSTS</b>								
75.00 Beauty and Barber	0	150	12,535	0	0	0	0	75.00
80.00 Other Nonreimbursable	0	0	0	0	0	0	0	80.00
85.00 TOTAL UNITS (Sum of lines 10 through 80)		13,849		82,023		62,427		85.00
90.00 UNIT COST MULTIPLIER**		83,567,247		1,832,574		13,450,254		90.00
95.00 TOTAL COSTS (See instructions)	7,849,532		1,090,469		95,336		839,659	95.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers in columns 2 and 4.  
\*\* Unit Cost Multiplier must be calculated to six decimal places.

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
	BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Cs. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
	8.00	9.00	10.00	11.00	12.00	
5.00 General Service Costs		285,461		2,767,785		5.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
10.00 Patient Supplies			390,087	106,263	496,350	10.00
12.00 Specialized Support Staff			0	0	0	12.00
15.00 Physical Therapy			96,711	26,345	123,056	15.00
16.00 Respiratory Therapy			0	0	0	16.00
17.00 Occupational Therapy			562,299	158,623	740,922	17.00
18.00 Speech Therapy			91,251	24,858	116,109	18.00
20.00 Pharmacy			463,754	126,330	590,084	20.00
25.00 Laboratory			108,866	29,656	138,522	25.00
30.00 Home Health Services	0	0	0	0	0	30.00
35.00 Other Ancillary Services			106,207	23,932	130,139	35.00
<b>ROUTINE SERVICE COST CENTERS</b>						
40.00 Skilled Nursing Care	6,129,002	285,461	8,308,727	2,763,363	10,372,090	40.00
45.00 Intermediate Care	0	0	0	0	0	45.00
50.00 Mentally Disordered Care	0	0	0	0	0	50.00

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32 Version: 44.8.172.4	
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ALLOCATION OF INDIRECT COSTS TO DIRECT COST CENTERS - HEALTH CARE ONLY

(All facilities must complete columns 2, 4, and 6, lines 10 through 85. Medi-Cal providers must complete the entire page.)

	Description	Social Services, Activities, and Inservice Education - Nursing		Administration		Total Expenses All Patient Services	
		BASIS* Direct Expenses	Amount	BASIS* Admin. Costs (Cols. 1, 3, 5, 7, & 9)	Amount	Sum of Columns 10 and 11	
55.00	Developmentally Disabled Care	0	0	0	0	0	55.00
60.00	Sub-Acute Care	0	0	0	0	0	60.00
61.00	Sub-Acute Care-Pediatric	0	0	0	0	0	61.00
63.00	Transitional Inpatient Care	0	0	0	0	0	63.00
65.00	Hospice Inpatient Care	0	0	0	0	0	65.00
70.00	Other Routine Services	0	0	0	0	0	70.00
<b>NONREIMBURSABLE COSTS</b>							
75.00	Beauty and Barber			12,535	3,415	15,950	75.00
80.00	Other Nonreimbursable			0	0	0	80.00
85.00	TOTAL UNFIS (Sum of lines 10 through 80)	6,129,002		10,380,437			85.00
90.00	UNIT COST MULTIPLIER**	0.046575		0.272408			90.00
95.00	TOTAL COSTS (See instructions)		285,461		2,767,788	12,928,222	95.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers at columns 2 and 4.


\*\* Unit Cost Multiplier must be calculated to six decimal places.

	Computation of Average Cost Per Day	Skilled Nursing	Intermediate Care	Mentally Disabled	Developmentally Disabled	Sub-Acute Care	Sub-Acute Care Pediatric	Transitional Inpatient Care	Hospice Inpatient Care	Other Routine Services	
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	
100.00	Cost of Routine Services (Col. 12 above, Ls. 40 through 70)	10,572,090	0	0	0	0	0	0	0	0	100.00
105.00	Total Patient (Center) Days of Services (P. 4.1, Col 6)	20,809	0	0	0	0	0	0	0	0	105.00
110.00	Average Cost Per Day (Line 100 / Line 105)	508.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00

\* Actual amount or cost required, percentages are not acceptable. Allocation statistics must be provided for Ancillary Services Cost Centers at columns 2 and 4.

\*\* Unit Cost Multiplier must be calculated to six decimal places.




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LABOR REPORT

12.1

SALARIES AND WAGES		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
<b>NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:</b>				
5.00	Supervisors and Management	1,874	113,611	60.62
10.00	Geriatric Nurse Practitioners	0	0	0.00
25.00	Registered Nurses	27,547	934,669	33.93
30.00	Licensed Vocational Nurses	54,268	1,425,837	26.27
35.00	Nurse Assistants (Aides and Orderlies)	91,511	1,186,315	12.75
40.00	Technicians and Specialists	0	0	0.00
45.00	Psychiatric Technicians	0	0	0.00
60.00	Other Salaries and Wages	4,412	147,531	33.44
65.00	Subtotal (Sum of lines 5 through 60)	179,612	3,787,963	21.69
<b>SUB-ACUTE CARE NURSING SERVICES - ONLY:</b>				
70.00	Supervisors and Management	0	0	0.00
75.00	Geriatric Nurse Practitioners	0	0	0.00
80.00	Registered Nurses	0	0	0.00
95.00	Licensed Vocational Nurses	0	0	0.00
100.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
105.00	Technicians and Specialists	0	0	0.00
110.00	Psychiatric Technicians	0	0	0.00
125.00	Other Salaries and Wages	0	0	0.00
130.00	Subtotal (Sum of lines 70 through 125)	0	0	0.00
<b>SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:</b>				
140.00	Supervisors and Management	0	0	0.00
145.00	Geriatric Nurse Practitioners	0	0	0.00
150.00	Registered Nurses	0	0	0.00
155.00	Licensed Vocational Nurses	0	0	0.00
160.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
165.00	Technicians and Specialists	0	0	0.00
170.00	Psychiatric Technicians	0	0	0.00
175.00	Other Salaries and Wages	0	0	0.00
180.00	Subtotal (Sum of lines 140 through 175)	0	0	0.00
<b>TRANSITIONAL INPATIENT CARE - ONLY:</b>				
190.00	Supervisors and Management	0	0	0.00
191.00	Geriatric Nurse Practitioners	0	0	0.00
192.00	Registered Nurses	0	0	0.00
193.00	Licensed Vocational Nurses	0	0	0.00
194.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
195.00	Technicians and Specialists	0	0	0.00
196.00	Psychiatric Technicians	0	0	0.00
198.00	Other Salaries and Wages	0	0	0.00
199.00	Subtotal (Sum of lines 190 through 198)	0	0	0.00
<b>ANCILLARY SERVICES:</b>				
200.00	Supervisors and Management	0	0	0.00
205.00	Registered Nurses	0	0	0.00
210.00	Licensed Vocational Nurses	0	0	0.00
215.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
220.00	Technicians and Specialists	8,555	427,760	50.00
225.00	Other Salaries and Wages	0	0	0.00
230.00	Subtotal (Sum of lines 200 through 225)	8,555	427,760	50.00

Facility D.B.A. Name: ESKATON CARE CENTER MANZANTTA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32 LTCIR Version: 44.8.172.4	
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LABOR REPORT

12.1

	SALARIES AND WAGES	Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)	
		1.00	2.00	3.00	
<b>SUPPORT SERVICES:</b>					
250.00	Plant Operations and Maintenance	4,166	128,043	30.97	250.00
255.00	Housekeeping	14,080	227,569	15.18	255.00
260.00	Laundry and Linen	3,811	57,058	14.97	260.00
265.00	Dietary	23,399	409,457	17.50	265.00
270.00	Social Services	3,868	80,224	20.74	270.00
275.00	Activities	3,895	89,580	23.00	275.00
280.00	Inter-service Education - Nursing	0	0	0.00	280.00
285.00	Administration	65,009	1,423,497	20.95	285.00
290.00	Subtotal (Sum of lines 250 through 285)	124,077	2,415,428	19.47	290.00
300.00	TOTAL (Sum of lines 65, 130, 180, 199, 230, and 290)	312,244	6,631,151	21.24	300.00


\* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off  
Report to the nearest whole hour.

\*\* For all facilities:  
Column 2, line 65 must agree with the sum of Page 10.1, column 1, lines 105, 110, 115, 120, 130 and 135  
Line 130 must agree with Page 10.1, column 1, line 125. Line 180 must agree with Page 10.1, column 1, line 126. Line 199 must agree with Page 10.1, column 1, line 128.  
Line 230 must agree with Page 10.1, column 1, lines 75 through 100.  
Report to the nearest whole dollar.

For non-residential care facilities: Lines 250 through 290 must agree with appropriate lines on Page 10.1, column 1.

For residential care facilities: Report only productive hours, salaries, and wages related to health care on lines 250 through 290 of this page. If Page 10.1, columns 3 through 9 are used to determine expenses related to health care, use the same method to determine productive hours, salaries, and wages related to health care for this page.



Facility D.B.A. Name: ESKATON CARE CENTER MANZANTIA	Report Period End: 12/31/2020	Run Date Time: 7/16/2021 3:11 pm MCRIF32 Version: 44.8.172.4	
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LABOR REPORT

SUPPLEMENTAL LABOR INFORMATION		Productive Hours*	Productive** Salaries and Wages	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
310.00	Social Workers (report line and include on line 270)	2,830	80,224	28.35
315.00	Activity Program Leaders (report line and include on line 275)	1,844	42,407	23.00
TEMPORARY STAFFING AGENCY SERVICES		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00

**NURSING SERVICES - EXCLUDE SUB-ACUTE CARE, PEDIATRIC AND TRANSITIONAL INPATIENT CARE:**

405.00	Geriatric Nurse Practitioners	0	0	0.00
410.00	Registered Nurses	0	0	0.00
415.00	Licensed Vocational Nurses	0	0	0.00
420.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
425.00	Psychiatric Technicians	0	0	0.00
430.00	Other Salaries and Wages	0	0	0.00
435.00	Subtotal (Sum of lines 405 through 430)	0	0	0.00

**SUB-ACUTE CARE NURSING SERVICES - ONLY:**

440.00	Geriatric Nurse Practitioners	0	0	0.00
445.00	Registered Nurses	0	0	0.00
450.00	Licensed Vocational Nurses	0	0	0.00
455.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
460.00	Psychiatric Technicians	0	0	0.00
465.00	Other Salaries and Wages	0	0	0.00
470.00	Subtotal (Sum of lines 440 through 465)	0	0	0.00

**SUB-ACUTE CARE - PEDIATRIC NURSING SERVICES - ONLY:**

475.00	Geriatric Nurse Practitioners	0	0	0.00
480.00	Registered Nurses	0	0	0.00
485.00	Licensed Vocational Nurses	0	0	0.00
490.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
495.00	Psychiatric Technicians	0	0	0.00
500.00	Other Salaries and Wages	0	0	0.00
505.00	Subtotal (Sum of lines 475 through 500)	0	0	0.00

**TRANSITIONAL INPATIENT CARE - ONLY:**

510.00	Geriatric Nurse Practitioners	0	0	0.00
515.00	Registered Nurses	0	0	0.00
520.00	Licensed Vocational Nurses	0	0	0.00
525.00	Nurse Assistants (Aides and Orderlies)	0	0	0.00
530.00	Psychiatric Technicians	0	0	0.00
535.00	Other Salaries and Wages	0	0	0.00
540.00	Subtotal (Sum of lines 510 through 535)	0	0	0.00

**SUPPLEMENTAL LABOR INFORMATION - TEMPORARY STAFFING:**

		Hours	Amount Paid	Hourly Average (Col. 2 / Col. 1)
		1.00	2.00	3.00
555.00	Social Workers (do not include on lines 430, 465, 500, or 535)	0	0	0.00
560.00	Activity Program Leaders (do not include in lines 430, 465, 500, or 535)	0	0	0.00

**LABOR TURNOVER**

	All Employees	Direct Nursing Employees*	Nurse Assistants
	1.00	2.00	3.00
605.00	Number of employees at beginning of period	0	0
610.00	Number of employees at end of period	0	0
615.00	Average number of employees (See instructions)	0	0
620.00	Total number of people employed during the period **	0	0
625.00	Turnover percentage [(line 620 / line 615) X 100] - 100	0.00	0.00
630.00	Number of employees with continuous service for entire reporting period	0	0

\* Include all employees (RNs, LVNs, Nurse Assistants, technicians, specialists and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do include supervisors whose duties include some provision of nursing care.

\*\* Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605) - line 630 + line 610. This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended. Therefore, in most cases, line 620 should be greater than this calculation.

**SECTION 999.5(d)(5)(C)**

**12) Medicare Cost Report data for Fair Oaks dated  
December 31, 2021**



ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Form Approved  
 OMB No. 0938-0463  
 Approval Expires 12-31-2021

Worksheet S Tuesday, May 31, 2022 at 9:33:41 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex Cost Report Certification and Settlement Summary

PART I - COST REPORT STATUS

- Provider 1.  Electronically prepared cost report;  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_
- use only 2.  Manually prepared cost report
3.  If this is an amended report enter the number of times the provider resubmitted this cost report
- 3.01  No Medicare Utilization. Enter "Y" for yes or leave blank for no.
- Contractor 4.  Cost Report Status 6. Contractor No. \_\_\_\_\_
- use only [1] As Submitted 7.  First Cost Report Processed by Contractor
- [2] Settled without audit 8.  Last Cost Report Processed by Contractor
- [3] Settled with audit 9.  NPR Date: \_\_\_\_\_
- [4] Reopened 10.  If line 4, column 1 is "4": Enter number of times reopened: \_\_\_\_
- [5] Amended 11. Contractor Vendor Code \_\_\_\_\_
5. Date Received \_\_\_\_\_ 12.  Medicare Utilization. Enter "F" for full, "L" for low, or "N" for none

PART II - CERTIFICATION OF CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS COST REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by Eskaton Care Center Fair Oaks (55-5153) for the cost report period beginning January 1, 2021 and ending December 31, 2021, and that to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

	SIGNATURE OF CHIEF FINANCIAL OFFICER OF ADMINISTRATOR	CHECKBOX
	1	2
1	_____	<input type="checkbox"/>
2	Printed name _____	
3	Title _____	
4	Signature date _____	

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

PART III - SETTLEMENT SUMMARY

CMS #	Title XVIII	Title XVIII			
		Title V	A	B	Title XIX
		1	2	3	4
1	SNF	0	0	0	0
100	Total	0	0	0	0

ECR Encryption Information: \_\_\_\_\_

PI Encryption Information: \_\_\_\_\_

According to the Paperwork reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0463. The time required to complete this information collection is estimated to average 202 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part I Tuesday, May 31, 2022 at 9:33:41 AM

Skilled Nursing Facility and Skilled Nursing Facility Complex Identification Data

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY COMPLEX ADDRESS:

CMS #  
 1 Street / P.O. Box: 11300 FAIR OAKS BOULEVARD  
 2 City / State / Zip: FAIR OAKS CA 95628  
 3 County / CBSA Code / Urban/Rural: SACRAMENTO 40900 Urban

SNF AND SNF-BASED COMPONENT IDENTIFICATION

CMS #	COMPONENT	COMPONENT NAME	PROVIDER	DATE CERTIFIED	Payment System		
					P.	O.	N.
4	SNF	Eskaton Care Center Fair Oaks	55-5153	01/23/1983	N	P	N
5	Nursing Facility	Eskaton Care Center Fair Oaks	55-5153	01/23/1983	N		N
11	SNF-Based OLT						
13	Other						
14	Cost Reporting Period (mm/dd/yyyy)	01/01/2021	12/31/2021				
15	Type of Control (See Instructions)		2				

TYPE OF FREESTANDING SKILLED NURSING FACILITY

16 Is this a distinct part skilled nursing facility that meets the requirements? Yes  
 17 Is this a composite distinct part skilled nursing facility that meets the requirements? N  
 18 Are there any costs included in Worksheet A which resulted from transactions with related organizations? Yes

MISCELLANEOUS COST REPORTING INFORMATION

19 Is this a low Medicare Utilization cost report, enter "Y" for yes or "N" for no. N  
 If the response to line 19 is yes, Does this cost report meet your contractor's criteria for filing a low utilization cost report? (Y/N) N

DEPRECIATION - ENTER THE AMOUNT OF DEPRECIATION REPORTED IN THIS SNF FOR THE METHOD INDICATED ON LINES 20 - 22.

20 Straight Line 284,339  
 21 Declining Balance.  
 22 Sum of the Years' Digits  
 23 Sum of lines 20 through 22 284,339  
 24 If depreciation is funded, enter the balance as of the end of the period.  
 25 Were there any disposal of capital assets during the cost reporting period? (Y/N) N  
 26 Was accelerated depreciation claimed on any assets in the current or any prior cost report applies? N  
 27 Did you cease to participate in the Medicare program at the end of the period to which this cost report applies (See PRM 15-1, Chapter 1)? N  
 28 Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? N

IF THIS FACILITY CONTAINS A PUBLIC OR NON-PUBLIC PROVIDER THAT QUALIFIES FOR AN EXEMPTION FROM THE APPLICATION OF THE LOWER OF COSTS OR CHARGES, ENTER 'Y' FOR EACH COMPONENT AND TYPE OF SERVICE THAT QUALIFIES FOR THE EXEMPTION.

	Part A	Part B	Other	Self Insurance
29 Skilled Nursing Facility	No	No		
30 Nursing Facility			No	
36 SNF-Based OLT			Y/N	
37 Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients?			N	
38 Are you legally-required to carry malpractice insurance?			N	
39 Is the malpractice a "claims-made", or "occurrence" policy? If the policy is "claims-made" enter 1. If policy is "occurrence", enter 2.			1	
40 What is the liability limit for the malpractice policy? Enter in column 1 the monetary limit per lawsuit. Enter in column 2 the monetary limit per policy year.				
41 List malpractice premiums and paid losses		Premiums Paid Losses		373682
42 Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts.			Y/N	
43 Are there any home office cost as defined in CMS Pub 15-1, chapter 10? Enter Y for Yes or N for no, in column 1.			Yes	
44 If line 43 = "Y", and there are costs for the home office, enter the home office chain number and enter the name and address of the home office on lines 45-47.			HB0273	
45 Name / Contractor Name / Contractor Number				
46 Street / PO Box	ESKATON PROERTIES INCORPORATED	NORIDIAN	01011	
47 City / State / Zip	5105 MANZANITA AVENUE	CARMICHAEL	CA	95608

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part II Tuesday, May 31, 2022 at 9:33:41 AM

Skilled Nursing Facility and Skilled Nursing Facility Healthcare Complex Reimbursement Questionnaire

Line #	1	2	3	4
<b>PROVIDER ORGANIZATION AND OPERATION</b>				
1	Has the provider changed ownership immediately prior to the beginning of the cost reporting period?	N		
2	Has the provider terminated participation in the Medicare Program? If column 1 is yes, enter in column 3, "V" for voluntary or "I" for involuntary	N		
3	Is the provider involved in business transactions, including management contracts, with individuals or entities that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships?	Y		
<b>FINANCIAL DATA AND REPORTS</b>				
4	Were the financial statements prepared by a Certified Public Accountant? If yes, enter in column 2 "A" for Audited, "C" for Compiled, or "R" for Reviewed. Submit complete copy or enter date available in column 3. (see instructions) If no, see instructions.	N		
5	Are the cost report total expenses and total revenues different from those on the filed financial statements? If yes, submit reconciliation.	N		
<b>APPROVED EDUCATIONAL ACTIVITIES</b>				
6	Column 1: Were costs claimed for Nursing School? Column 2: Is the provider the legal operator of the program?	N		
7	Were costs claimed for Allied Health Programs? (see instructions)	N		
8	Were approvals and/or renewals obtained during the cost reporting period for Nursing School and/or Allied Health Program? (see instructions)	N		
<b>BAD DEBTS</b>				
9	Is the provider seeking reimbursement for bad debts? (see instructions)	N		
10	If line 9 is Yes, did the provider's bad debt collection policy change during this cost reporting period? If Yes, submit copy.	N		
11	If line 9 is Yes, are patient deductibles and/or coinsurance waived? If Yes, see instructions.	N		
12	Have total beds available changed from prior cost reporting period? If Yes, see instructions.	N		
<b>PS&amp;R DATA</b>				
13	Was the cost report prepared using the PS&R only? If yes, enter the paid through date of the PS&R used to prepare this cost report. (see Instructions)	N		N
14	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If yes enter the paid through date of the PS&R used to prepare this cost report.	N		N
15	If line 13 or 14 is yes, were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If yes, see instructions.	N		N
16	If line 13 or 14 is yes, then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.	N		N
17	If line 13 or 14 is yes, then were adjustments made to PS&R data for Other?	N		N
18	Was the cost report prepared only using the provider's records? If yes, see Instructions.	Y		Y
<b>COST REPORT PREPARER CONTACT INFORMATION</b>				
19	First name/Last Name/Title	Eddie	1	Uppal
20	Employer.	Axiom Healthcare Group	2	Consultant
21	Telephone number/Email address.	818-456-0940		3
				eddieu@axiomhc.com

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part I Tuesday, May 31, 2022 at 9:33:41 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex

PART I - STATISTICAL DATA

CMS #	Component	No. of Beds	Bed days Available	Inpatient Days				Total
		1	2	Title V	Title XVIII	Title XIX	Other	
1	Skilled Nursing Facility	72	26,280	0	2,505	10,140	13,005	25,650
2	Nursing Facility	77	28,105	0		18,924	414	19,338
5	Other Long Term Care	0	0				0	0
8	Total	149	54,385	0	2,505	29,064	13,419	44,988

CMS #	Component	Discharges					Average Length of Stay			
		Title V	Title XVIII	Title XIX	Other	Total	Title V	Title XVIII	Title XIX	Total
1	Skilled Nursing Facility	0	0	45	456	501	0.00	0.00	225.33	51.20
2	Nursing Facility	0		0	0	0	0.00		0.00	0.00
5	Other Long Term Care			0	0	0				0.00
8	Total	0	0	45	456	501	0.00	0.00	225.33	89.80

CMS #	Component	Admissions					FTE	
		Title V	Title XVIII	Title XIX	Other	Total	Paid	Non-Paid
1	Skilled Nursing Facility	0	119	49	461	629	93.87	0
2	Nursing Facility	0		0	0	0	44.11	0
5	Other Long Term Care			0	0	0	0.00	0
8	Total	0	119	49	461	629	137.98	0

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part II Tuesday, May 31, 2022 at 9:33:41 AM

SNF Wage Index Information

PART II - DIRECT SALARIES

CMS #	Description	Amount Reported	Reclass.	Adjusted Salaries	Paid Hours Related to Salary	Average Hourly Wage
			of Salaries from Wkst. A-6			
		1	2	3	4	5
1	Total Salary	9,380,831	0	9,380,831	419,931.00	22.34
2	Physician salaries - Part A	0	0	0	0.00	
3	Physician salaries - Part B	0	0	0	0.00	
4	Home office personnel	0	0	0	0.00	
5	Sum of lines 2 through 4	0	0	0	0.00	
6	Revised wages (line 1 - 5)	9,380,831	0	9,380,831	419,931.00	22.34
7	Other Long Term Care	0	0	0	0.00	
8	Home Health Agency	0	0	0	0.00	
9	CMHC	0	0	0	0.00	
10	Hospice	0	0	0	0.00	
11	Other Excluded Areas	0	0	0	0.00	
12	Subtotal Excluded salary (Sum of lines 7-11)	0	0	0	0.00	
13	Total Adjusted Salaries (Line 6 - 12)	9,380,831	0	9,380,831	419,931.00	22.34
OTHER WAGES AND RELATED COSTS						
14	Contract Labor: Patient Related & Mgmt	1,980,115	0	1,980,115	81,462.00	24.31
15	Contract Labor: Physician services - Part A	0	0	0	0.00	
16	Home office salaries & wage related costs	0	0	0	0.00	
WAGE RELATED COSTS						
17	Wage related costs (See Part IV)	3,019,545	0	3,019,545		
18	Wage related costs (See Part IV)	0	0	0		
19	Wage related costs (excluded units)	0	0	0		
20	Physicians Part A - WRC	0	0	0		
21	Physicians Part B - WRC	0	0	0		
22	Total Adjusted Wage Related cost	3,019,545	0	3,019,545		

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part III Tuesday, May 31, 2022 at 9:33:41 AM

SNF Wage Index Information

PART III - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Description	Amount Reported 1	Reclass.	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5
			of Salaries from Wkst. A-6 2			
1	Employee Benefits	0	0	0	0	0.00
2	Administrative & General	494,599	0	494,599	18,057	27.39
3	Plant Operation, Maint. & Repairs	190,441	0	190,441	8,664	21.98
4	Laundry & Linen Service	89,060	0	89,060	5,691	15.65
5	Housekeeping	221,969	0	221,969	13,511	16.43
6	Dietary	528,024	0	528,024	28,175	18.74
7	Nursing Administration	352,581	0	352,581	3,828	92.12
8	Central Services & Supply	0	0	0	0	0.00
9	Pharmacy	0	0	0	0	0.00
10	Medical Rcd.s & M/R Library	102,353	0	102,353	5,549	18.45
11	Social Service	199,316	0	199,316	9,015	22.11
12	Nursing and Allied Health Ed. Act.					
13	Other General Service	0	0	0	0	0.00
14	Total	2,178,343	0	2,178,343	92,489	23.55

CONFIDENTIAL  
 Johanna Williams  
 jwilliams@hansonbridge.com  
 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023 05:35 PM

ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part IV Tuesday, May 31, 2022 at 9:33:41 AM

SNF Wage Related Costs

CMS #	Description	
	RETIREMENT COST	
1	401K Employer Contributions	0
2	Tax Sheltered Annuity (TSA) Employer Contribution	0
3	Qualified and Non-Qualified Pension Plan Cost	245,169
4	Prior Year Pension Service Cost	0
	PLAN ADMINISTRATIVE COSTS (Paid to External Organization)	
5	401K/TSA Plan Administration fees	0
6	Legal/Accounting/Management Fees-Pension Plan	0
7	Employee Managed Care Program Administration Fees	0
	HEALTH AND INSURANCE COST	
8	Health Insurance (Purchased or Self Funded)	1,421,979
9	Prescription Drug Plan	0
10	Dental, Hearing and Vision Plan	0
11	Life Insurance (If employee is owner or beneficiary)	0
12	Accidental Insurance (If employee is owner or beneficiary)	0
13	Disability Insurance (If employee is owner or beneficiary)	0
14	Long-Term Care Insurance (If employee is owner or beneficiary)	0
15	Workers' Compensation Insurance	637,438
16	Retirement Health Care Cost (see instructions)	0
	TAXES	
17	FICA-Employers Portion Only	683,550
18	Medicare Taxes - Employer Portion Only	0
19	Unemployment Insurance	31,409
20	State or Federal Unemployment Taxes	0
	OTHER	
21	Executive Deferred Compensation	0
22	Day Care Cost and Allowances	0
23	Tuition Reimbursement	0
	=====	
24	Total Wage Related Cost (Lines 1-23)	3,019,545
	PART B OTHER THAN CORE RELATED COST	
25	Other Wage Related Costs	0

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part V Tuesday, May 31, 2022 at 9:33:41 AM

SNF Reporting Of Direct Care Expenditures

PART V - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Amount Reported 1	Fringe Benefits 2	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5	
DIRECT SALARIES						
NURSING OCCUPATIONS						
1	Registered Nurses (RNs)	1,577,134	509,724	2,086,858	48,527	43.00
2	Licensed Practical Nurses (LPNs)	1,363,636	440,722	1,804,358	49,353	36.56
3	Certified Nursing Assistants/Nursing Assistants/Aides	948,907	306,683	1,255,590	70,708	17.76
4	Total Nursing (Sum of 1 - 3)	3,889,677	1,257,129	5,146,806	168,588	30.53
5	Physical Therapists	0	0	0	0	0.00
6	Physical Therapy Assistants	0	0	0	0	0.00
7	Physical Therapy Aides	0	0	0	0	0.00
8	Occupational Therapists	0	0	0	0	0.00
9	Occupational Therapy Assistants	0	0	0	0	0.00
10	Occupational Therapy Aides	0	0	0	0	0.00
11	Speech Therapists	0	0	0	0	0.00
12	Respiratory Therapists	0	0	0	0	0.00
13	Other Medical Staff	369,818	119,524	489,342	5,788	84.54
CONTRACT LABOR						
NURSING OCCUPATIONS						
14	Registered Nurses (RNs)	274,334		274,334	6,858	40.00
15	Licensed Practical Nurses (LPNs)	557,640		557,640	18,588	30.00
16	Certified Nursing Assistants/Nursing Assistants/Aides	1,101,755		1,101,755	55,088	20.00
17	Total Nursing (Sum of 14 - 16)	1,933,729		1,933,729	80,534	24.01
18	Physical Therapists	14,430		14,430	289	49.93
19	Physical Therapy Assistants	0		0	0	0.00
20	Physical Therapy Aides	0		0	0	0.00
21	Occupational Therapists	31,955		31,955	639	50.01
22	Occupational Therapy Assistants	0		0	0	0.00
23	Occupational Therapy Aides	0		0	0	0.00
24	Speech Therapists	0		0	0	0.00
25	Respiratory Therapists	0		0	0	0.00
26	Other Medical Staff	0		0	0	0.00



ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A Tuesday, May 31, 2022 at 9:33:42 AM

Reclassification and Adjustment of Trial Balance of Expenses

CMS #	COST CENTER DESCRIPTION	Salaries 1	Other 2	Total 3	Reclassi- fications 4	Reclassified Trial Balance 5	Adjust- ments to Expenses 6	Net Expenses for Cost Allocation 7
<b>GENERAL SERVICE COST CENTERS</b>								
1	Cap Rel Costs - Bldgs & Fixtures		179,053	179,053	0	179,053	3,559	182,612
2	Cap Rel Costs - Movable Equipment		107,865	107,865	0	107,865	40,942	148,807
3	Employee Benefits	0	3,031,849	3,031,849	0	3,031,849	16,972	3,048,821
4	Administrative & General	494,599	2,450,212	2,944,811	0	2,944,811	113,557	3,058,368
5	Plant Operation, Maint. & Repairs	190,441	535,440	725,881	0	725,881	-94,164	631,717
6	Laundry & Linen Service	89,060	27,233	116,293	0	116,293	0	116,293
7	Housekeeping	221,969	76,566	298,535	0	298,535	0	298,535
8	Dietary	528,024	410,570	938,594	0	938,594	71,293	1,009,887
9	Nursing Administration	352,581	582	353,163	0	353,163	0	353,163
10	Central Services & Supply	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0
12	Medical Records & Library	102,353	1,512	103,865	0	103,865	0	103,865
13	Social Service	199,316	41,592	240,908	0	240,908	0	240,908
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>								
30	Skilled Nursing Facility	3,961,735	1,143,225	5,104,960	0	5,104,960	143,184	5,248,144
31	Nursing Facility	1,861,406	1,170,509	3,031,915	0	3,031,915	0	3,031,915
33	Other Long Term Care	0	0	0	0	0	0	0
<b>ANCILLARY SERVICE COST CENTERS</b>								
40	Radiology	0	64,938	64,938	0	64,938	0	64,938
41	Laboratory	0	145,597	145,597	0	145,597	0	145,597
42	Intravenous Therapy	0	69,041	69,041	0	69,041	0	69,041
43	Oxygen (Inhalation) Therapy	0	18,259	18,259	0	18,259	0	18,259
44	Physical Therapy	597,155	19,318	616,473	0	616,473	0	616,473
45	Occupational Therapy	659,712	31,976	691,688	0	691,688	0	691,688
46	Speech Pathology	122,480	0	122,480	0	122,480	0	122,480
47	Electrocardiology	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	949	949	0	949	0	949
49	Drugs Charged to Patients	0	401,768	401,768	0	401,768	0	401,768
51	Support Surfaces	0	0	0	0	0	0	0
52	Other Ancillary Service Cost Center	0	0	0	0	0	0	0
<b>OTHER REIMBURSABLE COST CENTERS</b>								
71	Ambulance	0	0	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>								
80	Malpractice Premiums & Paid Losses	0	0	0	0	0	0	0
81	Interest Expense	0	0	0	0	0	0	0
82	Utilization Review	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	476,995	476,995	0	476,995	0	476,995
89	<b>SUBTOTALS</b>	<b>9,380,831</b>	<b>10,405,049</b>	<b>19,785,880</b>	<b>0</b>	<b>19,785,880</b>	<b>295,343</b>	<b>20,081,223</b>
<b>NONREIMBURSABLE COST CENTERS</b>								
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0
91	Barber and Beauty Shop	0	13,962	13,962	0	13,962	0	13,962
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0
00	<b>TOTAL</b>	<b>9,380,831</b>	<b>10,419,011</b>	<b>19,799,842</b>	<b>0</b>	<b>19,799,842</b>	<b>295,343</b>	<b>20,095,185</b>

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-6 Tuesday, May 31, 2022 at 9:33:42 AM

Reclassifications

EXPLANATION OF RECLASSIFICATION ENTRY	Increases					Decreases			
	Code	COST CENTER	LINE	SALARY	NON-SALARY	COST CENTER	LINE	SALARY	NON-SALARY
	1	2	3	4	5	6	7	8	9
100 TOTAL RECLASSIFICATIONS				0	0			0	0

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-7 Tuesday, May 31, 2022 at 9:33:42 AM

Analysis of changes during cost reporting period in capital asset balances

CMS #	DESCRIPTION	Beginning	Acquisitions		Disposals		Ending	Fully
		Balances	Purchase	Donation	Total	Retirements	Balance	Depreciated Assets
		1	2	3	4	5	6	7
1	Land	832,122	0	0	0	0	832,122	0
2	Land Improvements	503,561	0	0	0	0	503,561	0
3	Buildings & Fixtures	5,706,342	0	0	0	0	5,706,342	0
4	Building Improvements	4,489,691	97,040	0	97,040	0	4,586,731	0
5	Fixed Equipment	0	0	0	0	0	0	0
6	Movable Equipment	2,815,189	19,700	0	19,700	0	2,834,889	0
7	Subtotal	14,346,905	116,740	0	116,740	0	14,463,645	0
8	Reconciling Items	0	0	0	0	0	0	0
9	Total	14,346,905	116,740	0	116,740	0	14,463,645	0

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-8 Tuesday, May 31, 2022 at 9:33:42 AM

Adjustments to Expenses

CMS #	Description	Basis for Adjustment	Amount	Expense classification on Worksheet A to/from which the amount is to be adjusted		Line No.
				Cost Center		
		1	2	3		4
1	Investment income on restricted funds		0			
2	Trade, quantity and time discounts on purchases		0			
3	Refunds and rebates of expenses		0			
4	Rental of provider space by suppliers		0			
5	Telephone services (pay stations excluded)		0			
6	Television and radio service	A	-94,164	Plant Operation, Maint. & Repairs		5
7	Parking lot		0			
8	Remuneration applicable to provider-based physician adjustment	A82	0			
9	Home office costs		0			
10	Sale of scrap, waste, etc.		0			
11	Nonallowable costs related to certain capital expenditures		0			
12	Adjustment resulting from transactions with related organizations	A81	853,923			
13	Laundry and Linen service		0			
14	Revenue - Employee meals	B	-3,050	Dietary		8
15	Cost of meals - Guests		0			
16	Sale of medical supplies to other than patients		0			
17	Sale of drugs to other than patients		0			
18	Sale of medical records and abstracts	B	-36	Administrative & General		4
19	Vending machines		0			
20	Income from imposition of interest, finance or penalty charges		0			
21	Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			
22	Utilization review -- physicians' compensation		0	Utilization Review		82
23	Depreciation -- buildings and fixtures		0	Cap Rel Costs - Bldgs & Fixtures		1
24	Depreciation -- movable equipment		0	Cap Rel Costs - Movable Equipment		2
28	Other Operating Revenue	B	-12,529	Administrative & General		4
29	Late and Returned Check Charges	B	-25	Administrative & General		4
30	Dues & Subscriptions	A	-1,003	Administrative & General		4
31	QA Fees	A	-447,773	Administrative & General		4
			=====			
100	TOTAL		295,343			

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-8-1 Tuesday, May 31, 2022 at 9:33:42 AM

Statement of Costs of Services from Related Organizations and Home Office Costs

I. Costs Incurred And Adjustments Required As A Result Of Transactions With Related Organizations Or Claimed Home Office Costs:

CMS #	Line No.	Cost Center	Expense Items	Amount	Amount	Adjustments
				Allowable In Cost	Included in Wkst A col 5	
				3	4	5
1	4	Administrative & General	Support Services Allocation	0	1,082,907	-1,082,907
2	1	Cap Rel Costs - Bldgs & Fixtures	Support Services Allocation	3,559	0	3,559
3	4	Administrative & General	Support Services Allocation	154,303	0	154,303
4	4	Administrative & General	Support Services Allocation	6,254	0	6,254
5	4	Administrative & General	Support Services Allocation	10,672	0	10,672
6	30	Skilled Nursing Facility	Support Services Allocation	143,184	0	143,184
7	3	Employee Benefits	Support Services Allocation	11,172	0	11,172
8	8	Dietary	Support Services Allocation	74,343	0	74,343
9	3	Employee Benefits	Support Services Allocation	5,800	0	5,800
9.01	2	Cap Rel Costs - Movable Equipment	Pooled Allocation	40,942	0	40,942
9.02	4	Administrative & General	Pooled Allocation	10,156	0	10,156
9.03	4	Administrative & General	Pooled Allocation	1,476,445	0	1,476,445
10		TOTALS		1,936,830	1,082,907	853,923

II. Interrelationship To Related Organization(s) And/Or Home Office:

The Secretary, by virtue of authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part II of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities and supplies furnished by organizations related to you by common ownership or control, represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the requested information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

----- Related Organization(s) -----					
#	Symbol	Name	Percentage	Percent	Type
			of Ownership	of Ownership	of Business
			3	4	5
1	B		0%	ESKATON PROPERTIES INCORPORATED	100% Support Services

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider
- B. Corporation, partnership or other organization has financial interest in provider
- C. Provider has financial interest in corporation, partnership, or other organization
- D. Director, officer, administrator or key person of provider or relative of such person has financial interest in related organization
- E. Individual is director, officer, administrator, or key person of provider and related organization
- F. Director, officer, administrator or key person of related organization or relative of such person has financial interest in provider
- G. Other:

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-8-2 Tuesday, May 31, 2022 at 9:33:42 AM

Provider-Based Physicians Adjustments

Wkst A Line No	Cost Center / Physician Identifier	Total Remuner- ation	Profess- ional Component	Provider Component	RCE Amount	Physician/ Provider Component Hours	Unadjusted RCE Limit	5% of Unadjusted RCE Limit
1	2	3	4	5	6	7	8	9
100	Total	0	0	0		0	0	0

Wkst A Line No	Cost Center / Physician Identifier	Cost of Memberships & Continuing Education	Provider Component Share of Col 12	Physician Cost of Malpractice Insurance	Provider Component Share of Col 14	Adjusted RCE Limit	RCE Dis- allowance	Adjustment
10	11	12	13	14	15	16	17	18
100	Total	0	0	0	0	0	0	0

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:33:42 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Net Expenses For Cost Allocation 0	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	SubTotal 3A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- keeping (Square Feet) 7
1 Cap Rel Costs - Bldgs & Fixtures	182,612	182,612							
2 Cap Rel Costs - Movable Equipment	148,807		148,807						
3 Employee Benefits	3,048,821	2,078		3,052,592					
4 Administrative & General	3,058,368	30,579	24,918	160,946	3,274,811	3,274,811			
5 Plant Operation, Maint. & Repairs	631,717	5,088	4,146	61,971	702,922	136,854	839,776		
6 Laundry & Linen Service	116,293	4,004	3,263	28,981	152,541	29,699		205,451	
7 Housekeeping	298,535	1,980	1,613	72,230	374,358	72,885	11,476	0	458,719
8 Dietary	1,009,887	17,242	14,050	171,823	1,213,002	236,163	99,951	0	56,950
9 Nursing Administration	353,163	1,922	1,566	114,732	471,383	91,775	11,140	0	6,347
10 Central Services & Supply	0	0	0	0	0	0	0	0	0
11 Pharmacy	0	0	0	0	0	0	0	0	0
12 Medical Records & Library	103,865	691	563	33,306	138,425	26,950	4,006	0	2,283
13 Social Service	240,908	7,732	6,300	64,859	319,799	62,263	44,819	0	25,537
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	5,248,144	50,941	41,513	1,289,180	6,629,778	1,290,771	295,305	117,141	168,256
31 Nursing Facility	3,031,915	49,128	40,033	605,715	3,726,791	725,580	284,785	88,310	162,263
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	64,938	0	0	0	64,938	12,643	0	0	0
41 Laboratory	145,597	0	0	0	145,597	28,347	0	0	0
42 Intravenous Therapy	69,041	0	0	0	69,041	13,442	0	0	0
43 Oxygen (Inhalation) Therapy	18,259	196	160	0	18,615	3,624	1,137	0	648
44 Physical Therapy	616,473	5,636	4,593	194,318	821,020	159,847	32,671	0	18,615
45 Occupational Therapy	691,688	3,317	2,703	214,675	912,383	177,635	19,230	0	10,957
46 Speech Pathology	122,480	535	436	39,856	163,307	31,795	3,102	0	1,767
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	949	531	432	0	1,912	372	3,076	0	1,753
49 Drugs Charged to Patients	401,768	343	280	0	402,391	78,343	1,990	0	1,134
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	0	0	0
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	476,995	0	0	0	476,995	92,868	0	0	0
89 Subtotals	20,081,223	181,943	148,262	3,052,592	20,080,009	3,271,856	835,899	205,451	456,510
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	13,962	669	545	0	15,176	2,955	3,877	0	2,209
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	20,095,185	182,612	148,807	3,052,592	20,095,185	3,274,811	839,776	205,451	458,719

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:33:42 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	1,606,066								
9 Nursing Administration	0	580,645							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	171,664				
13 Social Service	0	0	0	0	0	452,418			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	915,726	395,038	0	0	81,523	257,957	10,151,495	0	10,151,495
31 Nursing Facility	690,340	185,607	0	0	61,465	194,461	6,119,602	0	6,119,602
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	990	0	78,571	0	78,571
41 Laboratory	0	0	0	0	1,976	0	175,920	0	175,920
42 Intravenous Therapy	0	0	0	0	890	0	83,373	0	83,373
43 Oxygen (Inhalation) Therapy	0	0	0	0	415	0	24,439	0	24,439
44 Physical Therapy	0	0	0	0	8,185	0	1,040,338	0	1,040,338
45 Occupational Therapy	0	0	0	0	8,098	0	1,128,303	0	1,128,303
46 Speech Pathology	0	0	0	0	1,450	0	201,421	0	201,421
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	133	0	7,246	0	7,246
49 Drugs Charged to Patients	0	0	0	0	6,539	0	490,397	0	490,397
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	0	0	0
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	0	569,863	0	569,863
89 Subtotals	1,606,066	580,645	0	0	171,664	452,418	20,070,968	0	20,070,968
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	24,217	0	24,217
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	1,606,066	580,645	0	0	171,664	452,418	20,095,185	0	20,095,185



ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:33:42 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Directly Assigned Capital Related Costs	Cap Rel Build & Fixtures (Square Feet)	Cap Rel Movable Equipment (Square Feet)	SubTotal	Employee Benefits (Gross Salaries)	Adminis- trative & General (Accum. Cost)	Plant Oper Maint. & Repair (Square Feet)	Laundry & Linen Service (Pounds of Laundry)	House- keeping (Square Feet)
	0	1	2	2A	3	4	5	6	7
1 Cap Rel Costs - Bldgs & Fixtures	0	0							
2 Cap Rel Costs - Movable Equipment	0	0	0						
3 Employee Benefits	0	2,078	1,693	3,771	3,771				
4 Administrative & General	0	30,579	24,918	55,497	199	55,696			
5 Plant Operation, Maint. & Repairs	0	5,088	4,146	9,234	77	2,327	11,638		
6 Laundry & Linen Service	0	4,004	3,263	7,267	36	505		8,130	
7 Housekeeping	0	1,980	1,613	3,593	89	1,239	159	0	5,080
8 Dietary	0	17,242	14,050	31,292	212	4,016	1,385	0	631
9 Nursing Administration	0	1,922	1,566	3,488	142	1,561	154	0	70
10 Central Services & Supply	0	0	0	0	0	0	0	0	0
11 Pharmacy	0	0	0	0	0	0	0	0	0
12 Medical Records & Library	0	691	563	1,254	41	458	56	0	25
13 Social Service	0	7,732	6,300	14,032	80	1,059	621	0	283
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	0	50,941	41,513	92,454	1,593	21,957	4,090	4,636	1,864
31 Nursing Facility	0	49,128	40,033	89,161	748	12,339	3,947	3,494	1,797
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	0	215	0	0	0
41 Laboratory	0	0	0	0	0	482	0	0	0
42 Intravenous Therapy	0	0	0	0	0	229	0	0	0
43 Oxygen (Inhalation) Therapy	0	196	160	356	0	62	16	0	7
44 Physical Therapy	0	5,636	4,593	10,229	240	2,718	453	0	206
45 Occupational Therapy	0	3,317	2,703	6,020	265	3,021	267	0	121
46 Speech Pathology	0	535	436	971	49	541	43	0	20
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	531	432	963	0	6	43	0	19
49 Drugs Charged to Patients	0	343	280	623	0	1,332	28	0	13
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	0	0	0
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	1,579	0	0	0
89 Subtotals	0	181,943	148,262	330,205	3,771	55,646	11,584	8,130	5,056
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	669	545	1,214	0	50	54	0	24
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	0	182,612	148,807	331,419	3,771	55,696	11,638	8,130	5,080

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:33:42 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	37,536								
9 Nursing Administration	0	5,415							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	1,834				
13 Social Service	0	0	0	0	0	16,075			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	21,402	3,684	0	0	876	9,166	161,722	0	161,722
31 Nursing Facility	16,134	1,731	0	0	654	6,909	136,914	0	136,914
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	11	0	226	0	226
41 Laboratory	0	0	0	0	21	0	503	0	503
42 Intravenous Therapy	0	0	0	0	9	0	238	0	238
43 Oxygen (Inhalation) Therapy	0	0	0	0	4	0	445	0	445
44 Physical Therapy	0	0	0	0	87	0	13,933	0	13,933
45 Occupational Therapy	0	0	0	0	86	0	9,780	0	9,780
46 Speech Pathology	0	0	0	0	15	0	1,639	0	1,639
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	1	0	1,032	0	1,032
49 Drugs Charged to Patients	0	0	0	0	70	0	2,066	0	2,066
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	0	0	0
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	0	1,579	0	1,579
89 Subtotals	37,536	5,415	0	0	1,834	16,075	330,077	0	330,077
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	1,342	0	1,342
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	37,536	5,415	0	0	1,834	16,075	331,419	0	331,419

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:33:42 AM

COST ALLOCATION - STATISTICAL BASIS

	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	Reconcil- iation 4A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- Keeping (Square Feet) 7	Dietary (Meals Served) 8
1	Cap Rel Costs - Bldgs & Fixtures	40,955							
2	Cap Rel Costs - Movable Equipment		40,955						
3	Employee Benefits	466	9,380,831						
4	Administrative & General	6,858	6,858	494,599	-3,274,811	16,820,374			
5	Plant Operation, Maint. & Repairs	1,141	1,141	190,441	0	702,922	32,490		
6	Laundry & Linen Service	898	898	89,060	0	152,541	898	449,880	
7	Housekeeping	444	444	221,969	0	374,358	444	0	31,148
8	Dietary	3,867	3,867	528,024	0	1,213,002	3,867	0	3,867
9	Nursing Administration	431	431	352,581	0	471,383	431	0	431
10	Central Services & Supply	0	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0	0
12	Medical Records & Library	155	155	102,353	0	138,425	155	0	155
13	Social Service	1,734	1,734	199,316	0	319,799	1,734	0	1,734
ANCILLARY SERVICE COST CENTERS									
30	Skilled Nursing Facility	11,425	11,425	3,961,735	0	6,629,778	11,425	256,507	11,425
31	Nursing Facility	11,018	11,018	1,861,406	0	3,726,791	11,018	193,373	11,018
33	Other Long Term Care	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40	Radiology	0	0	0	0	64,938	0	0	0
41	Laboratory	0	0	0	0	145,597	0	0	0
42	Intravenous Therapy	0	0	0	0	69,041	0	0	0
43	Oxygen (Inhalation) Therapy	44	44	0	0	18,615	44	0	44
44	Physical Therapy	1,264	1,264	597,155	0	821,020	1,264	0	1,264
45	Occupational Therapy	744	744	659,712	0	912,383	744	0	744
46	Speech Pathology	120	120	122,480	0	163,307	120	0	120
47	Electrocardiology	0	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	119	119	0	0	1,912	119	0	119
49	Drugs Charged to Patients	77	77	0	0	402,391	77	0	77
SPECIAL PURPOSE COST CENTERS									
51	Support Surfaces	0	0	0	0	0	0	0	0
52	Other Ancillary Service Cost Center	0	0	0	0	0	0	0	0
71	Ambulance	0	0	0	0	0	0	0	0
80	Malpractice Premiums & Paid Losses	0	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	0	0	0	476,995	0	0	0
89	Subtotal	40,805	40,805	9,380,831	-3,274,811	16,805,198	32,340	449,880	30,998
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0
91	Barber and Beauty Shop	150	150	0	0	15,176	150	0	150
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0	0
98	Cross Foot Adjustments	0	0	0	0	0	0	0	0
99	Negative Cost Center	0	0	0	0	0	0	0	0
102	Cost to be Allocated per Bp1	182,612	148,807	3,052,592	0	3,274,811	839,776	205,451	458,719
103	Unit Cost Multiplier per Bp1	4.458845	3.633427	0.325407	0.000000	0.194693	25.847215	0.456680	14.727077
104	Cost to be Allocated per Bp2	0	0	3,771	0	55,696	11,638	8,130	5,080
105	Unit Cost Multiplier per Bp2	0.000000	0.000000	0.000402	0.000000	0.003311	0.358203	0.018071	0.163092

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:33:42 AM

COST ALLOCATION - STATISTICAL BASIS

	Nursing Adminis- tration (Direct Nrsing Hrs)	Central Services & Supply (Patient Days)	Pharmacy (Patient Days)	Medical Records & Library (Gross Revenues)	Social Service (Patient Days)
	9	10	11	12	13
1 Cap Rel Costs - Bldgs & Fixtures					
2 Cap Rel Costs - Movable Equipment					
3 Employee Benefits					
4 Administrative & General					
5 Plant Operation, Maint. & Repairs					
6 Laundry & Linen Service					
7 Housekeeping					
8 Dietary					
9 Nursing Administration	285,556				
10 Central Services & Supply	0	44,988			
11 Pharmacy	0	0	44,988		
12 Medical Records & Library	0	0	0	20,999,686	
13 Social Service	0	0	0	0	44,988
ANCILLARY SERVICE COST CENTERS					
30 Skilled Nursing Facility	194,276	25,651	25,651	9,973,323	25,651
31 Nursing Facility	91,280	19,337	19,337	7,518,624	19,337
33 Other Long Term Care	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS					
40 Radiology	0	0	0	121,127	0
41 Laboratory	0	0	0	241,768	0
42 Intravenous Therapy	0	0	0	108,834	0
43 Oxygen (Inhalation) Therapy	0	0	0	50,704	0
44 Physical Therapy	0	0	0	1,001,261	0
45 Occupational Therapy	0	0	0	990,569	0
46 Speech Pathology	0	0	0	177,320	0
47 Electrocardiology	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	16,244	0
49 Drugs Charged to Patients	0	0	0	799,912	0
SPECIAL PURPOSE COST CENTERS					
51 Support Surfaces	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0
71 Ambulance	0	0	0	0	0
80 Malpractice Premiums & Paid Losses	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0
89 Subtotal	285,556	44,988	44,988	20,999,686	44,988
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0
95 Other Non Reimbursable Cost	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0
102 Cost to be Allocated per Bp1	580,645	0	0	171,664	452,418
103 Unit Cost Multiplier per Bp1	2.033384	0.000000	0.000000	0.008175	10.056415
104 Cost to be Allocated per Bp2	5,415	0	0	1,834	16,075
105 Unit Cost Multiplier per Bp2	0.018963	0.000000	0.000000	0.000087	0.357318

ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet B-2 Tuesday, May 31, 2022 at 9:33:42 AM

Post Step Down Adjustments

Worksheet B

-----  
Part No. Line No. Amount

Description  
1

Worksheet has no records.

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet C Tuesday, May 31, 2022 at 9:33:42 AM

Ratio of Cost of Charges  
 for Ancillary and Outpatient Cost Centers

CMS #	COST CENTER	Total 1	Total Charges 2	Ratio 3
	ANCILLARY SERVICE COST CENTERS			
	OUTPATIENT SERVICE COST CENTERS			
40	Radiology	78,571	121,127	0.648666
41	Laboratory	175,920	241,768	0.727640
42	Intravenous Therapy	83,373	108,834	0.766057
43	Oxygen (Inhalation) Therapy	24,439	50,704	0.481994
44	Physical Therapy	1,040,338	1,001,261	1.039028
45	Occupational Therapy	1,128,303	990,569	1.139045
46	Speech Pathology	201,421	177,320	1.135918
47	Electrocardiology	0	0	0.000000
48	Medical Supplies Charged to Patients	7,246	16,244	0.446072
49	Drugs Charged to Patients	490,397	799,912	0.613064
51	Support Surfaces	0	0	0.000000
52	Other Ancillary Service Cost Center	0	0	0.000000
71	Ambulance	0	0	0.000000
100	TOTAL	3,230,008	3,507,739	

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part I Tuesday, May 31, 2022 at 9:33:42 AM

Skilled Nursing Facility  
 Title XVIII

PART I - ANCILLARY COST APPORTIONMENT

CMS #	Cost Center Description	Ratio of cost to charges 1	Health Care Program Charges		Health Care Program Cost	
			Part A 2	Part B 3	Part A 4	Part B 5
ANCILLARY SERVICE COST CENTERS						
40	Radiology	0.648666	18,345	0	11,900	0
41	Laboratory	0.727640	39,176	0	28,506	0
42	Intravenous Therapy	0.766057	13,240	0	10,143	0
43	Oxygen (Inhalation) Therapy	0.481994	7,016	0	3,382	0
44	Physical Therapy	1.039028	230,972	0	239,986	0
45	Occupational Therapy	1.139045	227,432	0	259,055	0
46	Speech Pathology	1.135918	35,934	0	40,818	0
47	Electrocardiology	0.000000	0	0	0	0
48	Medical Supplies Charged to Patients	0.446072	64	0	29	0
49	Drugs Charged to Patients	0.613064	219,733	0	134,710	0
51	Support Surfaces	0.000000	0	0	0	0
52	Other Ancillary Service Cost Center	0.000000	0	0	0	0
71	Ambulance	0.000000	0	0	0	0
100	TOTAL		791,912	0	728,529	0

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part II Tuesday, May 31, 2022 at 9:33:42 AM

Skilled Nursing Facility  
 Title XVIII

Part II - APPORTIONMENT OF VACCINE COST

#	Description	Amount
1	Drugs charged to patients - RCC	0.613064
2	Program vaccine charges	0
3	Program costs	0

Part III - CALCULATION OF PASS-THROUGH COSTS FOR INTERNS AND RESIDENTS

	Total Cost (From Worksheet B, Part I, Col 18 1	Nursing & Allied Health Costs (From Wkst B Part I, Col 14) 2	Ratio of Nursing & Allied Health Costs To Total Costs - Part A (Col 2 / Col 1) 3	Program Part A Cost (From Wkst D Part I, Col 4) 4	Part A Nursing & Allied Health Costs for Pass Through (Col 3 X Col 4) 5	
40	Radiology	0	0	0.000000	11,900	0
41	Laboratory	0	0	0	28,506	0
42	Intravenous Therapy	0	0	0	10,143	0
43	Oxygen (Inhalation) Therapy	0	0	0	3,382	0
44	Physical Therapy	0	0	0	239,986	0
45	Occupational Therapy	0	0	0	259,055	0
46	Speech Pathology	0	0	0	40,818	0
47	Electrocardiology	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	0	0	29	0
49	Drugs Charged to Patients	0	0	0	134,710	0
51	Support Surfaces	0	0	0	0	0
	=====	=====	=====	=====	=====	=====
100	TOTAL	0	0		728,529	0



ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:33:42 AM

Nursing Facility  
Title XVIII

PART I - CALCULATION OF INPATIENT ROUTINE COSTS

CMS #	DESCRIPTION	AMOUNT
1	Inpatient days incl. private	25,650
2	Private room days	0
3	Inpatient days incl. Program prvt.	2,505
4	Med. nec. Program prvt. room days	0
5	Total general Inpatient routine svc.s co	10,151,495
PRIVATE ROOM DIFFERENTIAL ADJUSTMENT		
6	General Inpatient routine service charge	17,491,947
7	General Inpatient routine service RCC	0.580352
8	Private room charges	0
9	Avg. private room per diem charge	0.00
10	Semi-private room charges	0
11	Avg. semi-private room per diem charge	0.00
12	Avg. private room charge diff.	0.00
13	Avg. private room cost diff.	0.00
14	Private room cost diff. adjustment	0
15	General Inpatient routine service cost n	10,151,495
PROGRAM INPATIENT ROUTINE SERVICE COSTS		
16	Adjusted general Inpatient per diem cost	395.77
17	Program routine service cost	991,404
18	Med. nec. program prvt. room cost	0
19	Total program general Inpatient cost	991,404
20	Capital related cost allocated to inpati	161,722
21	Per diem capital related costs	6.30
22	Program capital related cost	15,782
23	Inpatient routine service cost	975,622
24	Aggregate charges to beneficiaries for e	0
25	Total program routine service costs for	975,622
26	Per diem limitation	0.00
27	I/p routine service cost limitation	0
28	Reimbursable Inpatient routine service c	0

ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:33:42 AM

Computation of Inpatient Routine Costs

Part II - Calculation of Inpatient Nursing & Allied Health Cost for PPS Pass-through  
Skilled Nursing Facility  
Title XVIII

Line No.	Item Description	Amounts
1	Total inpatient days (see instructions)	25,650
2	Program inpatient days (see instructions)	2,505
3	Total Nursing & Allied Health costs ( see instructions)	0
4	Nursing & Allied Health ratio (Line 2 divided by line 1)	0.097661
5	Program Nursing & Allied Health costs for pass-through (Line 3 times line 4)	0

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ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet E Tuesday, May 31, 2022 at 9:33:42 AM

Calculation of Reimbursement Settlement  
Title XVIII

PART I - SNF REIMBURSEMENT UNDER PPS

PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT

1	Inpatient PPS amount (See Instructions)	1,961,360
2	Nursing and Allied Health Education Activities (pass through payments)	0
		-----
3	Subtotal	1,961,360
4	Primary payor amounts	0
5	Coinsurance	392,272
6	Reimbursable bad debts (From your records)	0
7	Reimbursable bad debts for dual eligible beneficiaries (See instructions)	0
8	Adjusted reimbursable bad debts. (See instructions)	0
9	Recovery of bad debts - for statistical records only	0
10	Utilization review	0
		-----
11	Subtotal	1,569,088
12	Interim payments (See instructions)	1,569,088
13	Tentative adjustment	0
14	Other adjustment (See instructions)	0
14.50	Demonstration payment adjustment amount before sequestration	0
14.55	Demonstration payment adjustment amount after sequestration	0
14.75	Sequestration for non-claims based amounts (See instructions)	0
14.99	Sequestration adjustment (See instructions)	0
15	Balance due provider/program	0
16	Protested amounts (Nonallowable cost report items)	0

PART I - SNF REIMBURSEMENT UNDER PPS

PART B - ANCILLARY SERVICES COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES

17	Ancillary services Part B	0
18	Vaccine cost	0
19	Total reasonable costs	0
20	Medicare Part B ancillary charges	0
21	Cost of covered services	0
22	Primary payor amounts	0
23	Coinsurance and deductibles	0
24	Reimbursable bad debts	0
24.01	Reimbursable bad debts for dual eligible beneficiaries (see inst	0
24.02	Adjusted reimbursable bad debts (see instructions)	0
		-----
25	Subtotal	0
26	Interim adjustment	0
27	Tentative adjustment	0
28	Other adjustments (See instructions) Specify	0
28.50	Demonstration payment adjustment amount before sequestration	0
28.55	Demonstration payment adjustment amount after sequestration	0
28.99	Sequestration amount (see instructions)	0
		-----
29	Balance due provider/program	0
30	Protested amounts (Nonallowable cost report items)	0

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet E-1 Tuesday, May 31, 2022 at 9:33:42 AM

Analysis of Payments to Providers for Service Rendered

CMS #	DESCRIPTION	---- Inpatient Part A ----		----- Part B -----	
		Mo/Day/Year	Amount	Mo/Day/Year	Amount
		1	2	3	4
1	Total interim payments paid to provider		1,569,088		0
2	Interim payments payable on individual bills, eithe		0		0
3.01	Lump sums ... to Provider		0		0
3.02	Lump sums ... to Provider		0		0
3.03	Lump sums ... to Provider		0		0
3.04	Lump sums ... to Provider		0		0
3.05	Lump sums ... to Provider		0		0
3.50	Lump sums ... to Program		0		0
3.51	Lump sums ... to Program		0		0
3.52	Lump sums ... to Program		0		0
3.53	Lump sums ... to Program		0		0
3.54	Lump sums ... to Program		0		0
3.99	SUBTOTAL		0		0
4	TOTAL INTERIM PAYMENTS		1,569,088		0
TO BE COMPLETED BY CONTRACTOR					
5	Items Below for INTERMEDIARIES:				
5.01	Settlement ... to Provider		0		0
5.02	Settlement ... to Provider		0		0
5.03	Settlement ... to Provider		0		0
5.50	Settlement ... to Program		0		0
5.51	Settlement ... to Program		0		0
5.52	Settlement ... to Program		0		0
5.99	SUBTOTAL		0		0
6.01	Net settlement ... to Provider		0		0
6.50	Net settlement ... to Program		0		0
7	TOTAL MEDICARE PROGRAM LIABILITY		0		0

Name of Contractor: \_\_\_\_\_ Contractor Number: \_\_\_\_\_

8 Name of Contractor/Number 0 0

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:33:42 AM

BALANCE SHEET

CMS #	ASSETS (omit cents)	General Fund 1	Specific Purpose Fund 2	Endowment Fund 3	Plant Fund 4
<b>CURRENT ASSETS</b>					
1	Cash on hand and in banks	1,000	0	0	0
2	Temporary investments	0	0	0	0
3	Notes receivable	0	0	0	0
4	Accounts receivable	1,691,893	0	0	0
5	Other receivables	0	0	0	0
	Less: allowances for uncollectible notes and accounts receivable	82,082	0	0	0
7	Inventory	22,580	0	0	0
8	Prepaid expenses	180,708	0	0	0
9	Other current assets	0	0	0	0
10	Due from other funds	0	0	0	0
11	<b>TOTAL CURRENT ASSETS</b>	<b>1,814,099</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FIXED ASSETS</b>					
12	Land	832,122	0	0	0
13	Land improvements	503,561	0	0	0
14	Less: Accumulated depreciation	441,132	0	0	0
15	Buildings	5,706,342	0	0	0
16	Less: Accumulated depreciation	5,706,342	0	0	0
17	Leasehold improvements	4,586,731	0	0	0
18	Less: Accumulated amortization	3,285,675	0	0	0
19	Fixed equipment	0	0	0	0
20	Less: Accumulated depreciation	0	0	0	0
21	Automobiles and trucks	0	0	0	0
22	Less: Accumulated depreciation	0	0	0	0
23	Major movable equipment	2,834,889	0	0	0
24	Less: Accumulated depreciation	2,310,213	0	0	0
25	Minor equipment depreciable	0	0	0	0
26	Minor equipment nondepreciable	0	0	0	0
27	Other fixed assets	316,600	0	0	0
28	<b>TOTAL FIXED ASSETS</b>	<b>3,036,883</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER ASSETS</b>					
29	Investments	0	0	0	0
30	Deposits on leases	0	0	0	0
31	Due from owners/officers	0	0	0	0
32	Other assets	7,283	0	0	0
33	<b>TOTAL OTHER ASSETS</b>	<b>7,283</b>	<b>0</b>	<b>0</b>	<b>0</b>
34	<b>TOTAL ASSETS</b>	<b>4,858,265</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:33:42 AM

BALANCE SHEET

CMS #	LIABILITIES AND FUND BALANCES (omit cents)	General Fund 1	Specific Purpose Fund 2	Endowment Fund 3	Plant Fund 4
<b>CURRENT LIABILITIES</b>					
35	Accounts payable	769,151	0	0	0
36	Salaries, wages & fees payable	0	0	0	0
37	Payroll taxes payable	475,468	0	0	0
38	Notes & loans payable (short term)	3,255	0	0	0
39	Deferred income	0	0	0	0
40	Accelerated payments	0	0	0	0
41	Due to other funds	0	0	0	0
42	Other current liabilities	56,021	0	0	0
43	<b>TOTAL CURRENT LIABILITIES</b>	<b>1,303,895</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LONG TERM LIABILITIES</b>					
44	Mortgage payable	212,154	0	0	0
45	Notes payable	0	0	0	0
46	Unsecured loans	0	0	0	0
47	Loans from owners	0	0	0	0
48	Other long term liabilities	1,617,780	0	0	0
49		13,841	0	0	0
50	<b>TOTAL LONG TERM LIABILITIES</b>	<b>1,843,775</b>	<b>0</b>	<b>0</b>	<b>0</b>
51	<b>TOTAL LIABILITIES</b>	<b>3,147,670</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL ACCOUNTS</b>					
52	General fund balance	1,710,595			
53	Specific purpose fund		0		
54	Donor created - endowment fund balance - restricted		0	0	
55	Donor created - endowment fund balance - unrestricted			0	
56	Governing body created - endowment fund balance			0	
57	Plant fund balance - invested in plant				0
58	Plant fund balance - reserve for plant improvement, replacement and expansion				0
59	<b>TOTAL FUND BALANCES</b>	<b>1,710,595</b>	<b>0</b>	<b>0</b>	<b>0</b>
60	<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>4,858,265</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-1 Tuesday, May 31, 2022 at 9:33:42 AM

STATEMENT OF CHANGES IN FUND BALANCES

	----- GENERAL FUND -----		SPECIFIC PURPOSE FUND -	----- ENDOWMENT FUND -----		----- PLANT FUND -----		
	1	2		3	4	5	6	7
1 Fund balances - beginning		1856355		0		0		0
2 Net income (loss)		-968713						
3 Total		887642		0		0		0
4 Additions (Credit adjustments)	0		0		0		0	
5 Transfers	822953		0		0		0	
6	0		0		0		0	
7	0		0		0		0	
8	0		0		0		0	
9	0		0		0		0	
10 Total Additions		822953		0		0		0
11 Subtotal		1710595		0		0		0
12 Deductions (Debit adjustments)	0		0		0		0	
13	0		0		0		0	
14	0		0		0		0	
15	0		0		0		0	
16	0		0		0		0	
17	0		0		0		0	
18 Total deductions		0		0		0		0
19 Fund balances - ending		1710595		0		0		0

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part I Tuesday, May 31, 2022 at 9:33:42 AM

Statement of Patient Revenues and Operating Expenses

PART I - PATIENT REVENUES

CMS #	REVENUE CENTER	Inpatient 1	Outpatient 2	Total 3
	<b>GENERAL INPATIENT ROUTINE CARE SERVICES</b>			
1	Skilled Nursing Facility	9,973,323		9,973,323
2	Nursing Facility	7,518,624		7,518,624
4	Other Long Term Care	0		0
		-----	-----	-----
5	Total general Inpatient care services	17,491,947		17,491,947
	<b>ALL OTHER CARE SERVICES</b>			
6	Ancillary services	3,507,739	0	3,507,739
9	Ambulance		0	0
		-----	-----	-----
13	Other	0	0	0
		=====	=====	=====
14	Total Patient Revenues	20,999,686	0	20,999,686

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ESKATON CARE CENTER FAIR OAKS  
Provider CCN: 55-5153  
Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part II Tuesday, May 31, 2022 at 9:33:42 AM

Statement of Patient Revenues and Operating Expenses

PART II - OPERATING EXPENSES

CMS #	Description	
1	Operating Expenses	19,799,842
2	Additions	0
3		0
4		0
5		0
6		0
7		0
8	Total Additions	----- 0
9	Deductions	0
10		0
11		0
12		0
13		0
14	Total Deductions	----- 0
15	Total Operating Expenses	----- 19,799,842 =====

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ESKATON CARE CENTER FAIR OAKS  
 Provider CCN: 55-5153  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-3 Tuesday, May 31, 2022 at 9:33:42 AM

Statement of Revenues and Expenses

CMS #	Description	
1	Total Patient Revenues	20,999,686
2	Less: contractual allowances and ...	2,185,798
3	Net Patient Revenues (Line 1 - 2)	18,813,888
4	Less: total operating expenses	19,799,842
5	Net income from service to patients (Line 3 - 4)	-985,954
	Other Income:	
6	Contributions, donations, bequests, etc.	0
7	Income from investments	0
8	Revenues from communications (Telephone and Internet service)	0
9	Revenues from television and radio service	0
10	Purchase discounts	0
11	Rebates and refunds of expenses	0
12	Parking lot receipts	0
13	Revenue from laundry and linen service	0
14	Revenue from meals sold to employees and guests	0
15	Revenue from rental of living quarters	0
16	Revenue from sale of medical and surgical supplies to other than patients	0
17	Revenue from sale of drugs to other than patients	0
18	Revenue from sale of medical records and abstracts	26
19	Tuition (fees, sales of textbooks, uniforms, etc)	0
20	Revenue from gifts, flowers, coffee shops, canteen	0
21	Rental of vending machines	0
22	Rental of skilled nursing space	0
23	Government appropriations	0
24	Miscellaneous Revenue	17,215
24.50	COVID-19 PHE Funding	0
25	Total other income	17,241
26	Total	-968,713
27	Other Expenses (specify)	0
28		0
29		0
30	Total other expenses	0
31	Net income (or loss) for the period	-968,713

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**SECTION 999.5(d)(5)(C)**

**13) Medicare Cost Report data for Fair Oaks dated December 31, 2020**

This report is required by law (42 USC 1395g; 42 CFR 413.20(b)). Failure to report can result in all interim payments made since the beginning of the cost reporting period being deemed overpayments (42 USC 1395g). FORM APPROVED OMB NO. 0938-0463 Expires: 12/31/2021

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX COST REPORT CERTIFICATION AND SETTLEMENT SUMMARY	Provider CCN: 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet S Parts I, II & III Date/Time Prepared: 5/18/2021 12:55 pm
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<b>PART I - COST REPORT STATUS</b>			
Provider use only	1. <input checked="" type="checkbox"/> Electronically filed cost report	Date: 5/18/2021 Time: 12:55 pm	
	2. <input type="checkbox"/> Manually submitted cost report		
	3. <input type="checkbox"/> If this is an amended report enter the number of times the provider resubmitted this cost report		
	3.01 <input type="checkbox"/> No Medicare Utilization. Enter "Y" for yes or leave blank for no.		
Contractor use only	4. <input checked="" type="checkbox"/> Cost Report Status (1) As Submitted (2) Settled without audit (3) Settled with audit (4) Reopened (5) Amended	5. Date Received:	
		6. Contractor No.	
		7. <input type="checkbox"/> First Cost Report for this Provider CCN	
		8. <input type="checkbox"/> Last Cost Report for this Provider CCN	
		9. NPR Date:	
		10. <input type="checkbox"/> If line 4, column 1 is "4": Enter number of times reopened	
		11. Contractor Vendor Code	4
		12. <input type="checkbox"/> Medicare Utilization. Enter "F" for full, "L" for low, or "N" for no utilization.	

**PART II - CERTIFICATION**  
 MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF PROVIDER(S)

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by ESKATON CARE CENTER FAIR OAKS ( 555153 ) for the cost reporting period beginning 01/01/2020 and ending 12/31/2020 and to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

(Signed) \_\_\_\_\_  
 Chief Financial Officer or Administrator of Provider(s)  
 ADMINISTRATOR  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Cost Center Description	Title V 1.00	Title XVII		Title XIX 4.00	
		Part A 2.00	Part B 3.00		
<b>PART III - SETTLEMENT SUMMARY</b>					
1.00 SKILLED NURSING FACILITY	0	0	0	0	1.00
2.00 NURSING FACILITY	0				2.00
3.00 ICF/IID					3.00
4.00 SNF - BASED HHA I	0	0	0		4.00
5.00 SNF - BASED RHC I	0		0		5.00
6.00 SNF - BASED FOHC I	0		0		6.00
7.00 SNF - BASED CMHC I	0		0		7.00
100.00 TOTAL	0	0	0	0	100.00

The above amounts represent "due to" or "due from" the applicable program for the element of the above complex indicated.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0050. The time required to complete and review the information collection is estimated 673 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX IDENTIFICATION DATA	Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part I Date/Time Prepared: 5/18/2021 12:55 pm
--	-----------------------	---	--

		1.00	2.00	3.00						
Skilled Nursing Facility and Skilled Nursing Facility Complex Address:										
1.00	Street: 11300 FAIR OAKS BOULEVARD	PO Box:	Zip Code: 95628-5172			1.00				
2.00	City: FAIR OAKS	State: CA	Urban/Rural: U			2.00				
3.00	County: SACRAMENTO	CBSA Code: 40900				3.00				
3.01		CBSA Code:				3.01				
		Component Name	Provider CCN	Date Certified	Payment System (P, O, or N)					
					V	XVIII	XIX			
		1.00	2.00	3.00	4.00	5.00	6.00			
SNF and SNF-Based Component Identification:										
4.00	SNF	ESKATON CARE CENTER FAIR OAKS	555153	01/23/1983	N	P	N	4.00		
5.00	Nursing Facility	ESKATON CARE CENTER FAIR OAKS	555153	01/23/1983	N		N	5.00		
6.00	ICF/IID							6.00		
7.00	SNF-Based HHA							7.00		
8.00	SNF-Based RHC							8.00		
9.00	SNF-Based FOHC							9.00		
10.00	SNF-Based CMHC							10.00		
11.00	SNF-Based OLTC							11.00		
12.00	SNF-Based HOSPICE							12.00		
13.00	SNF-Based CORF							13.00		
				From:	To:					
				1.00	2.00					
14.00	Cost Reporting Period (mm/dd/yyyy)				01/01/2020	12/31/2020		14.00		
15.00	Type of Control (See Instructions)				2		15.00			
							Y/N			
							1.00			
Type of Freestanding Skilled Nursing Facility										
16.00	Is this a distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?					Y			16.00	
17.00	Is this a composite distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?					N			17.00	
18.00	Are there any costs included in Worksheet A that resulted from transactions with related organizations as defined in CMS Pub. 15-1, chapter 10? If yes, complete Worksheet A-8-1.					Y			18.00	
Miscellaneous Cost Reporting Information										
19.00	If this is a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.					N			19.00	
19.01	If line 19 is yes, does this cost report meet your contractor's criteria for filing a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.					N			19.01	
Depreciation - Enter the amount of depreciation reported in this SNF for the method indicated on Lines 20 - 22.										
20.00	Straight Line					292,448			20.00	
21.00	Declining Balance					0			21.00	
22.00	Sum of the Year's Digits					0			22.00	
23.00	Sum of line 20 through 22					292,448			23.00	
24.00	If depreciation is funded, enter the balance as of the end of the period.					0			24.00	
25.00	Were there any disposal of capital assets during the cost reporting period? (Y/N)					N			25.00	
26.00	Was accelerated depreciation claimed on any assets in the current or any prior cost reporting period? (Y/N)					N			26.00	
27.00	Did you cease to participate in the Medicare program at end of the period to which this cost report applies? (Y/N)					N			27.00	
28.00	Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? (Y/N)					N			28.00	
					Part A		Part B		Other	
					1.00		2.00		3.00	
If this facility contains a public or non-public provider that qualifies for an exemption from the application of the lower of the costs or charges enter "Y" for each component and type of service that qualifies for the exemption.										
29.00	Skilled Nursing Facility					Y		Y		29.00
30.00	Nursing Facility							N		30.00
31.00	ICF/IID							N		31.00
32.00	SNF-Based HHA					N				32.00
33.00	SNF-Based RHC							N		33.00
34.00	SNF-Based FOHC							N		34.00
35.00	SNF-Based CMHC							N		35.00
36.00	SNF-Based OLTC									36.00
					Y/N					
					1.00		2.00			
37.00	Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients? (Y/N)					N			37.00	
38.00	Are you legally-required to carry malpractice insurance? (Y/N)					Y			38.00	
39.00	Is the malpractice a "claims-made" or "occurrence" policy? If the policy is "claims-made" enter 1. If the policy is "occurrence", enter 2.					1			39.00	

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX IDENTIFICATION DATA

Provider No. : 555153

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part I  
 Date/Time Prepared:  
 5/18/2021 12:55 pm

		Premiums	Paid Losses	Self Insurance	
		1.00	2.00	3.00	
41.00	List malpractice premiums and paid losses:	0	13,005	351,000	41.00
				Y/N	
				1.00	
42.00	Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts.			N	42.00
43.00	Are there any home office costs as defined in CMS Pub. 15-1, Chapter 10?			Y	43.00
44.00	If line 43 is yes, enter the home office chain number and enter the name and address of the home office on lines 45, 46 and 47.			HB0273	44.00
		1.00	2.00	3.00	
If this facility is part of a chain organization, enter the name and address of the home office on the lines below.					
45.00	Name: ESKATON PROERTIES INCORPORATED	Contractor's Name: NORIDIAN		Contractor's Number: 01011	
46.00	Street: 5105 MANZANITA AVENUE	PO Box:			
47.00	City: CARMICHAEL	State: CA		Zip Code: 95608-0598	

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SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX REIMBURSEMENT QUESTIONNAIRE		Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part II Date/Time Prepared: 5/18/2021 12:55 pm	
		Y/N	Date		
		1.00	2.00		
General Instruction: For all column 1 responses enter in column 1, "Y" for Yes or "N" for No. For all the date responses the format will be (mm/dd/yyyy)					
Completed by All Skilled Nursing Facilities					
Provider Organization and Operation					
1.00	Has the provider changed ownership immediately prior to the beginning of the cost reporting period? If column 1 is "Y", enter the date of the change in column 2. (see instructions)	N			1.00
		Y/N	Date	V/I	
		1.00	2.00	3.00	
2.00	Has the provider terminated participation in the Medicare Program? If column 1 is yes, enter in column 2 the date of termination and in column 3, "V" for voluntary or "I" for involuntary.	N			2.00
3.00	Is the provider involved in business transactions, including management contracts, with individuals or entities (e.g., chain home offices, drug or medical supply companies) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships? (see instructions)	N			3.00
		Y/N	Type	Date	
		1.00	2.00	3.00	
Financial Data and Reports					
4.00	Column 1: Were the financial statements prepared by a Certified Public Accountant? (Y/N) Column 2: If yes, enter "A" for Audited, "C" for Compiled, or "R" for Reviewed. Submit complete copy or enter date available in column 3. (see instructions) If no, see instructions.	Y	A	04/30/2021	4.00
5.00	Are the cost report total expenses and total revenues different from those on the filed financial statements? If column 1 is "Y", submit reconciliation.	N			5.00
		Y/N	Legal Oper.		
		1.00	2.00		
Approved Educational Activities					
6.00	Column 1: Were costs claimed for Nursing School? (Y/N) Column 2: Is the provider the legal operator of the program? (Y/N)	N		N	6.00
7.00	Were costs claimed for Allied Health Programs? (Y/N) see instructions.	N			7.00
8.00	Were approvals and/or renewals obtained during the cost reporting period for Nursing School and/or Allied Health Program? (Y/N) see instructions.	N			8.00
		Y/N			
		1.00			
Bad Debts					
9.00	Is the provider seeking reimbursement for bad debts? (Y/N) see instructions.			N	9.00
10.00	If line 9 is "Y", did the provider's bad debt collection policy change during this cost reporting period? If "Y", submit copy.			N	10.00
11.00	If line 9 is "Y", are patient deductibles and/or coinsurance waived? If "Y", see instructions.			N	11.00
Bed Complement					
12.00	Have total beds available changed from prior cost reporting period? If "Y", see instructions.			N	12.00
		Part A		Part B	
		Description	Y/N	Date	Y/N
		0	1.00	2.00	3.00
PS&R Data					
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)	N		N	13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.	N		N	14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.	N		N	15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.	N		N	16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:	N		N	17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.	Y		N	18.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555153

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 12:55 pm

		1.00	2.00	
<b>Cost Report Preparer Contact Information</b>				
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	PATRICIA	SKARSHAUG	19.00
20.00	Enter the employer/company name of the cost report preparer.	ESKATON PROPERTIES, INC		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.	9163340810	PATTY.SKARSHAUG@ESKATON.ORG	21.00

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SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555153

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 12:55 pm

		Part B	
		Date	
		4.00	
<b>PS&amp;R Data</b>			
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)		13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.		14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.		15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.		16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:		17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.		18.00
		3.00	
<b>Cost Report Preparer Contact Information</b>			
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	DIR OF REIMBURSEMENT	19.00
20.00	Enter the employer/company name of the cost report preparer.		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.		21.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX STATISTICAL DATA

Provider No. : 555153

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-3  
 Part I  
 Date/Time Prepared:  
 5/18/2021 12:55 pm

Component		Number of Beds	Bed Days Available	Inpatient Days/Vsits			
				Title V	Title XVIII	Title XIX	
		1.00	2.00	3.00	4.00	5.00	
1.00	SKILLED NURSING FACILITY	72	26,352	0	1,805	11,905	1.00
2.00	NURSING FACILITY	77	28,182	0		22,217	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	149	54,534	0	1,805	34,122	8.00
Component		Inpatient Days/Vsits		Discharges			
		Other	Total	Title V	Title XVIII	Title XIX	
		6.00	7.00	8.00	9.00	10.00	
1.00	SKILLED NURSING FACILITY	7,213	20,923	0	105	40	1.00
2.00	NURSING FACILITY	2,517	24,734	0		17	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	9,730	45,657	0	105	57	8.00
Component		Discharges		Average Length of Stay			
		Other	Total	Title V	Title XVIII	Title XIX	
		11.00	12.00	13.00	14.00	15.00	
1.00	SKILLED NURSING FACILITY	405	550	0.00	17.19	297.63	1.00
2.00	NURSING FACILITY	16	33	0.00		1,306.88	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	421	583	0.00	17.19	1,604.51	8.00
Component		Average Length of Stay		Admissions			
		Total	Title V	Title XVIII	Title XIX	Other	
		16.00	17.00	18.00	19.00	20.00	
1.00	SKILLED NURSING FACILITY	38.04	0	118	49	458	1.00
2.00	NURSING FACILITY	749.52	0		28	6	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	78.31	0	118	77	464	8.00
Component		Admissions		Full Time Equivalent			
		Total	Employees on Payroll	Nonpaid Workers			
		21.00	22.00	23.00			
1.00	SKILLED NURSING FACILITY	625	65.55	0.00			1.00
2.00	NURSING FACILITY	34	71.47	0.00			2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	659	137.02	0.00			8.00

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part II  
Date/Time Prepared:  
5/18/2021 12:55 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART II - DIRECT SALARIES</b>						
<b>SALARIES</b>						
1.00	Total salaries (See Instructions)	9,125,319	0	9,125,319	494,329.31	18.46
2.00	Physician salaries-Part A	0	0	0	0.00	0.00
3.00	Physician salaries-Part B	0	0	0	0.00	0.00
4.00	Home office personnel	0	0	0	0.00	0.00
5.00	Sum of lines 2 through 4	0	0	0	0.00	0.00
6.00	Revised wages (line 1 minus line 5)	9,125,319	0	9,125,319	494,329.31	18.46
7.00	Other Long Term Care					
8.00	HOME HEALTH AGENCY COST					
9.00	CMHC					
10.00	HOSPICE					
11.00	Other excluded areas	0	0	0	0.00	0.00
12.00	Subtotal Excluded salary (Sum of lines 7 through 11)	0	0	0	0.00	0.00
13.00	Total Adjusted Salaries (line 6 minus line 12)	9,125,319	0	9,125,319	494,329.31	18.46
<b>OTHER WAGES &amp; RELATED COSTS</b>						
14.00	Contract Labor: Patient Related & Mgmt	0	0	0	0.00	0.00
15.00	Contract Labor: Physician services-Part A	0	0	0	0.00	0.00
16.00	Home office salaries & wage related costs	0	0	0	0.00	0.00
<b>WAGE-RELATED COSTS</b>						
17.00	Wage-related costs core (See Part IV)	698,087	0	698,087		
18.00	Wage-related costs other (See Part IV)	0	0	0		
19.00	Wage related costs (excluded units)	0	0	0		
20.00	Physician Part A - WRC	0	0	0		
21.00	Physician Part B - WRC	0	0	0		
22.00	Total Adjusted Wage Related cost (see instructions)	698,087	0	698,087		

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part III  
Date/Time Prepared:  
5/18/2021 12:55 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART III - OVERHEAD COST - DIRECT SALARIES</b>						
1.00	Employee Benefits	688,770	0	688,770	36,270.00	18.99 1.00
2.00	Administrative & General	526,942	0	526,942	30,880.00	17.06 2.00
3.00	Plant Operation, Maintenance & Repairs	217,341	0	217,341	13,516.00	16.08 3.00
4.00	Laundry & Linen Service	97,463	0	97,463	5,734.00	17.00 4.00
5.00	Housekeeping	240,259	0	240,259	15,819.00	15.19 5.00
6.00	Dietary	521,371	0	521,371	21,643.00	24.09 6.00
7.00	Nursing Administration	347,643	0	347,643	18,257.00	19.04 7.00
8.00	Central Services and Supply	0	0	0	0.00	0.00 8.00
9.00	Pharmacy	0	0	0	0.00	0.00 9.00
10.00	Medical Records & Medical Records Library	129,062	0	129,062	4,155.00	31.06 10.00
11.00	Social Service	186,335	0	186,335	6,967.00	26.75 11.00
12.00	Nursing and Allied Health Ed. Act.					12.00
13.00	Other General Service	0	0	0	0.00	0.00 13.00
14.00	Total (sum lines 1 thru 13)	2,955,186	0	2,955,186	153,241.00	19.28 14.00

CONFIDENTIAL  
 Johanna Williams  
 jwilliams@hansonbridge.com  
 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023 05:30

SNF WAGE RELATED COSTS	Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet S-3 Part IV Date/Time Prepared: 5/18/2021 12:55 pm
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		Amount Reported	
		1.00	
<b>PART IV - WAGE RELATED COSTS</b>			
<b>Part A - Core List</b>			
<b>RETIREMENT COST</b>			
1.00	401K Employer Contributions	0	1.00
2.00	Tax Sheltered Annuity (TSA) Employer Contribution	0	2.00
3.00	Qualified and Non-Qualified Pension Plan Cost	219,913	3.00
4.00	Prior Year Pension Service Cost	0	4.00
<b>PLAN ADMINISTRATIVE COSTS (Paid to External Organization)</b>			
5.00	401K/TSA Plan Administration Fees	0	5.00
6.00	Legal/Accounting/Management Fees-Pension Plan	0	6.00
7.00	Employee Managed Care Program Administration Fees	0	7.00
<b>HEALTH AND INSURANCE COST</b>			
8.00	Health Insurance (Purchased or Self Funded)	1,466,094	8.00
9.00	Prescription Drug Plan	0	9.00
10.00	Dental, Hearing and Vision Plan	0	10.00
11.00	Life Insurance (If employee is owner or beneficiary)	0	11.00
12.00	Accident Insurance (If employee is owner or beneficiary)	0	12.00
13.00	Disability Insurance (If employee is owner or beneficiary)	0	13.00
14.00	Long-Term Care Insurance (If employee is owner or beneficiary)	0	14.00
15.00	Workers' Compensation Insurance	684,178	15.00
16.00	Retirement Health Care Cost (Only current year, not the extraordinary accrual required by FASB 106. Non cumulative portion)	0	16.00
<b>TAXES</b>			
17.00	FICA-Employers Portion Only	657,692	17.00
18.00	Medicare Taxes - Employers Portion Only	0	18.00
19.00	Unemployment Insurance	79,414	19.00
20.00	State or Federal Unemployment Taxes	0	20.00
<b>OTHER</b>			
21.00	Executive Deferred Compensation	0	21.00
22.00	Day Care Cost and Allowances	0	22.00
23.00	Tuition Reimbursement	0	23.00
24.00	Total Wage Related cost (Sum of lines 1 - 23)	3,107,291	24.00
		Amount Reported	
		1.00	
<b>Part B - Other than Core Related Cost</b>			
25.00	OTHER WAGE RELATED COSTS	698,087	25.00

SNF REPORTING OF DIRECT CARE EXPENDITURES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part V  
Date/Time Prepared:  
5/18/2021 12:55 pm

Occupational Category		Amount Reported	Fringe Benefits	Adjusted Salaries (col. 1 + col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>Direct Salaries</b>							
<b>Nursing Occupations</b>							
1.00	Registered Nurses (RNs)	1,144,077	0	1,144,077	34,164.00	33.49	1.00
2.00	Licensed Practical Nurses (LPNs)	1,965,342	0	1,965,342	75,532.00	26.02	2.00
3.00	Certified Nursing Assistant/Nursing Assistants/Aides	2,021,938	0	2,021,938	168,812.00	11.98	3.00
4.00	Total Nursing (sum of lines 1 through 3)	5,131,357	0	5,131,357	278,508.00	18.42	4.00
5.00	Physical Therapists	0	0	0	0.00	0.00	5.00
6.00	Physical Therapy Assistants	0	0	0	0.00	0.00	6.00
7.00	Physical Therapy Aides	0	0	0	0.00	0.00	7.00
8.00	Occupational Therapists	0	0	0	0.00	0.00	8.00
9.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	9.00
10.00	Occupational Therapy Aides	0	0	0	0.00	0.00	10.00
11.00	Speech Therapists	0	0	0	0.00	0.00	11.00
12.00	Respiratory Therapists	0	0	0	0.00	0.00	12.00
13.00	Other Medical Staff	0	0	0	0.00	0.00	13.00
<b>Contract Labor</b>							
<b>Nursing Occupations</b>							
14.00	Registered Nurses (RNs)	0	0	0	0.00	0.00	14.00
15.00	Licensed Practical Nurses (LPNs)	0	0	0	0.00	0.00	15.00
16.00	Certified Nursing Assistant/Nursing Assistants/Aides	0	0	0	0.00	0.00	16.00
17.00	Total Nursing (sum of lines 14 through 16)	0	0	0	0.00	0.00	17.00
18.00	Physical Therapists	0	0	0	0.00	0.00	18.00
19.00	Physical Therapy Assistants	0	0	0	0.00	0.00	19.00
20.00	Physical Therapy Aides	0	0	0	0.00	0.00	20.00
21.00	Occupational Therapists	0	0	0	0.00	0.00	21.00
22.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	22.00
23.00	Occupational Therapy Aides	0	0	0	0.00	0.00	23.00
24.00	Speech Therapists	0	0	0	0.00	0.00	24.00
25.00	Respiratory Therapists	0	0	0	0.00	0.00	25.00
26.00	Other Medical Staff	0	0	0	0.00	0.00	26.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7

Date/Time Prepared:  
5/18/2021 12:55 pm

	Group	Days	
		1.00	2.00
1.00	RUX		1.00
2.00	RUL		2.00
3.00	RVX		3.00
4.00	RVL		4.00
5.00	RHX		5.00
6.00	RHL		6.00
7.00	RMX		7.00
8.00	RML		8.00
9.00	RLX		9.00
10.00	RUC		10.00
11.00	RUB		11.00
12.00	RUA		12.00
13.00	RVC		13.00
14.00	RVB		14.00
15.00	RVA		15.00
16.00	RHC		16.00
17.00	RHB		17.00
18.00	RHA		18.00
19.00	RMC		19.00
20.00	RMB		20.00
21.00	RMA		21.00
22.00	RLB		22.00
23.00	RLA		23.00
24.00	ES3		24.00
25.00	ES2		25.00
26.00	ES1		26.00
27.00	HE2		27.00
28.00	HE1		28.00
29.00	HD2		29.00
30.00	HD1		30.00
31.00	HC2		31.00
32.00	HC1		32.00
33.00	HB2		33.00
34.00	HB1		34.00
35.00	LE2		35.00
36.00	LE1		36.00
37.00	LD2		37.00
38.00	LD1		38.00
39.00	LC2		39.00
40.00	LC1		40.00
41.00	LB2		41.00
42.00	LB1		42.00
43.00	CE2		43.00
44.00	CE1		44.00
45.00	CD2		45.00
46.00	CD1		46.00
47.00	CC2		47.00
48.00	CC1		48.00
49.00	CB2		49.00
50.00	CB1		50.00
51.00	CA2		51.00
52.00	CA1		52.00
53.00	SE3		53.00
54.00	SE2		54.00
55.00	SE1		55.00
56.00	SSC		56.00
57.00	SSB		57.00
58.00	SSA		58.00
59.00	IB2		59.00
60.00	IB1		60.00
61.00	IA2		61.00
62.00	IA1		62.00
63.00	BB2		63.00
64.00	BB1		64.00
65.00	BA2		65.00
66.00	BA1		66.00
67.00	PE2		67.00
68.00	PE1		68.00
69.00	PD2		69.00
70.00	PD1		70.00
71.00	PC2		71.00
72.00	PC1		72.00
73.00	PB2		73.00
74.00	PB1		74.00
75.00	PA2		75.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7

Date/Time Prepared:  
5/18/2021 12:55 pm

		Group	Days	
76.00		1.00	2.00	
99.00		PA1		76.00
100.00	TOTAL	AAA		99.00
				100.00
		Expenses	Percentage	Y/N
		1.00	2.00	3.00

A notice published in the Federal Register Volume 68, No. 149 August 4, 2003 provided for an increase in the RUG payments beginning 10/01/2003. Congress expected this increase to be used for direct patient care and related expenses. For lines 101 through 106: Enter in column 1 the amount of the expense for each category. Enter in column 2 the percentage of total expenses for each category to total SNF revenue from Worksheet G-2, Part I, line 1, column 3. Indicate in column 3 "Y" for yes or "N" for no if the spending reflects increases associated with direct patient care and related expenses for each category. (If column 2 is zero, enter N/A in column 3) (See instructions)

101.00	Staffing				101.00
102.00	Recruitment				102.00
103.00	Retention of employees				103.00
104.00	Training				104.00
105.00	OTHER (SPECIFY)				105.00
106.00	Total SNF revenue (Worksheet G-2, Part I, line 1, column 3)				106.00



RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		Salaries	Other	Total (col. 1 + col. 2)	Reclassifications Increase/Decrease (Fr Wkst A-6)	Reclassified Trial Balance (col. 3 +- col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100		184,856	184,856	59,405	244,261	1.00
2.00	00200		112,174	112,174	0	112,174	2.00
3.00	00300	688,770	2,384,546	3,073,316	657,692	3,731,008	3.00
4.00	00400	526,942	2,881,800	3,408,742	363,681	3,772,423	4.00
5.00	00500	217,341	478,239	695,580	-17,044	678,536	5.00
6.00	00600	97,463	30,626	128,089	-7,822	120,267	6.00
7.00	00700	240,259	104,925	345,184	-19,513	325,671	7.00
8.00	00800	521,371	458,851	980,222	-41,372	938,850	8.00
9.00	00900	347,643	33,720	381,363	-32,015	349,348	9.00
10.00	01000	0	0	0	0	0	10.00
11.00	01100	0	0	0	0	0	11.00
12.00	01200	129,062	11,967	141,029	-10,381	130,648	12.00
13.00	01300	186,335	28,597	214,932	-15,525	199,407	13.00
14.00	01400	0	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	2,962,403	694,097	3,656,500	-229,819	3,426,681	30.00
31.00	03100	2,096,745	676,668	2,773,413	-165,536	2,607,877	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	40,499	40,499	0	40,499	40.00
41.00	04100	0	101,977	101,977	0	101,977	41.00
42.00	04200	0	44,099	44,099	0	44,099	42.00
43.00	04300	0	32,039	32,039	0	32,039	43.00
44.00	04400	478,305	42,305	520,610	-39,527	481,083	44.00
45.00	04500	516,264	45,721	561,985	-39,058	522,927	45.00
46.00	04600	116,416	9,698	126,114	-9,698	116,416	46.00
48.00	04800	0	67	67	0	67	48.00
49.00	04900	0	321,622	321,622	0	321,622	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000		394,063	394,063	-394,063	0	80.00
81.00	08100		59,405	59,405	-59,405	0	81.00
89.00		9,125,319	9,172,561	18,297,880	0	18,297,880	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	7,210	7,210	0	7,210	91.00
100.00		9,125,319	9,179,771	18,305,090	0	18,305,090	100.00

RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		Adjustments to Expenses (Fr Wkst A-8)	Net Expenses For Allocation (col. 5 +- col. 6)	
		6.00	7.00	
<b>GENERAL SERVICE COST CENTERS</b>				
1.00	00100 CAP REL COSTS - BLDGS & FIXTURES	0	244,261	1.00
2.00	00200 CAP REL COSTS - MOVABLE EQUIPMENT	0	112,174	2.00
3.00	00300 EMPLOYEE BENEFITS	-1,429,102	2,301,906	3.00
4.00	00400 ADMINISTRATIVE & GENERAL	315,072	4,087,495	4.00
5.00	00500 PLANT OPERATION, MAINT. & REPAIRS	0	678,536	5.00
6.00	00600 LAUNDRY & LINEN SERVICE	0	120,267	6.00
7.00	00700 HOUSEKEEPING	0	325,671	7.00
8.00	00800 DIETARY	-3,635	935,215	8.00
9.00	00900 NURSING ADMINISTRATION	0	349,348	9.00
10.00	01000 CENTRAL SERVICES & SUPPLY	0	0	10.00
11.00	01100 PHARMACY	0	0	11.00
12.00	01200 MEDICAL RECORDS & LIBRARY	-105	130,543	12.00
13.00	01300 SOCIAL SERVICE	0	199,407	13.00
14.00	01400 NURSING AND ALLIED HEALTH EDUCATION	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>				
30.00	03000 SKILLED NURSING FACILITY	0	3,426,681	30.00
31.00	03100 NURSING FACILITY	0	2,607,877	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>				
40.00	04000 RADIOLOGY	0	40,499	40.00
41.00	04100 LABORATORY	0	101,977	41.00
42.00	04200 INTRAVENOUS THERAPY	0	44,099	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	0	32,039	43.00
44.00	04400 PHYSICAL THERAPY	0	481,083	44.00
45.00	04500 OCCUPATIONAL THERAPY	0	522,927	45.00
46.00	04600 SPEECH PATHOLOGY	0	116,416	46.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	0	67	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	0	321,622	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>				
60.00	06000 CLINIC	0	0	60.00
61.00	06100 RURAL HEALTH CLINIC	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>				
80.00	08000 MALPRACTICE PREMIUMS & PAID LOSSES	0	0	80.00
81.00	08100 INTEREST EXPENSE	0	0	81.00
89.00	SUBTOTALS (sum of lines 1-84)	-1,117,770	17,180,110	89.00
<b>NONREIMBURSABLE COST CENTERS</b>				
90.00	09000 GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	90.00
91.00	09100 BARBER AND BEAUTY SHOP	0	7,210	91.00
100.00	TOTAL	-1,117,770	17,187,320	100.00

		Increases				
		Cost Center	Line #	Salary	Non Salary	
	(1) A - INTEREST EXPENSE	2.00	3.00	4.00	5.00	
1.00		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	52,224	1.00
	(1) B - MALPRACTICE					
2.00		ADMINISTRATIVE & GENERAL	4.00	0	394,063	2.00
	(1) D - RECLASS CAPITAL FEES					
3.00		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	7,181	3.00
	(1) E - BENEFIT RECLASS					
4.00		EMPLOYEE BENEFITS	3.00	0	657,692	4.00
5.00			0.00	0	0	5.00
6.00			0.00	0	0	6.00
7.00			0.00	0	0	7.00
8.00			0.00	0	0	8.00
9.00			0.00	0	0	9.00
10.00			0.00	0	0	10.00
11.00			0.00	0	0	11.00
12.00			0.00	0	0	12.00
13.00			0.00	0	0	13.00
14.00			0.00	0	0	14.00
15.00			0.00	0	0	15.00
16.00			0.00	0	0	16.00
	<b>TOTALS</b>					
100.00		Total Reclassifications (Sum of columns 4 and 5 must equal sum of columns 8 and 9)		0	1,111,160	100.00

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
 (2) Transfer to Worksheet A, col. 5, line as appropriate.

		Decreases				
		Cost Center	Line #	Salary	Non Salary	
		6.00	7.00	8.00	9.00	
	(1) A - INTEREST EXPENSE					
1.00		INTEREST EXPENSE	81.00	0	52,224	1.00
	(1) B - MALPRACTICE					
2.00		MALPRACTICE PREMIUMS & PAID LOSSES	80.00	0	394,063	2.00
	(1) D - RECLASS CAPITAL FEES					
3.00		INTEREST EXPENSE	81.00	0	7,181	3.00
	(1) E - BENEFIT RECLASS					
4.00		ADMINISTRATIVE & GENERAL	4.00	0	30,382	4.00
5.00		PLANT OPERATION, MAINT. & REPAIRS	5.00	0	17,044	5.00
6.00		LAUNDRY & LINEN SERVICE	6.00	0	7,822	6.00
7.00		HOUSEKEEPING	7.00	0	19,513	7.00
8.00		DIETARY	8.00	0	41,372	8.00
9.00		NURSING ADMINISTRATION	9.00	0	32,015	9.00
10.00		MEDICAL RECORDS & LIBRARY	12.00	0	10,381	10.00
11.00		SOCIAL SERVICE	13.00	0	15,525	11.00
12.00		SKILLED NURSING FACILITY	30.00	0	229,819	12.00
13.00		NURSING FACILITY	31.00	0	165,536	13.00
14.00		PHYSICAL THERAPY	44.00	0	39,527	14.00
15.00		OCCUPATIONAL THERAPY	45.00	0	39,058	15.00
16.00		SPEECH PATHOLOGY	46.00	0	9,698	16.00
	TOTALS			0	1,111,160	100.00

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
(2) Transfer to Worksheet A, col. 5, line as appropriate.

RECONCILIATION OF CAPITAL COSTS CENTERS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-7

Date/Time Prepared:  
5/18/2021 12:55 pm

Description	Beginning Balances	Acquisitions			Disposals and Retirements	
		Purchases	Donation	Total		
	1.00	2.00	3.00	4.00	5.00	
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
1.00 Land	832,122	0	0	0	0	1.00
2.00 Land Improvements	549,654	0	0	0	0	2.00
3.00 Buildings and Fixtures	5,706,342	0	0	0	0	3.00
4.00 Building Improvements	4,402,301	0	0	0	0	4.00
5.00 Fixed Equipment	0	0	0	0	0	5.00
6.00 Movable Equipment	2,718,234	0	0	0	0	6.00
7.00 Subtotal (sum of lines 1-6)	14,208,653	0	0	0	0	7.00
8.00 Reconciling Items	0	0	0	0	0	8.00
9.00 Total (line 7 minus line 8)	14,208,653	0	0	0	0	9.00
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
Description	Ending Balance	Fully Depreciated Assets				
	6.00	7.00				
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
1.00 Land	832,122	0				
2.00 Land Improvements	549,654	0				
3.00 Buildings and Fixtures	5,706,342	0				
4.00 Building Improvements	4,402,301	0				
5.00 Fixed Equipment	0	0				
6.00 Movable Equipment	2,718,234	0				
7.00 Subtotal (sum of lines 1-6)	14,208,653	0				
8.00 Reconciling Items	0	0				
9.00 Total (line 7 minus line 8)	14,208,653	0				

Description (1)	(2) Basis For Adjustment	Amount	Expense Classification on Worksheet A To/From Which the Amount is to be Adjusted			
			Cost Center		Line No.	
			1.00	2.00	3.00	4.00
1.00 Investment income on restricted funds (chapter 2)		0			0.00	1.00
2.00 Trade, quantity, and time discounts (chapter 8)		0			0.00	2.00
3.00 Refunds and rebates of expenses (chapter 8)		0			0.00	3.00
4.00 Rental of provider space by suppliers (chapter 8)		0			0.00	4.00
5.00 Telephone services (pay stations excluded) (chapter 21)		0			0.00	5.00
6.00 Television and radio service (chapter 21)	A	-2,077		ADMINISTRATIVE & GENERAL	4.00	6.00
7.00 Parking lot (chapter 21)		0			0.00	7.00
8.00 Remuneration applicable to provider-based physician adjustment	A-8-2	0				8.00
9.00 Home office cost (chapter 21)		0			0.00	9.00
10.00 Sale of scrap, waste, etc. (chapter 23)		0			0.00	10.00
11.00 Nonallowable costs related to certain Capital expenditures (chapter 24)		0			0.00	11.00
12.00 Adjustment resulting from transactions with related organizations (chapter 10)	A-8-1	470,635				12.00
13.00 Laundry and linen service		0			0.00	13.00
14.00 Revenue - Employee meals	B	-3,635		DIETARY	8.00	14.00
15.00 Cost of meals - Guests		0			0.00	15.00
16.00 Sale of medical supplies to other than patients		0			0.00	16.00
17.00 Sale of drugs to other than patients		0			0.00	17.00
18.00 Sale of medical records and abstracts	B	-105		MEDICAL RECORDS & LIBRARY	12.00	18.00
19.00 Vending machines		0			0.00	19.00
20.00 Income from imposition of interest, finance or penalty charges (chapter 21)		0			0.00	20.00
21.00 Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			0.00	21.00
22.00 Utilization review--physicians' compensation (chapter 21)		0		*** Cost Center Deleted ***	82.00	22.00
23.00 Depreciation--buildings and fixtures		0		OCAP REL COSTS - BLDGS & FIXTURES	1.00	23.00
24.00 Depreciation--movable equipment		0		OCAP REL COSTS - MOVABLE EQUIPMENT	2.00	24.00
25.00 HEALTH PREMIUMS TO CASH BASIS	A	-819,767		EMPLOYEE BENEFITS	3.00	25.00
25.01 OTHER OP REVENUE	B	-2,419		ADMINISTRATIVE & GENERAL	4.00	25.01
25.02 WORK COMP AND SUI	A	-609,335		EMPLOYEE BENEFITS	3.00	25.02
25.03 BAD DEBTS	A	-151,067		ADMINISTRATIVE & GENERAL	4.00	25.03
100.00 Total (sum of lines 1 through 99) (Transfer to Worksheet A, col. 6, line 100)		-1,117,770				100.00

(1) Description - all chapter references in this column pertain to CMS Pub. 15-1.

(2) Basis for adjustment (see instructions).

A. Costs - if cost, including applicable overhead, can be determined.

B. Amount Received - if cost cannot be determined.

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 12:55 pm

		Line No.	Cost Center	Expense Items	
		1.00	2.00	3.00	
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:					
1.00		4.00	ADMINISTRATIVE & GENERAL	ADMINISTRATIVE SUPPORT	1.00
2.00		0.00			2.00
3.00		0.00			3.00
4.00		0.00			4.00
5.00		0.00			5.00
6.00		0.00			6.00
7.00		0.00			7.00
8.00		0.00			8.00
9.00		0.00			9.00
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.	0.00			10.00
		Amount Allowable In Cost	Amount Included in Wkst. A, col. 5	Adjustments (col. 4 minus col. 5)	
		4.00	5.00	6.00	
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:					
1.00		1,634,423	1,163,788	470,635	1.00
2.00		0	0	0	2.00
3.00		0	0	0	3.00
4.00		0	0	0	4.00
5.00		0	0	0	5.00
6.00		0	0	0	6.00
7.00		0	0	0	7.00
8.00		0	0	0	8.00
9.00		0	0	0	9.00
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.	1,634,423	1,163,788	470,635	10.00

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 12:55 pm

Symbol (1)	Name	Percentage of Ownership
1.00	2.00	3.00

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	B	ESKATON PROP IN	100.00	1.00
2.00			0.00	2.00
3.00			0.00	3.00
4.00			0.00	4.00
5.00			0.00	5.00
6.00			0.00	6.00
7.00			0.00	7.00
8.00			0.00	8.00
9.00			0.00	9.00
10.00			0.00	10.00
100.00	G. Other (financial or non-financial) specify:		0.00	100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.

Related Organization(s) and/or Home Office			
Name	Percentage of Ownership	Type of Business	
4.00	5.00	6.00	

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	ESKATON PROPERTIES, INC	100.00	HEALTH/HOUSING	1.00
2.00		0.00		2.00
3.00		0.00		3.00
4.00		0.00		4.00
5.00		0.00		5.00
6.00		0.00		6.00
7.00		0.00		7.00
8.00		0.00		8.00
9.00		0.00		9.00
10.00		0.00		10.00
100.00	G. Other (financial or non-financial) specify:	0.00		100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.



COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description	Net Expenses for Cost Allocation (from Wkst A col. 7)	CAPITAL RELATED COSTS		EMPLOYEE BENEFITS	Subtotal	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
	0	1.00	2.00	3.00	3A	
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	244,261	244,261			1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT	112,174		112,174		2.00
3.00 00300	EMPLOYEE BENEFITS	2,301,906	2,790	1,281	2,305,977	3.00
4.00 00400	ADMINISTRATIVE & GENERAL	4,087,495	41,052	18,853	144,030	4,291,430
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	678,536	6,830	3,137	59,406	747,909
6.00 00600	LAUNDRY & LINEN SERVICE	120,267	5,375	2,469	26,640	154,751
7.00 00700	HOUSEKEEPING	325,671	2,658	1,221	65,670	395,220
8.00 00800	DIETARY	935,215	23,148	10,630	142,507	1,111,500
9.00 00900	NURSING ADMINISTRATION	349,348	2,580	1,185	95,022	448,135
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0
11.00 01100	PHARMACY	0	0	0	0	0
12.00 01200	MEDICAL RECORDS & LIBRARY	130,543	928	426	35,277	167,174
13.00 01300	SOCIAL SERVICE	199,407	10,380	4,767	50,931	265,485
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	3,426,681	68,392	31,406	809,719	4,336,198
31.00 03100	NURSING FACILITY	2,607,877	65,954	30,289	573,108	3,277,228
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	40,499	0	0	0	40,499
41.00 04100	LABORATORY	101,977	0	0	0	101,977
42.00 04200	INTRAVENOUS THERAPY	44,099	0	0	0	44,099
43.00 04300	OXYGEN (INHALATION) THERAPY	32,039	263	121	0	32,423
44.00 04400	PHYSICAL THERAPY	481,083	7,566	3,475	130,736	622,860
45.00 04500	OCCUPATIONAL THERAPY	522,927	4,454	2,045	141,111	670,537
46.00 04600	SPEECH PATHOLOGY	116,416	718	330	31,820	149,284
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	67	712	327	0	1,106
49.00 04900	DRUGS CHARGED TO PATIENTS	321,622	461	212	0	322,295
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
89.00	SUBTOTALS (sum of lines 1-84)	17,180,110	244,261	112,174	2,305,977	17,180,110
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0
91.00 09100	BARBER AND BEAUTY SHOP	7,210	0	0	0	7,210
98.00	Cross Foot Adjustments	0	0	0	0	0
99.00	Negative Cost Centers	0	0	0	0	0
100.00	TOTAL	17,187,320	244,261	112,174	2,305,977	17,187,320

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL	4,291,430				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	248,885	996,794			5.00
6.00	00600	LAUNDRY & LINEN SERVICE	51,497	27,678	233,926		6.00
7.00	00700	HOUSEKEEPING	131,519	13,685	0	540,424	7.00
8.00	00800	DIETARY	369,879	119,190	0	0	1,600,569
9.00	00900	NURSING ADMINISTRATION	149,128	13,284	0	0	0
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0
11.00	01100	PHARMACY	0	0	0	0	0
12.00	01200	MEDICAL RECORDS & LIBRARY	55,631	4,777	0	0	0
13.00	01300	SOCIAL SERVICE	88,347	53,446	0	0	0
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	1,442,980	352,147	115,668	261,144	791,423
31.00	03100	NURSING FACILITY	1,090,580	339,600	118,258	279,280	809,146
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	13,477	0	0	0	0
41.00	04100	LABORATORY	33,935	0	0	0	0
42.00	04200	INTRAVENOUS THERAPY	14,675	0	0	0	0
43.00	04300	OXYGEN (INHALATION) THERAPY	10,790	1,356	0	0	0
44.00	04400	PHYSICAL THERAPY	207,272	38,959	0	0	0
45.00	04500	OCCUPATIONAL THERAPY	223,138	22,932	0	0	0
46.00	04600	SPEECH PATHOLOGY	49,678	3,699	0	0	0
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	368	3,668	0	0	0
49.00	04900	DRUGS CHARGED TO PATIENTS	107,252	2,373	0	0	0
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	0
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	4,289,031	996,794	233,926	540,424	1,600,569
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0
91.00	09100	BARBER AND BEAUTY SHOP	2,399	0	0	0	0
98.00		Cross Foot Adjustments	0	0	0	0	0
99.00		Negative Cost Centers	0	0	0	0	0
100.00		TOTAL	4,291,430	996,794	233,926	540,424	1,600,569

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		NURSING ADMINISTRATIVE	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	610,547					9.00
10.00	01000	0	0				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	227,582		12.00
13.00	01300	0	0	0	0	407,278	13.00
14.00	01400	0	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	295,029	0	0	109,973	196,805	30.00
31.00	03100	315,518	0	0	117,609	210,473	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
89.00		610,547	0	0	227,582	407,278	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	0	0	0	0	91.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00	TOTAL	610,547	0	0	227,582	407,278	100.00

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		NURSING AND ALLIED HEALTH EDUCATION	Subtotal	Post Stepdown Adjustments	Total	
		14.00	16.00	17.00	18.00	
<b>GENERAL SERVICE COST CENTERS</b>						
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES				1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT				2.00
3.00	00300	EMPLOYEE BENEFITS				3.00
4.00	00400	ADMINISTRATIVE & GENERAL				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS				5.00
6.00	00600	LAUNDRY & LINEN SERVICE				6.00
7.00	00700	HOUSEKEEPING				7.00
8.00	00800	DIETARY				8.00
9.00	00900	NURSING ADMINISTRATION				9.00
10.00	01000	CENTRAL SERVICES & SUPPLY				10.00
11.00	01100	PHARMACY				11.00
12.00	01200	MEDICAL RECORDS & LIBRARY				12.00
13.00	01300	SOCIAL SERVICE				13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0			14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00	03000	SKILLED NURSING FACILITY	0	7,901,367	0	7,901,367
31.00	03100	NURSING FACILITY	0	6,557,692	0	6,557,692
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000	RADIOLOGY	0	53,976	0	53,976
41.00	04100	LABORATORY	0	135,912	0	135,912
42.00	04200	INTRAVENOUS THERAPY	0	58,774	0	58,774
43.00	04300	OXYGEN (INHALATION) THERAPY	0	44,569	0	44,569
44.00	04400	PHYSICAL THERAPY	0	869,091	0	869,091
45.00	04500	OCCUPATIONAL THERAPY	0	916,607	0	916,607
46.00	04600	SPEECH PATHOLOGY	0	202,661	0	202,661
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	5,142	0	5,142
49.00	04900	DRUGS CHARGED TO PATIENTS	0	431,920	0	431,920
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000	CLINIC	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES				80.00
81.00	08100	INTEREST EXPENSE				81.00
89.00		SUBTOTALS (sum of lines 1-84)	0	17,177,711	0	17,177,711
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	9,609	0	9,609
98.00		Cross Foot Adjustments	0	0	0	98.00
99.00		Negative Cost Centers	0	0	0	99.00
100.00		TOTAL	0	17,187,320	0	17,187,320

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description	Directly Assigned New Capital Related Costs	CAPITAL RELATED COSTS		Subtotal	EMPLOYEE BENEFITS	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
		1.00	2.00			
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00 00300	EMPLOYEE BENEFITS	0	2,790	1,281	4,071	4,071 3.00
4.00 00400	ADMINISTRATIVE & GENERAL	0	41,052	18,853	59,905	255 4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	0	6,830	3,137	9,967	105 5.00
6.00 00600	LAUNDRY & LINEN SERVICE	0	5,375	2,469	7,844	47 6.00
7.00 00700	HOUSEKEEPING	0	2,658	1,221	3,879	116 7.00
8.00 00800	DIETARY	0	23,148	10,630	33,778	252 8.00
9.00 00900	NURSING ADMINISTRATION	0	2,580	1,185	3,765	168 9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0 10.00
11.00 01100	PHARMACY	0	0	0	0	0 11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	0	928	426	1,354	62 12.00
13.00 01300	SOCIAL SERVICE	0	10,380	4,767	15,147	90 13.00
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0 14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	0	68,392	31,406	99,798	1,427 30.00
31.00 03100	NURSING FACILITY	0	65,954	30,289	96,243	1,013 31.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	0	0	0	0	0 40.00
41.00 04100	LABORATORY	0	0	0	0	0 41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	0 42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	0	263	121	384	0 43.00
44.00 04400	PHYSICAL THERAPY	0	7,566	3,475	11,041	231 44.00
45.00 04500	OCCUPATIONAL THERAPY	0	4,454	2,045	6,499	249 45.00
46.00 04600	SPEECH PATHOLOGY	0	718	330	1,048	56 46.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	712	327	1,039	0 48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	0	461	212	673	0 49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0 60.00
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0 61.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
89.00	SUBTOTALS (sum of lines 1-84)	0	244,261	112,174	356,435	4,071 89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0 90.00
91.00 09100	BARBER AND BEAUTY SHOP	0	0	0	0	0 91.00
98.00	Cross Foot Adjustments				0	98.00
99.00	Negative Cost Centers		0	0	0	99.00
100.00	TOTAL	0	244,261	112,174	356,435	4,071 100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400	60,160					4.00
5.00	00500	3,489	13,561				5.00
6.00	00600	722	377	8,990			6.00
7.00	00700	1,844	186	0	6,025		7.00
8.00	00800	5,185	1,622	0	0	40,837	8.00
9.00	00900	2,091	181	0	0	0	9.00
10.00	01000	0	0	0	0	0	10.00
11.00	01100	0	0	0	0	0	11.00
12.00	01200	780	65	0	0	0	12.00
13.00	01300	1,238	727	0	0	0	13.00
14.00	01400	0	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	20,228	4,791	4,445	2,911	20,192	30.00
31.00	03100	15,288	4,620	4,545	3,114	20,645	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	189	0	0	0	0	40.00
41.00	04100	476	0	0	0	0	41.00
42.00	04200	206	0	0	0	0	42.00
43.00	04300	151	18	0	0	0	43.00
44.00	04400	2,906	530	0	0	0	44.00
45.00	04500	3,128	312	0	0	0	45.00
46.00	04600	696	50	0	0	0	46.00
48.00	04800	5	50	0	0	0	48.00
49.00	04900	1,504	32	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
89.00		60,126	13,561	8,990	6,025	40,837	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	34	0	0	0	0	91.00
98.00				0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00		60,160	13,561	8,990	6,025	40,837	100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		NURSING ADMINISTRATION	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	6,205					9.00
10.00	01000	0	0				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	2,261		12.00
13.00	01300	0	0	0	0	17,202	13.00
14.00	01400	0	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	2,998	0	0	1,093	8,312	30.00
31.00	03100	3,207	0	0	1,168	8,890	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
89.00		6,205	0	0	2,261	17,202	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	0	0	0	0	91.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00	TOTAL	6,205	0	0	2,261	17,202	100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		NURSING AND ALLIED HEALTH EDUCATION	Subtotal	Post Step-Down Adjustments	Total	
		14.00	16.00	17.00	18.00	
<b>GENERAL SERVICE COST CENTERS</b>						
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES				1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT				2.00
3.00	00300	EMPLOYEE BENEFITS				3.00
4.00	00400	ADMINISTRATIVE & GENERAL				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS				5.00
6.00	00600	LAUNDRY & LINEN SERVICE				6.00
7.00	00700	HOUSEKEEPING				7.00
8.00	00800	DIETARY				8.00
9.00	00900	NURSING ADMINISTRATION				9.00
10.00	01000	CENTRAL SERVICES & SUPPLY				10.00
11.00	01100	PHARMACY				11.00
12.00	01200	MEDICAL RECORDS & LIBRARY				12.00
13.00	01300	SOCIAL SERVICE				13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0			14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00	03000	SKILLED NURSING FACILITY	0	166,195	0	166,195
31.00	03100	NURSING FACILITY	0	158,733	0	158,733
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000	RADIOLOGY	0	189	0	189
41.00	04100	LABORATORY	0	476	0	476
42.00	04200	INTRAVENOUS THERAPY	0	206	0	206
43.00	04300	OXYGEN (INHALATION) THERAPY	0	553	0	553
44.00	04400	PHYSICAL THERAPY	0	14,708	0	14,708
45.00	04500	OCCUPATIONAL THERAPY	0	10,188	0	10,188
46.00	04600	SPEECH PATHOLOGY	0	1,850	0	1,850
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	1,094	0	1,094
49.00	04900	DRUGS CHARGED TO PATIENTS	0	2,209	0	2,209
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000	CLINIC	0	0	0	0
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES				80.00
81.00	08100	INTEREST EXPENSE				81.00
89.00		SUBTOTALS (sum of lines 1-84)	0	356,401	0	356,401
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0
91.00	09100	BARBER AND BEAUTY SHOP	0	34	0	34
98.00		Cross Foot Adjustments	0	0	0	0
99.00		Negative Cost Centers	0	0	0	0
100.00		TOTAL	0	356,435	0	356,435



COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description	CAPITAL RELATED COSTS			EMPLOYEE BENEFITS (GROSS SALARIES)	Reconciliation	ADMINISTRATIVE & GENERAL (ACCUM. COST)	
	BLDGS & FIXTURES (SQUARE FEET)	MOVABLE EQUIPMENT (SQUARE FEET)					
	1.00	2.00	3.00				
<b>GENERAL SERVICE COST CENTERS</b>							
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	40,805					1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT		40,805				2.00
3.00 00300	EMPLOYEE BENEFITS	466	466	8,436,549			3.00
4.00 00400	ADMINISTRATIVE & GENERAL	6,858	6,858	526,942	-4,291,430	12,895,890	4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	1,141	1,141	217,341	0	747,909	5.00
6.00 00600	LAUNDRY & LINEN SERVICE	898	898	97,463	0	154,751	6.00
7.00 00700	HOUSEKEEPING	444	444	240,259	0	395,220	7.00
8.00 00800	DIETARY	3,867	3,867	521,371	0	1,111,500	8.00
9.00 00900	NURSING ADMINISTRATION	431	431	347,643	0	448,135	9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0	10.00
11.00 01100	PHARMACY	0	0	0	0	0	11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	155	155	129,062	0	167,174	12.00
13.00 01300	SOCIAL SERVICE	1,734	1,734	186,335	0	265,485	13.00
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00 03000	SKILLED NURSING FACILITY	11,425	11,425	2,962,403	0	4,336,198	30.00
31.00 03100	NURSING FACILITY	11,018	11,018	2,096,745	0	3,277,228	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00 04000	RADIOLOGY	0	0	0	0	40,499	40.00
41.00 04100	LABORATORY	0	0	0	0	101,977	41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	44,099	42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	44	44	0	0	32,423	43.00
44.00 04400	PHYSICAL THERAPY	1,264	1,264	478,305	0	622,860	44.00
45.00 04500	OCCUPATIONAL THERAPY	744	744	516,264	0	670,537	45.00
46.00 04600	SPEECH PATHOLOGY	120	120	116,416	0	149,284	46.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	119	119	0	0	1,106	48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	77	77	0	0	322,295	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00 06000	CLINIC	0	0	0	0	0	60.00
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0	61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES						80.00
81.00 08100	INTEREST EXPENSE						81.00
89.00	SUBTOTALS (sum of lines 1-84)	40,805	40,805	8,436,549	-4,291,430	12,888,680	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0	90.00
91.00 09100	BARBER AND BEAUTY SHOP	0	0	0	0	7,210	91.00
98.00	Cross Foot Adjustments						98.00
99.00	Negative Cost Centers						99.00
102.00	Cost to be allocated (per Wkst. B, Part I)	244,261	112,174	2,305,977		4,291,430	102.00
103.00	Unit cost multiplier (Wkst. B, Part I)	5.986056	2.749026	0.273332		0.332775	103.00
104.00	Cost to be allocated (per Wkst. B, Part II)			4,071		60,160	104.00
105.00	Unit cost multiplier (Wkst. B, Part II)			0.000483		0.004665	105.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		PLANT OPERATION, MAINT. & REPAIRS (SQUARE FEET)	LAUNDRY & LINEN SERVICE (POUNDS OF LAUNDRY)	HOUSEKEEPING (HOURS OF SERVICE)	DIETARY (MEALS SERVED)	NURSING ADMINISTRATION (DIRECT NRSNG HRS)	
		5.00	6.00	7.00	8.00	9.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL					4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	32,340				5.00
6.00	00600	LAUNDRY & LINEN SERVICE	898	125,985			6.00
7.00	00700	HOUSEKEEPING	444	0	149		7.00
8.00	00800	DIETARY	3,867	0	0	151,182	8.00
9.00	00900	NURSING ADMINISTRATION	431	0	0	0	149
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0
11.00	01100	PHARMACY	0	0	0	0	0
12.00	01200	MEDICAL RECORDS & LIBRARY	155	0	0	0	0
13.00	01300	SOCIAL SERVICE	1,734	0	0	0	0
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	11,425	62,295	72	74,754	72
31.00	03100	NURSING FACILITY	11,018	63,690	77	76,428	77
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	0	0	0	0	0
41.00	04100	LABORATORY	0	0	0	0	0
42.00	04200	INTRAVENOUS THERAPY	0	0	0	0	0
43.00	04300	OXYGEN (INHALATION) THERAPY	44	0	0	0	0
44.00	04400	PHYSICAL THERAPY	1,264	0	0	0	0
45.00	04500	OCCUPATIONAL THERAPY	744	0	0	0	0
46.00	04600	SPEECH PATHOLOGY	120	0	0	0	0
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	119	0	0	0	0
49.00	04900	DRUGS CHARGED TO PATIENTS	77	0	0	0	0
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	0
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	32,340	125,985	149	151,182	149
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	0
98.00		Cross Foot Adjustments					98.00
99.00		Negative Cost Centers					99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	996,794	233,926	540,424	1,600,569	610,547
103.00		Unit cost multiplier (Wkst. B, Part I)	30.822325	1.856777	3,627.006711	10.587034	4,097.630872
104.00		Cost to be allocated (per Wkst. B, Part II)	13,561	8,990	6,025	40,837	6,205
105.00		Unit cost multiplier (Wkst. B, Part II)	0.419326	0.071358	40.436242	0.270118	41.644295

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		CENTRAL SERVICES & SUPPLY (COSTED REQUIS.)	PHARMACY (COSTED REQUIS.)	MEDICAL RECORDS & LIBRARY (TIME SPENT)	SOCIAL SERVICE (TIME SPENT)	NURSING AND ALLIED HEALTH EDUCATION (ASSIGNED TIME)	
		10.00	11.00	12.00	13.00	14.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL					4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS					5.00
6.00	00600	LAUNDRY & LINEN SERVICE					6.00
7.00	00700	HOUSEKEEPING					7.00
8.00	00800	DIETARY					8.00
9.00	00900	NURSING ADMINISTRATION					9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0				10.00
11.00	01100	PHARMACY	0	149			11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	0	0	149		12.00
13.00	01300	SOCIAL SERVICE	0	0	0	149	13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	14.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	0	72	72	72	0 30.00
31.00	03100	NURSING FACILITY	0	77	77	77	0 31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	0	0	0	0	0 40.00
41.00	04100	LABORATORY	0	0	0	0	0 41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	0	0	0 42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	0	0	0	0	0 43.00
44.00	04400	PHYSICAL THERAPY	0	0	0	0	0 44.00
45.00	04500	OCCUPATIONAL THERAPY	0	0	0	0	0 45.00
46.00	04600	SPEECH PATHOLOGY	0	0	0	0	0 46.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	0	0	0	0 48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	0	0	0	0	0 49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0		0	0	0 60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	0 61.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	0	149	149	149	0 89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0 90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	0 91.00
98.00		Cross Foot Adjustments					98.00
99.00		Negative Cost Centers					99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	0	0	227,582	407,278	0 102.00
103.00		Unit cost multiplier (Wkst. B, Part I)	0.000000	0.000000	1,527.395973	2,733.409396	0.000000 103.00
104.00		Cost to be allocated (per Wkst. B, Part II)	0	0	2,261	17,202	0 104.00
105.00		Unit cost multiplier (Wkst. B, Part II)	0.000000	0.000000	15.174497	115.449664	0.000000 105.00

RATIO OF COST TO CHARGES FOR ANCILLARY AND OUTPATIENT COST CENTERS		Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet C Date/Time Prepared: 5/18/2021 12:55 pm
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Cost Center Description		Total (from Wkst. B, Pt 1, col. 18)	Total Charges	Ratio (col. 1 divided by col. 2)	
		1.00	2.00	3.00	
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00	04000 RADIOLOGY	53,976	79,079	0.682558	40.00
41.00	04100 LABORATORY	135,912	169,000	0.804213	41.00
42.00	04200 INTRAVENOUS THERAPY	58,774	48,380	1.214841	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	44,569	57,130	0.780133	43.00
44.00	04400 PHYSICAL THERAPY	869,091	689,647	1.260197	44.00
45.00	04500 OCCUPATIONAL THERAPY	916,607	610,420	1.501601	45.00
46.00	04600 SPEECH PATHOLOGY	202,661	159,527	1.270387	46.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	5,142	6,777	0.758743	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	431,920	740,503	0.583279	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00	06000 CLINIC	0	0	0.000000	60.00
61.00	06100 RURAL HEALTH CLINIC				61.00
100.00	Total	2,718,652	2,560,463		100.00

CONFIDENTIAL  
 Johanna Williams  
 jwilliams@hansonbridge.com  
 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS		Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet D Part I Date/Time Prepared: 5/18/2021 12:55 pm
		Title XVIII (1)	Skilled Nursing Facility	PPS

Cost Center Description	Ratio of Cost to Charges (Fr. Wkst. C Column 3)	Health Care Program Charges		Health Care Program Cost			
		Part A	Part B	Part A (col. 1 x col. 2)	Part B (col. 1 x col. 3)		
		1.00	2.00	3.00	4.00	5.00	
<b>PART I - CALCULATION OF ANCILLARY AND OUTPATIENT COST</b>							
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000 RADIOLOGY	0.682558	17,899	0	12,217	0	40.00
41.00	04100 LABORATORY	0.804213	35,833	0	28,817	0	41.00
42.00	04200 INTRAVENOUS THERAPY	1.214841	15,315	0	18,605	0	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	0.780133	4,860	0	3,791	0	43.00
44.00	04400 PHYSICAL THERAPY	1.260197	156,006	0	196,598	0	44.00
45.00	04500 OCCUPATIONAL THERAPY	1.501601	137,201	0	206,021	0	45.00
46.00	04600 SPEECH PATHOLOGY	1.270387	41,935	0	53,274	0	46.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	0.758743	211	0	160	0	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	0.583279	163,510	0	95,372	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000 CLINIC	0.000000	0	0	0	0	60.00
61.00	06100 RURAL HEALTH CLINIC						61.00
100.00	Total (Sum of lines 40 - 71)		572,770	0	614,855	0	100.00

(1) For title V and XIX use columns 1, 2, and 4 only.

(2) Line 71 columns 2 and 4 are for titles V and XIX. No amounts should be entered here for title XVIII.

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet D  
Parts II-III  
Date/Time Prepared:  
5/18/2021 12:55 pm

Title XVIII

Skilled Nursing  
Facility

PPS

Cost Center Description						1.00	
<b>PART II - APPORTIONMENT OF VACCINE COST</b>							
1.00		Drugs charged to patients - ratio of cost to charges (From Worksheet C, column 3, line 49)				0.583279	1.00
2.00		Program vaccine charges (From your records, or the PS&R)				0	2.00
3.00		Program costs (Line 1 x line 2) (Title XVIII, PPS providers, transfer this amount to Worksheet E, Part I, line 18)				0	3.00
Cost Center Description		Total Cost (From Wkst. B, Part I, Col. 18	Nursing & Allied Health (From Wkst. B, Part I, Col. 14)	Ratio of Nursing & Allied Health Costs to Total Costs - Part A (Col. 2 / Col. 1)	Program Part A Cost (From Wkst. D Part I, Col. 4)	Part A Nursing & Allied Health Costs for Pass Through (Col. 3 x Col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>PART III - CALCULATION OF PASS THROUGH COSTS FOR NURSING &amp; ALLIED HEALTH</b>							
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	53,976	0	0.000000	12,217	0 40.00
41.00	04100	LABORATORY	135,912	0	0.000000	28,817	0 41.00
42.00	04200	INTRAVENOUS THERAPY	58,774	0	0.000000	18,605	0 42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	44,569	0	0.000000	3,791	0 43.00
44.00	04400	PHYSICAL THERAPY	869,091	0	0.000000	196,598	0 44.00
45.00	04500	OCCUPATIONAL THERAPY	916,607	0	0.000000	206,021	0 45.00
46.00	04600	SPEECH PATHOLOGY	202,661	0	0.000000	53,274	0 46.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	5,142	0	0.000000	160	0 48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	431,920	0	0.000000	95,372	0 49.00
100.00		Total (Sum of lines 40 - 52)	2,718,652	0		614,855	0 100.00

COMPUTATION OF INPATIENT ROUTINE COSTS	Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet D-1 Parts I-II Date/Time Prepared: 5/18/2021 12:55 pm
	Title XVIII	Skilled Nursing Facility	PPS

		1.00	
<b>PART I CALCULATION OF INPATIENT ROUTINE COSTS</b>			
<b>INPATIENT DAYS</b>			
1.00	Inpatient days including private room days	20,923	1.00
2.00	Private room days	0	2.00
3.00	Inpatient days including private room days applicable to the Program	1,805	3.00
4.00	Medically necessary private room days applicable to the Program	0	4.00
5.00	Total general inpatient routine service cost	7,901,367	5.00
<b>PRIVATE ROOM DIFFERENTIAL ADJUSTMENT</b>			
6.00	General inpatient routine service charges	17,569,056	6.00
7.00	General inpatient routine service cost/charge ratio (Line 5 divided by line 6)	0.449732	7.00
8.00	Enter private room charges from your records	0	8.00
9.00	Average private room per diem charge (Private room charges line 8 divided by private room days, line 2)	0.00	9.00
10.00	Enter semi-private room charges from your records	17,569,056	10.00
11.00	Average semi-private room per diem charge (Semi-private room charges line 10, divided by semi-private room days)	839.70	11.00
12.00	Average per diem private room charge differential (Line 9 minus line 11)	0.00	12.00
13.00	Average per diem private room cost differential (Line 7 times line 12)	0.00	13.00
14.00	Private room cost differential adjustment (Line 2 times line 13)	0	14.00
15.00	General inpatient routine service cost net of private room cost differential (Line 5 minus line 14)	7,901,367	15.00
<b>PROGRAM INPATIENT ROUTINE SERVICE COSTS</b>			
16.00	Adjusted general inpatient service cost per diem (Line 15 divided by line 1)	377.64	16.00
17.00	Program routine service cost (Line 3 times line 16)	681,640	17.00
18.00	Medically necessary private room cost applicable to program (line 4 times line 13)	0	18.00
19.00	Total program general inpatient routine service cost (Line 17 plus line 18)	681,640	19.00
20.00	Capital related cost allocated to inpatient routine service costs (From Wkst. B, Part II column 18, line 30 for SNF; line 31 for NF, or line 32 for ICF/IID)	166,195	20.00
21.00	Per diem capital related costs (Line 20 divided by line 1)	7.94	21.00
22.00	Program capital related cost (Line 3 times line 21)	14,332	22.00
23.00	Inpatient routine service cost (Line 19 minus line 22)	667,308	23.00
24.00	Aggregate charges to beneficiaries for excess costs (From provider records)	0	24.00
25.00	Total program routine service costs for comparison to the cost limitation (Line 23 minus line 24)	667,308	25.00
26.00	Enter the per diem limitation (1)		26.00
27.00	Inpatient routine service cost limitation (Line 3 times the per diem limitation line 26) (1)		27.00
28.00	Reimbursable inpatient routine service costs (Line 22 plus the lesser of line 25 or line 27) (Transfer to Worksheet E, Part II, line 4) (See instructions)		28.00

(1) Lines 26 and 27 are not applicable for title XVIII, but may be used for title V and or title XIX

		1.00	
<b>PART II CALCULATION OF INPATIENT NURSING &amp; ALLIED HEALTH COSTS FOR PPS PASS-THROUGH</b>			
1.00	Total SNF inpatient days	20,923	1.00
2.00	Program inpatient days (see instructions)	1,805	2.00
3.00	Total nursing & allied health costs. (see instructions)(Do not complete for titles V or XIX)	0	3.00
4.00	Nursing & allied health ratio. (line 2 divided by line 1)	0.086269	4.00
5.00	Program nursing & allied health costs for pass-through. (line 3 times line 4)	0	5.00

CALCULATION OF REIMBURSEMENT SETTLEMENT FOR TITLE XVIII		Provider No. : 555153	Period: From 01/01/2020 To 12/31/2020	Worksheet E Part I Date/Time Prepared: 5/18/2021 12:55 pm
		Title XVIII	Skilled Nursing Facility	PPS

		1.00	
<b>PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT</b>			
1.00	Inpatient PPS amount (See Instructions)	1,047,115	1.00
2.00	Nursing and Allied Health Education Activities (pass through payments)	0	2.00
3.00	Subtotal (Sum of lines 1 and 2)	1,047,115	3.00
4.00	Primary payor amounts	0	4.00
5.00	Coinurance	0	5.00
6.00	Allowable bad debts (From your records)	0	6.00
7.00	Allowable Bad debts for dual eligible beneficiaries (See instructions)	0	7.00
8.00	Adjusted reimbursable bad debts. (See instructions)	0	8.00
9.00	Recovery of bad debts - for statistical records only	0	9.00
10.00	Utilization review	0	10.00
11.00	Subtotal (See instructions)	1,047,115	11.00
12.00	Interim payments (See instructions)	1,040,204	12.00
13.00	Tentative adjustment	0	13.00
14.00	OTHER adjustment (See instructions)	0	14.00
14.50	Demonstration payment adjustment amount before sequestration	0	14.50
14.55	Demonstration payment adjustment amount after sequestration	0	14.55
14.75	Sequestration for non-claims based amounts (see instructions)	0	14.75
14.99	Sequestration amount (see instructions)	6,911	14.99
15.00	Balance due provider/program (see Instructions)	0	15.00
16.00	Protested amounts (Nonallowable cost report items in accordance with CMS Pub. 15-2, section 115.2)	0	16.00
<b>PART B - ANCILLARY SERVICE COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES - TITLE XVIII ONLY</b>			
17.00	Ancillary services Part B	0	17.00
18.00	Vaccine cost (From Wkst D, Part II, line 3)	0	18.00
19.00	Total reasonable costs (Sum of lines 17 and 18)	0	19.00
20.00	Medicare Part B ancillary charges (See instructions)	0	20.00
21.00	Cost of covered services (Lesser of line 19 or line 20)	0	21.00
22.00	Primary payor amounts	0	22.00
23.00	Coinurance and deductibles	0	23.00
24.00	Allowable bad debts (From your records)	0	24.00
24.01	Allowable Bad debts for dual eligible beneficiaries (see instructions)	0	24.01
24.02	Adjusted reimbursable bad debts (see instructions)	0	24.02
25.00	Subtotal (Sum of lines 21 and 24, minus lines 22 and 23)	0	25.00
26.00	Interim payments (See instructions)	0	26.00
27.00	Tentative adjustment	0	27.00
28.00	Other Adjustments (See instructions) Specify	0	28.00
28.50	Demonstration payment adjustment amount before sequestration	0	28.50
28.55	Demonstration payment adjustment amount after sequestration	0	28.55
28.99	Sequestration amount (see instructions)	0	28.99
29.00	Balance due provider/program (see instructions)	0	29.00
30.00	Protested amounts (Nonallowable cost report items) in accordance with CMS Pub.15-2, section 115.2	0	30.00



ANALYSIS OF PAYMENTS TO PROVIDERS FOR SERVICES RENDERED

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet E-1

Date/Time Prepared:  
5/18/2021 12:55 pm

Title XVIII

Skilled Nursing  
Facility

PPS

		Inpatient Part A		Part B		
		mm/dd/yyyy	Amount	mm/dd/yyyy	Amount	
		1.00	2.00	3.00	4.00	
1.00	Total interim payments paid to provider		1,040,204		0	1.00
2.00	Interim payments payable on individual bills, either submitted or to be submitted to the contractor for services rendered in the cost reporting period. If none, enter zero		0		0	2.00
3.00	List separately each retroactive lump sum adjustment amount based on subsequent revision of the interim rate for the cost reporting period. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					3.00
Program to Provider						
3.01	ADJUSTMENTS TO PROVIDER		0		0	3.01
3.02			0		0	3.02
3.03			0		0	3.03
3.04			0		0	3.04
3.05			0		0	3.05
Provider to Program						
3.50	ADJUSTMENTS TO PROGRAM		0		0	3.50
3.51			0		0	3.51
3.52			0		0	3.52
3.53			0		0	3.53
3.54			0		0	3.54
3.99	Subtotal (Sum of lines 3.01 - 3.49 minus sum of lines 3.50 - 3.98)		0		0	3.99
4.00	Total interim payments (sum of lines 1, 2, and 3.99) (Transfer to Wkst. E, Part I line 12 for Part A, and line 26 for Part B)		1,040,204		0	4.00
TO BE COMPLETED BY CONTRACTOR						
5.00	List separately each tentative settlement payment after desk review. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					5.00
Program to Provider						
5.01	TENTATIVE TO PROVIDER		0		0	5.01
5.02			0		0	5.02
5.03			0		0	5.03
Provider to Program						
5.50	TENTATIVE TO PROGRAM		0		0	5.50
5.51			0		0	5.51
5.52			0		0	5.52
5.99	Subtotal (Sum of lines 5.01 - 5.49 minus sum of lines 5.50 - 5.98)		0		0	5.99
6.00	Determined net settlement amount (balance due) based on the cost report. (1)					6.00
6.01	PROGRAM TO PROVIDER		0		0	6.01
6.02	PROVIDER TO PROGRAM		0		0	6.02
7.00	Total Medicare program liability (see instructions)		1,040,204		0	7.00
		Contractor Name			Contractor Number	
		1.00			2.00	
8.00	Name of Contractor					8.00

(1) On lines 3, 5, and 6, where an amount is due provider to program, show the amount and date on which the provider agrees to the amount of repayment even though total repayment is not accomplished until a later date.

BALANCE SHEET (If you are nonproprietary and do not maintain fund-type accounting records, complete the "General Fund" column only)

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G

Date/Time Prepared:  
5/18/2021 12:55 pm

		General Fund	Specific Purpose Fund	Endowment Fund	Plant Fund	
		1.00	2.00	3.00	4.00	
<b>Assets</b>						
<b>CURRENT ASSETS</b>						
1.00	Cash on hand and in banks	1,000	0	0	0	1.00
2.00	Temporary investments	0	0	0	0	2.00
3.00	Notes receivable	0	0	0	0	3.00
4.00	Accounts receivable	1,712,218	0	0	0	4.00
5.00	Other receivables	0	0	0	0	5.00
6.00	Less: allowances for uncollectible notes and accounts receivable	-69,198	0	0	0	6.00
7.00	Inventory	26,155	0	0	0	7.00
8.00	Prepaid expenses	40,351	0	0	0	8.00
9.00	Other current assets	0	0	0	0	9.00
10.00	Due from other funds	0	0	0	0	10.00
11.00	<b>TOTAL CURRENT ASSETS (Sum of lines 1 - 10)</b>	<b>1,710,526</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11.00</b>
<b>FIXED ASSETS</b>						
12.00	Land	832,122	0	0	0	12.00
13.00	Land improvements	503,561	0	0	0	13.00
14.00	Less: Accumulated depreciation	-432,151	0	0	0	14.00
15.00	Buildings	5,706,342	0	0	0	15.00
16.00	Less: Accumulated depreciation	-5,706,342	0	0	0	16.00
17.00	Leasehold improvements	4,489,691	0	0	0	17.00
18.00	Less: Accumulated Amortization	-3,118,182	0	0	0	18.00
19.00	Fixed equipment	0	0	0	0	19.00
20.00	Less: Accumulated depreciation	0	0	0	0	20.00
21.00	Automobiles and trucks	0	0	0	0	21.00
22.00	Less: Accumulated depreciation	0	0	0	0	22.00
23.00	Major movable equipment	2,815,189	0	0	0	23.00
24.00	Less: Accumulated depreciation	-2,202,347	0	0	0	24.00
25.00	Minor equipment - Depreciable	0	0	0	0	25.00
26.00	Minor equipment nondepreciable	0	0	0	0	26.00
27.00	Other fixed assets	129,410	0	0	0	27.00
28.00	<b>TOTAL FIXED ASSETS (Sum of lines 12 - 27)</b>	<b>3,017,293</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28.00</b>
<b>OTHER ASSETS</b>						
29.00	Investments	0	0	0	0	29.00
30.00	Deposits on leases	0	0	0	0	30.00
31.00	Due from owners/officers	0	0	0	0	31.00
32.00	Other assets	4,862	0	0	0	32.00
33.00	<b>TOTAL OTHER ASSETS (Sum of lines 29 - 32)</b>	<b>4,862</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33.00</b>
34.00	<b>TOTAL ASSETS (Sum of lines 11, 28, and 33)</b>	<b>4,732,681</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34.00</b>
<b>Liabilities and Fund Balances</b>						
<b>CURRENT LIABILITIES</b>						
35.00	Accounts payable	235,952	0	0	0	35.00
36.00	Salaries, wages, and fees payable	0	0	0	0	36.00
37.00	Payroll taxes payable	470,909	0	0	0	37.00
38.00	Notes & loans payable (Short term)	0	0	0	0	38.00
39.00	Deferred income	0	0	0	0	39.00
40.00	Accelerated payments	0	0	0	0	40.00
41.00	Due to other funds	0	0	0	0	41.00
42.00	Other current liabilities	146,806	0	0	0	42.00
43.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 35 - 42)</b>	<b>853,667</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43.00</b>
<b>LONG TERM LIABILITIES</b>						
44.00	Mortgage payable	183,746	0	0	0	44.00
45.00	Notes payable	0	0	0	0	45.00
46.00	Unsecured loans	0	0	0	0	46.00
47.00	Loans from owners:	0	0	0	0	47.00
48.00	Other long term liabilities	1,829,934	0	0	0	48.00
49.00	OTHER	8,979	0	0	0	49.00
50.00	<b>TOTAL LONG TERM LIABILITIES (Sum of lines 44 - 49)</b>	<b>2,022,659</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50.00</b>
51.00	<b>TOTAL LIABILITIES (Sum of lines 43 and 50)</b>	<b>2,876,326</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51.00</b>
<b>CAPITAL ACCOUNTS</b>						
52.00	General fund balance	1,856,355	0	0	0	52.00
53.00	Specific purpose fund	0	0	0	0	53.00
54.00	Donor created - endowment fund balance - restricted	0	0	0	0	54.00
55.00	Donor created - endowment fund balance - unrestricted	0	0	0	0	55.00
56.00	Governing body created - endowment fund balance	0	0	0	0	56.00
57.00	Plant fund balance - invested in plant	0	0	0	0	57.00
58.00	Plant fund balance - reserve for plant improvement, replacement, and expansion	0	0	0	0	58.00
59.00	<b>TOTAL FUND BALANCES (Sum of lines 52 thru 58)</b>	<b>1,856,355</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59.00</b>
60.00	<b>TOTAL LIABILITIES AND FUND BALANCES (Sum of lines 51 and 59)</b>	<b>4,732,681</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60.00</b>

STATEMENT OF CHANGES IN FUND BALANCES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-1

Date/Time Prepared:  
5/18/2021 12:55 pm

		General Fund		Special Purpose Fund		Endowment Fund
		1.00	2.00	3.00	4.00	5.00
1.00	Fund balances at beginning of period		2,460,805		0	1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)		-604,450			2.00
3.00	Total (sum of line 1 and line 2)		1,856,355		0	3.00
4.00	Additions (credit adjustments)					4.00
5.00		0		0		5.00
6.00		0		0		6.00
7.00		0		0		7.00
8.00		0		0		8.00
9.00		0		0		9.00
10.00	Total additions (sum of line 5 - 9)		0		0	10.00
11.00	Subtotal (line 3 plus line 10)		1,856,355		0	11.00
12.00	Deductions (debit adjustments)					12.00
13.00		0		0		13.00
14.00		0		0		14.00
15.00		0		0		15.00
16.00		0		0		16.00
17.00		0		0		17.00
18.00	Total deductions (sum of lines 13 - 17)		0		0	18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)		1,856,355		0	19.00
		Endowment Fund		Plant Fund		
		6.00	7.00	8.00		
1.00	Fund balances at beginning of period	0		0		1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)					2.00
3.00	Total (sum of line 1 and line 2)	0		0		3.00
4.00	Additions (credit adjustments)					4.00
5.00			0			5.00
6.00			0			6.00
7.00			0			7.00
8.00			0			8.00
9.00			0			9.00
10.00	Total additions (sum of line 5 - 9)	0		0		10.00
11.00	Subtotal (line 3 plus line 10)	0		0		11.00
12.00	Deductions (debit adjustments)					12.00
13.00			0			13.00
14.00			0			14.00
15.00			0			15.00
16.00			0			16.00
17.00			0			17.00
18.00	Total deductions (sum of lines 13 - 17)	0		0		18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)	0		0		19.00

STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-2  
Parts I-II  
Date/Time Prepared:  
5/18/2021 12:55 pm

Cost Center Description		Inpatient	Outpatient	Total	
		1.00	2.00	3.00	
<b>PART I - PATIENT REVENUES</b>					
General Inpatient Routine Care Services					
1.00	SKILLED NURSING FACILITY	4,761,007		4,761,007	1.00
2.00	NURSING FACILITY	12,808,049		12,808,049	2.00
3.00	ICF/IID	0		0	3.00
4.00	OTHER LONG TERM CARE	0		0	4.00
5.00	Total general inpatient care services (Sum of lines 1 - 4)	17,569,056		17,569,056	5.00
All Other Care Services					
6.00	ANCILLARY SERVICES	2,563,046	0	2,563,046	6.00
7.00	CLINIC		0	0	7.00
8.00	HOME HEALTH AGENCY COST		0	0	8.00
9.00	AMBULANCE		0	0	9.00
10.00	RURAL HEALTH CLINIC		0	0	10.00
10.10	FQHC		0	0	10.10
11.00	CMHC		0	0	11.00
12.00	HOSPICE	0		0	12.00
13.00	OTHER (SPECIFY)	0		0	13.00
14.00	Total Patient Revenues (Sum of lines 5 - 13) (Transfer column 3 to Worksheet G-3, Line 1)	20,132,102	0	20,132,102	14.00
Cost Center Description			1.00	2.00	
<b>PART II - OPERATING EXPENSES</b>					
1.00	Operating Expenses (Per Worksheet A, Col. 3, Line 100)			18,305,090	1.00
2.00	NON FOOD SALES		-3,635		2.00
3.00	MED RECORD SALES		-105		3.00
4.00	INTEREST INCOME		-78		4.00
5.00	OTHER OP REV		-2,419		5.00
6.00	LATE CHECKS		-50		6.00
7.00			0		7.00
8.00	Total Additions (Sum of lines 2 - 7)			-6,287	8.00
9.00	Deduct (Specify)		0		9.00
10.00			0		10.00
11.00			0		11.00
12.00			0		12.00
13.00			0		13.00
14.00	Total Deductions (Sum of lines 9 - 13)			0	14.00
15.00	Total Operating Expenses (Sum of lines 1 and 8, minus line 14)			18,298,803	15.00

STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555153

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-3

Date/Time Prepared:  
5/18/2021 12:55 pm

		1.00	
1.00	Total patient revenues (From Wkst. G-2, Part I, col. 3, line 14)	20,132,102	1.00
2.00	Less: contractual allowances and discounts on patients accounts	2,437,749	2.00
3.00	Net patient revenues (Line 1 minus line 2)	17,694,353	3.00
4.00	Less: total operating expenses (From Worksheet G-2, Part II, line 15)	18,298,803	4.00
5.00	Net income from service to patients (Line 3 minus 4)	-604,450	5.00
<b>Other income:</b>			
6.00	Contributions, donations, bequests, etc	0	6.00
7.00	Income from investments	0	7.00
8.00	Revenues from communications ( Telephone and Internet service)	0	8.00
9.00	Revenue from television and radio service	0	9.00
10.00	Purchase discounts	0	10.00
11.00	Rebates and refunds of expenses	0	11.00
12.00	Parking lot receipts	0	12.00
13.00	Revenue from laundry and linen service	0	13.00
14.00	Revenue from meals sold to employees and guests	0	14.00
15.00	Revenue from rental of living quarters	0	15.00
16.00	Revenue from sale of medical and surgical supplies to other than patients	0	16.00
17.00	Revenue from sale of drugs to other than patients	0	17.00
18.00	Revenue from sale of medical records and abstracts	0	18.00
19.00	Tuition (fees, sale of textbooks, uniforms, etc.)	0	19.00
20.00	Revenue from gifts, flower, coffee shops, canteen	0	20.00
21.00	Rental of vending machines	0	21.00
22.00	Rental of skilled nursing space	0	22.00
23.00	Governmental appropriations	0	23.00
24.00	Other miscellaneous revenue (specify)	0	24.00
24.50	COVID-19 PHE Funding	0	24.50
25.00	Total other income (Sum of lines 6 - 24)	0	25.00
26.00	Total (Line 5 plus line 25)	-604,450	26.00
27.00	Other expenses (specify)	0	27.00
28.00		0	28.00
29.00		0	29.00
30.00	Total other expenses (Sum of lines 27 - 29)	0	30.00
31.00	Net income (or loss) for the period (Line 26 minus line 30)	-604,450	31.00

**SECTION 999.5(d)(5)(C)**

**14) Medicare Cost Report data for Greenhaven dated  
December 31, 2021**

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Form Approved  
 OMB No. 0938-0463  
 Approval Expires 12-31-2021

Worksheet S Tuesday, May 31, 2022 at 9:35:45 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex Cost Report Certification and Settlement Summary

PART I - COST REPORT STATUS

- Provider 1.  Electronically prepared cost report;  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_
- use only 2.  Manually prepared cost report
3.  If this is an amended report enter the number of times the provider resubmitted this cost report
- 3.01  No Medicare Utilization. Enter "Y" for yes or leave blank for no.
- Contractor 4.  Cost Report Status 6. Contractor No. \_\_\_\_\_
- use only [1] As Submitted 7.  First Cost Report Processed by Contractor
- [2] Settled without audit 8.  Last Cost Report Processed by Contractor
- [3] Settled with audit 9.  NPR Date: \_\_\_\_\_
- [4] Reopened 10.  If line 4, column 1 is "4": Enter number of times reopened: \_\_\_\_
- [5] Amended 11. Contractor Vendor Code \_\_\_\_\_
5. Date Received \_\_\_\_\_ 12.  Medicare Utilization. Enter "F" for full, "L" for low, or "N" for none

PART II - CERTIFICATION OF CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS COST REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by Eskaton Care Center Greenhaven (55-5098) for the cost report period beginning January 1, 2021 and ending December 31, 2021, and that to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

SIGNATURE OF CHIEF FINANCIAL OFFICER OF ADMINISTRATOR	CHECKBOX
1	2
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

PART III - SETTLEMENT SUMMARY

CMS #	Title XVIII	Title XVIII			
		Title V	A	B	Title XIX
1	SNF	1	2	3	4
1	SNF	0	0	0	0
100	Total	0	0	0	0

ECR Encryption Information:

PI Encryption Information:

According to the Paperwork reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0463. The time required to complete this information collection is estimated to average 202 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part I Tuesday, May 31, 2022 at 9:35:45 AM

Skilled Nursing Facility and Skilled Nursing Facility Complex Identification Data

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY COMPLEX ADDRESS:

CMS #  
 1 Street / P.O. Box: 455 FLORIN ROAD  
 2 City / State / Zip: SACRAMENTO CA 40900  
 3 County / CBSA Code / Urban/Rural: SACRAMENTO 40900 Urban

Payment System  
 P., O. or N.

SNF AND SNF-BASED COMPONENT IDENTIFICATION

CMS #	COMPONENT	COMPONENT NAME	PROVIDER	DATE CERTIFIED	DATE		
					V	XVIII	XIX
4	SNF	Eskaton Care Center Greenhaven	55-5098	07/01/1986	N	P	N
5	Nursing Facility	ESKATON CARE CENTER					
11	SNF-Based OLTC		55-5098	07/01/1986	N		N
13	Other						
14	Cost Reporting Period (mm/dd/yyyy)		01/01/2021	12/31/2021			
15	Type of Control (See Instructions)			2			

TYPE OF FREESTANDING SKILLED NURSING FACILITY

16 Is this a distinct part skilled nursing facility that meets the requirements? Yes  
 17 Is this a composite distinct part skilled nursing facility that meets the requirements? N  
 18 Are there any costs included in Worksheet A which resulted from transactions with related organizations? Yes

MISCELLANEOUS COST REPORTING INFORMATION

19 Is this a low Medicare Utilization cost report, enter "Y" for yes or "N" for no. N  
 If the response to line 19 is yes, Does this cost report meet your contractor's criteria for filing a low utilization cost report? (Y/N) N

DEPRECIATION - ENTER THE AMOUNT OF DEPRECIATION REPORTED IN THIS SNF FOR THE METHOD INDICATED ON LINES 20 - 22.

20 Straight Line 345,772  
 21 Declining Balance.  
 22 Sum of the Years' Digits  
 23 Sum of lines 20 through 22 345,772  
 24 If depreciation is funded, enter the balance as of the end of the period.  
 25 Were there any disposal of capital assets during the cost reporting period? (Y/N) N  
 26 Was accelerated depreciation claimed on any assets in the current or any prior cost report applies? N  
 Did you cease to participate in the Medicare program at the end of the period to which this cost report applies (See PRM 15-1, Chapter 1)? N  
 28 Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? N

IF THIS FACILITY CONTAINS A PUBLIC OR NON-PUBLIC PROVIDER THAT QUALIFIES FOR AN EXEMPTION FROM THE APPLICATION OF THE LOWER OF COSTS OR CHARGES, ENTER 'Y' FOR EACH COMPONENT AND TYPE OF SERVICE THAT QUALIFIES FOR THE EXEMPTION.

	Part A	Part B	Other
29 Skilled Nursing Facility	No	No	
30 Nursing Facility			No
36 SNF-Based OLTC			Y/N

Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients? N  
 38 Are you legally-required to carry malpractice insurance? N  
 Is the malpractice a "claims-made", or "occurrence" policy? If the policy is "claims-made" enter 1. If policy is "occurrence", enter 2. 1  
 39 What is the liability limit for the malpractice policy? Enter in column 1 the monetary limit per lawsuit. Enter in column 2 the monetary limit per policy year.

	Premiums	Paid Losses	Self Insurance
41 List malpractice premiums and paid losses	0		375610

Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts. N  
 42 Are there any home office cost as defined in CMS Pub 15-1, chapter 10? Enter Y for Yes or N for no, in column 1. Yes  
 43 If line 43 = "Y", and there are costs for the home office, enter the home office chain number and enter the name and address of the home office on lines 45-47. HB0273

44 Name / Contractor Name / Contractor Number  
 ESKATON PROERTIES INCORPORATED NORIDIAN 01011  
 46 Street / PO Box  
 5105 MANZANITA AVENUE  
 47 City / State / Zip  
 CARMICHAEL CA 95608



ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part II Tuesday, May 31, 2022 at 9:35:45 AM

Skilled Nursing Facility and Skilled Nursing Facility Healthcare Complex Reimbursement Questionnaire

Line #	1	2	3	4
<b>PROVIDER ORGANIZATION AND OPERATION</b>				
1	Has the provider changed ownership immediately prior to the beginning of the cost reporting period?	N		
2	Has the provider terminated participation in the Medicare Program? If column 1 is yes, enter in column 3, "V" for voluntary or "I" for involuntary	N		
3	Is the provider involved in business transactions, including management contracts, with individuals or entities that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships?	Y		
<b>FINANCIAL DATA AND REPORTS</b>				
4	Were the financial statements prepared by a Certified Public Accountant? If yes, enter in column 2 "A" for Audited, "C" for Compiled, or "R" for Reviewed. Submit complete copy or enter date available in column 3. (see instructions) If no, see instructions.	N		
5	Are the cost report total expenses and total revenues different from those on the filed financial statements? If yes, submit reconciliation.	N		
<b>APPROVED EDUCATIONAL ACTIVITIES</b>				
6	Column 1: Were costs claimed for Nursing School? Column 2: Is the provider the legal operator of the program?	N		
7	Were costs claimed for Allied Health Programs? (see instructions)	N		
8	Were approvals and/or renewals obtained during the cost reporting period for Nursing School and/or Allied Health Program? (see instructions)	N		
<b>BAD DEBTS</b>				
9	Is the provider seeking reimbursement for bad debts? (see instructions)	N		
10	If line 9 is Yes, did the provider's bad debt collection policy change during this cost reporting period? If Yes, submit copy.	N		
11	If line 9 is Yes, are patient deductibles and/or coinsurance waived? If Yes, see instructions.	N		
12	Have total beds available changed from prior cost reporting period? If Yes, see instructions.	N		
<b>PS&amp;R DATA</b>				
13	Was the cost report prepared using the PS&R only? If yes, enter the paid through date of the PS&R used to prepare this cost report. (see Instructions)	N		N
14	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If yes enter the paid through date of the PS&R used to prepare this cost report.	N		N
15	If line 13 or 14 is yes, were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If yes, see instructions.	N		N
16	If line 13 or 14 is yes, then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.	N		N
17	If line 13 or 14 is yes, then were adjustments made to PS&R data for Other?	N		N
18	Was the cost report prepared only using the provider's records? If yes, see Instructions.	Y		Y
<b>COST REPORT PREPARER CONTACT INFORMATION</b>				
19	First name/Last Name/Title	Eddie	1	2
20	Employer.	Axiom Healthcare Group		3
21	Telephone number/Email address.	818-456-0940		Consultant
				eddieu@axiomhc.com

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part I Tuesday, May 31, 2022 at 9:35:45 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex

PART I - STATISTICAL DATA

CMS #	Component	No. of Beds	Bed days Available	Inpatient Days				Total
		Title V	Title XVIII	Title XIX	Other	Total		
1	Skilled Nursing Facility	72	26,280	0	1,624	8,681	8,079	18,384
2	Nursing Facility	76	27,740	0		18,580	313	18,893
5	Other Long Term Care	0	0				0	0
8	Total	148	54,020	0	1,624	27,261	8,392	37,277

CMS #	Component	Discharges					Average Length of Stay			
		Title V	Title XVIII	Title XIX	Other	Total	Title V	Title XVIII	Title XIX	Total
1	Skilled Nursing Facility	0	40	197	85	322	0.00	40.60	44.07	57.09
2	Nursing Facility	0		0	0	0	0.00		0.00	0.00
5	Other Long Term Care			0	0	0				0.00
8	Total	0	40	197	85	322	0.00	40.60	44.07	115.77

CMS #	Component	Admissions					FTE	
		Title V	Title XVIII	Title XIX	Other	Total	Paid	Non-Paid
1	Skilled Nursing Facility	0	66	57	247	370	86.13	0
2	Nursing Facility	0		0	0	0	49.80	0
5	Other Long Term Care			0	0	0	0.00	0
8	Total	0	66	57	247	370	135.93	0

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part II Tuesday, May 31, 2022 at 9:35:45 AM

SNF Wage Index Information

PART II - DIRECT SALARIES

CMS #	Description	Amount Reported	Reclass. of Salaries		Paid Hours Related to Salary	Average Hourly Wage
			from Wkst. A-6	Adjusted Salaries		
		1	2	3	4	5
1	Total Salary	8,176,929	0	8,176,929	406,175.00	20.13
2	Physician salaries - Part A	0	0	0	0.00	
3	Physician salaries - Part B	0	0	0	0.00	
4	Home office personnel	0	0	0	0.00	
5	Sum of lines 2 through 4	0	0	0	0.00	
6	Revised wages (line 1 - 5)	8,176,929	0	8,176,929	406,175.00	20.13
7	Other Long Term Care	0	0	0	0.00	
8	Home Health Agency	0	0	0	0.00	
9	CMHC	0	0	0	0.00	
10	Hospice	0	0	0	0.00	
11	Other Excluded Areas	0	0	0	0.00	
12	Subtotal Excluded salary (Sum of lines 7-11)	0	0	0	0.00	
13	Total Adjusted Salaries (Line 6 - 12)	8,176,929	0	8,176,929	406,175.00	20.13
OTHER WAGES AND RELATED COSTS						
14	Contract Labor: Patient Related & Mgmt	1,623,273	0	1,623,273	70,054.00	23.17
15	Contract Labor: Physician services - Part A	0	0	0	0.00	
16	Home office salaries & wage related costs	0	0	0	0.00	
WAGE RELATED COSTS						
17	Wage related costs (See Part IV)	2,450,059	0	2,450,059		
18	Wage related costs (See Part IV)	0	0	0		
19	Wage related costs (excluded units)	0	0	0		
20	Physicians Part A - WRC	0	0	0		
21	Physicians Part B - WRC	0	0	0		
22	Total Adjusted Wage Related cost	2,450,059	0	2,450,059		

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part III Tuesday, May 31, 2022 at 9:35:45 AM

SNF Wage Index Information

PART III - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Description	Amount Reported 1	Reclass.	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5
			of Salaries from Wkst. A-6 2			
1	Employee Benefits	0	0	0	0	0.00
2	Administrative & General	460,503	0	460,503	16,246	28.35
3	Plant Operation, Maint. & Repairs	96,449	0	96,449	3,839	25.12
4	Laundry & Linen Service	102,323	0	102,323	6,489	15.77
5	Housekeeping	284,368	0	284,368	15,963	17.81
6	Dietary	441,086	0	441,086	24,496	18.01
7	Nursing Administration	268,353	0	268,353	3,188	84.19
8	Central Services & Supply	0	0	0	0	0.00
9	Pharmacy	0	0	0	0	0.00
10	Medical Rcd.s & M/R Library	176,126	0	176,126	7,606	23.16
11	Social Service	223,283	0	223,283	11,120	20.08
12	Nursing and Allied Health Ed. Act.					
13	Other General Service	0	0	0	0	0.00
14	Total	2,052,491	0	2,052,491	88,946	23.08

CONFIDENTIAL  
 Johanna Williams  
 jwilliams@hansonbridge.net  
 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023 09:35:35 PM

ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part IV Tuesday, May 31, 2022 at 9:35:45 AM

SNF Wage Related Costs

CMS #	Description	
	RETIREMENT COST	
1	401K Employer Contributions	0
2	Tax Sheltered Annuity (TSA) Employer Contribution	0
3	Qualified and Non-Qualified Pension Plan Cost	213,956
4	Prior Year Pension Service Cost	0
	PLAN ADMINISTRATIVE COSTS (Paid to External Organization)	
5	401K/TSA Plan Administration fees	0
6	Legal/Accounting/Management Fees-Pension Plan	0
7	Employee Managed Care Program Administration Fees	0
	HEALTH AND INSURANCE COST	
8	Health Insurance (Purchased or Self Funded)	1,240,942
9	Prescription Drug Plan	0
10	Dental, Hearing and Vision Plan	0
11	Life Insurance (If employee is owner or beneficiary)	0
12	Accidental Insurance (If employee is owner or beneficiary)	0
13	Disability Insurance (If employee is owner or beneficiary)	0
14	Long-Term Care Insurance (If employee is owner or beneficiary)	0
15	Workers' Compensation Insurance	556,283
16	Retirement Health Care Cost (see instructions)	0
	TAXES	
17	FICA-Employers Portion Only	422,529
18	Medicare Taxes - Employer Portion Only	0
19	Unemployment Insurance	16,349
20	State or Federal Unemployment Taxes	0
	OTHER	
21	Executive Deferred Compensation	0
22	Day Care Cost and Allowances	0
23	Tuition Reimbursement	0
	=====	
24	Total Wage Related Cost (Lines 1-23)	2,450,059
	PART B OTHER THAN CORE RELATED COST	
25	Other Wage Related Costs	0

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part V Tuesday, May 31, 2022 at 9:35:45 AM

SNF Reporting Of Direct Care Expenditures

PART V - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Amount Reported 1	Fringe Benefits 2	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5	
DIRECT SALARIES						
NURSING OCCUPATIONS						
1	Registered Nurses (RNs)	1,220,958	389,978	1,610,936	41,600	38.72
2	Licensed Practical Nurses (LPNs)	841,673	268,833	1,110,506	31,453	35.31
3	Certified Nursing Assistants/Nursing Assistants/Aides	1,173,148	374,707	1,547,855	92,156	16.80
4	Total Nursing (Sum of 1 - 3)	3,235,779	1,033,518	4,269,297	165,209	25.84
5	Physical Therapists	0	0	0	0	0.00
6	Physical Therapy Assistants	0	0	0	0	0.00
7	Physical Therapy Aides	0	0	0	0	0.00
8	Occupational Therapists	0	0	0	0	0.00
9	Occupational Therapy Assistants	0	0	0	0	0.00
10	Occupational Therapy Aides	0	0	0	0	0.00
11	Speech Therapists	0	0	0	0	0.00
12	Respiratory Therapists	0	0	0	0	0.00
13	Other Medical Staff	268,353	85,713	354,066	4,469	79.23
CONTRACT LABOR						
NURSING OCCUPATIONS						
14	Registered Nurses (RNs)	171,153		171,153	4,279	40.00
15	Licensed Practical Nurses (LPNs)	399,803		399,803	13,327	30.00
16	Certified Nursing Assistants/Nursing Assistants/Aides	1,046,729		1,046,729	52,336	20.00
17	Total Nursing (Sum of 14 - 16)	1,617,685		1,617,685	69,942	23.13
18	Physical Therapists	3,787		3,787	76	49.83
19	Physical Therapy Assistants	0		0	0	0.00
20	Physical Therapy Aides	0		0	0	0.00
21	Occupational Therapists	1,800		1,800	36	50.00
22	Occupational Therapy Assistants	0		0	0	0.00
23	Occupational Therapy Aides	0		0	0	0.00
24	Speech Therapists	0		0	0	0.00
25	Respiratory Therapists	0		0	0	0.00
26	Other Medical Staff	0		0	0	0.00

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet A Tuesday, May 31, 2022 at 9:35:45 AM

Reclassification and Adjustment of Trial Balance of Expenses

CMS #	COST CENTER DESCRIPTION	Salaries 1	Other 2	Total 3	Reclassi- fications 4	Reclassified Trial Balance 5	Adjust- ments to Expenses 6	Net Expenses for Cost Allocation 7
<b>GENERAL SERVICE COST CENTERS</b>								
1	Cap Rel Costs - Bldgs & Fixtures		211,015	211,015	0	211,015	2,949	213,964
2	Cap Rel Costs - Movable Equipment		144,839	144,839	0	144,839	35,568	180,407
3	Employee Benefits	0	2,611,737	2,611,737	0	2,611,737	16,971	2,628,708
4	Administrative & General	460,503	2,319,375	2,779,878	0	2,779,878	20,473	2,800,351
5	Plant Operation, Maint. & Repairs	96,449	436,191	532,640	0	532,640	-63,591	469,049
6	Laundry & Linen Service	102,323	21,460	123,783	0	123,783	-66	123,717
7	Housekeeping	284,368	46,485	330,853	0	330,853	0	330,853
8	Dietary	441,086	341,527	782,613	0	782,613	73,669	856,282
9	Nursing Administration	268,353	-8,620	259,733	0	259,733	0	259,733
10	Central Services & Supply	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0
12	Medical Records & Library	176,126	1,733	177,859	0	177,859	0	177,859
13	Social Service	223,283	71,966	295,249	0	295,249	0	295,249
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>								
30	Skilled Nursing Facility	3,235,779	1,115,056	4,350,835	0	4,350,835	143,184	4,494,019
31	Nursing Facility	1,871,003	666,756	2,537,759	0	2,537,759	0	2,537,759
33	Other Long Term Care	0	0	0	0	0	0	0
<b>ANCILLARY SERVICE COST CENTERS</b>								
40	Radiology	0	14,305	14,305	0	14,305	0	14,305
41	Laboratory	0	82,998	82,998	0	82,998	0	82,998
42	Intravenous Therapy	0	58,627	58,627	0	58,627	0	58,627
43	Oxygen (Inhalation) Therapy	0	10,492	10,492	0	10,492	0	10,492
44	Physical Therapy	618,561	6,557	625,118	0	625,118	0	625,118
45	Occupational Therapy	310,523	3,070	313,593	0	313,593	0	313,593
46	Speech Pathology	88,572	0	88,572	0	88,572	0	88,572
47	Electrocardiology	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	112,700	112,700	0	112,700	0	112,700
49	Drugs Charged to Patients	0	261,348	261,348	0	261,348	0	261,348
51	Support Surfaces	0	3,739	3,739	0	3,739	0	3,739
52	Other Ancillary Service Cost Center	0	697	697	0	697	0	697
<b>SPECIAL PURPOSE COST CENTERS</b>								
80	Malpractice Premiums & Paid Losses	0	0	0	0	0	0	0
81	Interest Expense	0	0	0	0	0	0	0
82	Utilization Review	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	491,065	491,065	0	491,065	0	491,065
89	SUBTOTALS	8,176,929	9,025,118	17,202,047	0	17,202,047	229,157	17,431,204
<b>NONREIMBURSABLE COST CENTERS</b>								
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0
91	Barber and Beauty Shop	0	1,998	1,998	0	1,998	0	1,998
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0
00	TOTAL	8,176,929	9,027,116	17,204,045	0	17,204,045	229,157	17,433,202

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-6 Tuesday, May 31, 2022 at 9:35:45 AM

Reclassifications

EXPLANATION OF RECLASSIFICATION ENTRY	Increases					Decreases			
	Code	COST CENTER	LINE	SALARY	NON-SALARY	COST CENTER	LINE	SALARY	NON-SALARY
	1	2	3	4	5	6	7	8	9
100 TOTAL RECLASSIFICATIONS				0	0			0	0

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-7 Tuesday, May 31, 2022 at 9:35:46 AM

Analysis of changes during cost reporting period in capital asset balances

CMS #	DESCRIPTION	Beginning	Acquisitions		Disposals		Ending	Fully
		Balances	Purchase	Donation	Total	Retirements	Balance	Depreciated Assets
		1	2	3	4	5	6	7
1	Land	1,182,354	1,571	0	1,571	0	1,183,925	0
2	Land Improvements	381,958	16,600	0	16,600	0	398,558	0
3	Buildings & Fixtures	6,229,389	0	0	0	4,140,297	2,089,092	0
4	Building Improvements	3,856,704	4,236,014	0	4,236,014	0	8,092,718	0
5	Fixed Equipment	0	0	0	0	0	0	0
6	Movable Equipment	2,611,243	290,630	0	290,630	0	2,901,873	0
7	Subtotal	14,261,648	4,544,815	0	4,544,815	4,140,297	14,666,166	0
8	Reconciling Items	0	0	0	0	0	0	0
9	Total	14,261,648	4,544,815	0	4,544,815	4,140,297	14,666,166	0

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-8 Tuesday, May 31, 2022 at 9:35:46 AM

Adjustments to Expenses

CMS #	Description	Basis for Adjustment	Amount	Expense classification on Worksheet A to/from which the amount is to be adjusted		Line No.
				Cost Center		
		1	2	3		4
1	Investment income on restricted funds		0			
2	Trade, quantity and time discounts on purchases		0			
3	Refunds and rebates of expenses		0			
4	Rental of provider space by suppliers		0			
5	Telephone services (pay stations excluded)		0			
6	Television and radio service	A	-63,591	Plant Operation, Maint. & Repairs		5
7	Parking lot		0			
8	Remuneration applicable to provider-based physician adjustment	A82	0			
9	Home office costs		0			
10	Sale of scrap, waste, etc.		0			
11	Nonallowable costs related to certain capital expenditures		0			
12	Adjustment resulting from transactions with related organizations	A81	735,878			
13	Laundry and Linen service	B	-66	Laundry & Linen Service		6
14	Revenue - Employee meals	B	-674	Dietary		8
15	Cost of meals - Guests		0			
16	Sale of medical supplies to other than patients		0			
17	Sale of drugs to other than patients		0			
18	Sale of medical records and abstracts	B	-218	Administrative & General		4
19	Vending machines		0			
20	Income from imposition of interest, finance or penalty charges		0			
21	Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			
22	Utilization review -- physicians' compensation		0	Utilization Review		82
23	Depreciation -- buildings and fixtures		0	Cap Rel Costs - Bldgs & Fixtures		1
24	Depreciation -- movable equipment		0	Cap Rel Costs - Movable Equipment		2
28	Other Operating Revenue	B	-213	Administrative & General		4
29	Late and Returned Check Charges	B	-2,900	Administrative & General		4
30	Wheelchair / Misc Equip Rental	B	-832	Administrative & General		4
31	Donations	B	-1,650	Administrative & General		4
32	Dues & Subscriptions	A	-1,003	Administrative & General		4
33	QA Fees	A	-435,574	Administrative & General		4
			=====			
100	TOTAL		229,157			

ESKATON CARE CENTER GREENHAVEN  
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 Period from 1/1/2021 to 12/31/2021

Worksheet A-8-1 Tuesday, May 31, 2022 at 9:35:46 AM

Statement of Costs of Services from Related Organizations and Home Office Costs

I. Costs Incurred And Adjustments Required As A Result Of Transactions With Related Organizations Or Claimed Home Office Costs:

CMS #	Line No.	Cost Center	Expense Items	Amount	Amount	Adjustments
				Allowable In Cost	Included in Wkst A col 5	
1	2	3	4	5	6	(col 4 - 5)
1	4	Administrative & General	Support Services Allocation	0	943,794	-943,794
2	1	Cap Rel Costs - Bldgs & Fixtures	Support Services Allocation	2,949	0	2,949
3	4	Administrative & General	Support Services Allocation - Wages	104,777	0	104,777
4	4	Administrative & General	Support Services Allocation	3,123	0	3,123
5	4	Administrative & General	Support Services Allocation	7,280	0	7,280
6	30	Skilled Nursing Facility	Support Services Allocation - Wages	143,184	0	143,184
7	3	Employee Benefits	Support Services Allocation - Benefits	11,171	0	11,171
8	8	Dietary	Support Services Allocation - Wages	74,343	0	74,343
9	3	Employee Benefits	Support Services Allocation - Benefits	5,800	0	5,800
9.01	2	Cap Rel Costs - Movable Equipment	Pooled Allocation	35,568	0	35,568
9.02	4	Administrative & General	Pooled Allocation	8,823	0	8,823
9.03	4	Administrative & General	Pooled Allocation	1,282,654	0	1,282,654
10		TOTALS		1,679,672	943,794	735,878

II. Interrelationship To Related Organization(s) And/Or Home Office:

The Secretary, by virtue of authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part II of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities and supplies furnished by organizations related to you by common ownership or control, represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the requested information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

----- Related Organization(s) -----					
#	Symbol	Name	Percentage	Percent	Type
			of Ownership	of Ownership	of Business
1	2	3	4	5	6
1	B		0%	ESKATON PROPERTIES	
		INCORPORATE		100%	Support Services

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider
- B. Corporation, partnership or other organization has financial interest in provider
- C. Provider has financial interest in corporation, partnership, or other organization
- D. Director, officer, administrator or key person of provider or relative of such person has financial interest in related organization
- E. Individual is director, officer, administrator, or key person of provider and related organization
- F. Director, officer, administrator or key person of related organization or relative of such person has financial interest in provider
- G. Other:

ESKATON CARE CENTER GREENHAVEN  
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 Period from 1/1/2021 to 12/31/2021

Worksheet A-8-2 Tuesday, May 31, 2022 at 9:35:46 AM

Provider-Based Physicians Adjustments

Wkst A Line No	Cost Center / Physician Identifier	Total Remuner- ation	Profess- ional Component	Provider Component	RCE Amount	Physician/ Provider Component Hours	Unadjusted RCE Limit	5% of Unadjusted RCE Limit
1	2	3	4	5	6	7	8	9
100	Total	0	0	0		0	0	0

Wkst A Line No	Cost Center / Physician Identifier	Cost of Memberships & Continuing Education	Provider Component Share of Col 12	Physician Cost of Malpractice Insurance	Provider Component Share of Col 14	Adjusted RCE Limit	RCE Dis- allowance	Adjustment
10	11	12	13	14	15	16	17	18
100	Total	0	0	0	0	0	0	0

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:35:46 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Net Expenses For Cost Allocation 0	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	SubTotal 3A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- keeping (Square Feet) 7
1 Cap Rel Costs - Bldgs & Fixtures	213,964	213,964							
2 Cap Rel Costs - Movable Equipment	180,407		180,407						
3 Employee Benefits	2,628,708	2,492	2,101	2,633,301					
4 Administrative & General	2,800,351	23,061	19,444	148,300	2,991,156	2,991,156			
5 Plant Operation, Maint. & Repairs	469,049	2,726	2,298	31,060	505,133	104,620	609,753		
6 Laundry & Linen Service	123,717	2,877	2,426	32,952	161,972	33,547	9,448	204,967	
7 Housekeeping	330,853	1,836	1,548	91,578	425,815	88,192	6,029	0	520,036
8 Dietary	856,282	22,007	18,556	142,047	1,038,892	215,169	72,267	0	63,239
9 Nursing Administration	259,733	4,764	4,016	86,420	354,933	73,512	15,643	0	13,688
10 Central Services & Supply	0	0	0	0	0	0	0	0	0
11 Pharmacy	0	0	0	0	0	0	0	0	0
12 Medical Records & Library	177,859	763	644	56,720	235,986	48,876	2,507	0	2,194
13 Social Service	295,249	555	468	71,906	368,178	76,255	1,823	0	1,595
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	4,494,019	78,464	66,159	1,042,054	5,680,696	1,176,559	257,659	101,084	225,471
31 Nursing Facility	2,537,759	63,725	53,731	602,538	3,257,753	674,726	209,259	103,883	183,118
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	14,305	0	0	0	14,305	2,963	0	0	0
41 Laboratory	82,998	0	0	0	82,998	17,190	0	0	0
42 Intravenous Therapy	58,627	0	0	0	58,627	12,142	0	0	0
43 Oxygen (Inhalation) Therapy	10,492	353	298	0	11,143	2,308	1,160	0	1,015
44 Physical Therapy	625,118	5,489	4,628	199,201	834,436	172,823	18,025	0	15,774
45 Occupational Therapy	313,593	1,363	1,149	100,001	416,106	86,181	4,475	0	3,916
46 Speech Pathology	88,572	1,735	1,463	28,524	120,294	24,915	5,698	0	4,986
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	112,700	580	489	0	113,769	23,563	1,906	0	1,668
49 Drugs Charged to Patients	261,348	265	223	0	261,836	54,230	870	0	761
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	3,739	0	0	0	3,739	774	0	0	0
52 Other Ancillary Service Cost Center	697	0	0	0	697	144	0	0	0
84 Other Special Purpose Cost	491,065	0	0	0	491,065	101,706	0	0	0
89 Subtotals	17,431,204	213,055	179,641	2,633,301	17,429,529	2,990,395	606,769	204,967	517,425
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	1,998	909	766	0	3,673	761	2,984	0	2,611
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	17,433,202	213,964	180,407	2,633,301	17,433,202	2,991,156	609,753	204,967	520,036

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:35:46 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	1,389,567								
9 Nursing Administration	0	457,776							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	289,563				
13 Social Service	0	0	0	0	0	447,851			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	685,297	290,057	0	0	127,027	220,868	8,764,718	0	8,764,718
31 Nursing Facility	704,270	167,719	0	0	130,534	226,983	5,658,245	0	5,658,245
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	388	0	17,656	0	17,656
41 Laboratory	0	0	0	0	1,805	0	101,993	0	101,993
42 Intravenous Therapy	0	0	0	0	417	0	71,186	0	71,186
43 Oxygen (Inhalation) Therapy	0	0	0	0	284	0	15,910	0	15,910
44 Physical Therapy	0	0	0	0	9,349	0	1,050,407	0	1,050,407
45 Occupational Therapy	0	0	0	0	9,837	0	520,515	0	520,515
46 Speech Pathology	0	0	0	0	1,879	0	157,772	0	157,772
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	137	0	141,043	0	141,043
49 Drugs Charged to Patients	0	0	0	0	7,906	0	325,603	0	325,603
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	4,513	0	4,513
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	841	0	841
84 Other Special Purpose Cost	0	0	0	0	0	0	592,771	0	592,771
89 Subtotals	1,389,567	457,776	0	0	289,563	447,851	17,423,173	0	17,423,173
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	10,029	0	10,029
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	1,389,567	457,776	0	0	289,563	447,851	17,433,202	0	17,433,202

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:35:46 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Directly Assigned Capital Related Costs	Cap Rel Build & Fixtures (Square Feet)	Cap Rel Movable Equipment (Square Feet)	SubTotal	Employee Benefits (Gross Salaries)	Adminis- trative & General (Accum. Cost)	Plant Oper Maint. & Repair (Square Feet)	Laundry & Linen Service (Pounds of Laundry)	House- keeping (Square Feet)
	0	1	2	2A	3	4	5	6	7
1 Cap Rel Costs - Bldgs & Fixtures	0	0							
2 Cap Rel Costs - Movable Equipment	0	0	0						
3 Employee Benefits	0	2,492	2,101	4,593	4,593				
4 Administrative & General	0	23,061	19,444	42,505	259	42,764			
5 Plant Operation, Maint. & Repairs	0	2,726	2,298	5,024	54	1,496	6,574		
6 Laundry & Linen Service	0	2,877	2,426	5,303	58	480	102	5,943	
7 Housekeeping	0	1,836	1,548	3,384	160	1,261	65	0	4,870
8 Dietary	0	22,007	18,556	40,563	248	3,076	779	0	592
9 Nursing Administration	0	4,764	4,016	8,780	151	1,051	169	0	128
10 Central Services & Supply	0	0	0	0	0	0	0	0	0
11 Pharmacy	0	0	0	0	0	0	0	0	0
12 Medical Records & Library	0	763	644	1,407	99	699	27	0	21
13 Social Service	0	555	468	1,023	125	1,090	20	0	15
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	0	78,464	66,159	144,623	1,814	16,821	2,778	2,931	2,110
31 Nursing Facility	0	63,725	53,731	117,456	1,052	9,646	2,256	3,012	1,715
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	0	42	0	0	0
41 Laboratory	0	0	0	0	0	246	0	0	0
42 Intravenous Therapy	0	0	0	0	0	174	0	0	0
43 Oxygen (Inhalation) Therapy	0	353	298	651	0	33	13	0	10
44 Physical Therapy	0	5,489	4,628	10,117	348	2,471	194	0	148
45 Occupational Therapy	0	1,363	1,149	2,512	175	1,232	48	0	37
46 Speech Pathology	0	1,735	1,463	3,198	50	356	61	0	47
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	580	489	1,069	0	337	21	0	16
49 Drugs Charged to Patients	0	265	223	488	0	775	9	0	7
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	11	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	2	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	1,454	0	0	0
89 Subtotals	0	213,055	179,641	392,696	4,593	42,753	6,542	5,943	4,846
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	909	766	1,675	0	11	32	0	24
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	0	213,964	180,407	394,371	4,593	42,764	6,574	5,943	4,870

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:35:46 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	45,258								
9 Nursing Administration	0	10,279							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	2,253				
13 Social Service	0	0	0	0	0	2,273			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	22,320	6,513	0	0	988	1,121	202,019	0	202,019
31 Nursing Facility	22,938	3,766	0	0	1,017	1,152	164,010	0	164,010
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	3	0	45	0	45
41 Laboratory	0	0	0	0	14	0	260	0	260
42 Intravenous Therapy	0	0	0	0	3	0	177	0	177
43 Oxygen (Inhalation) Therapy	0	0	0	0	2	0	709	0	709
44 Physical Therapy	0	0	0	0	73	0	13,351	0	13,351
45 Occupational Therapy	0	0	0	0	76	0	4,080	0	4,080
46 Speech Pathology	0	0	0	0	15	0	3,727	0	3,727
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	1	0	1,444	0	1,444
49 Drugs Charged to Patients	0	0	0	0	61	0	1,340	0	1,340
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	11	0	11
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	2	0	2
84 Other Special Purpose Cost	0	0	0	0	0	0	1,454	0	1,454
89 Subtotals	45,258	10,279	0	0	2,253	2,273	392,629	0	392,629
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	1,742	0	1,742
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	45,258	10,279	0	0	2,253	2,273	394,371	0	394,371



ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:35:46 AM

COST ALLOCATION - STATISTICAL BASIS

	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	Reconcil- iation 4A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- keeping (Square Feet) 7	Dietary (Meals Served) 8
1	Cap Rel Costs - Bldgs & Fixtures	33,912							
2	Cap Rel Costs - Movable Equipment		33,912						
3	Employee Benefits	395	8,176,929						
4	Administrative & General	3,655	460,503	-2,991,156	14,442,046				
5	Plant Operation, Maint. & Repairs	432	96,449	0	505,133	29,430			
6	Laundry & Linen Service	456	102,323	0	161,972	456	372,770		
7	Housekeeping	291	284,368	0	425,815	291	0	28,683	
8	Dietary	3,488	441,086	0	1,038,892	3,488	0	3,488	111,831
9	Nursing Administration	755	268,353	0	354,933	755	0	755	0
10	Central Services & Supply	0	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0	0
12	Medical Records & Library	121	176,126	0	235,986	121	0	121	0
13	Social Service	88	223,283	0	368,178	88	0	88	0
ANCILLARY SERVICE COST CENTERS									
30	Skilled Nursing Facility	12,436	3,235,779	0	5,680,696	12,436	183,840	12,436	55,152
31	Nursing Facility	10,100	1,871,003	0	3,257,753	10,100	188,930	10,100	56,679
33	Other Long Term Care	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40	Radiology	0	0	0	14,305	0	0	0	0
41	Laboratory	0	0	0	82,998	0	0	0	0
42	Intravenous Therapy	0	0	0	58,627	0	0	0	0
43	Oxygen (Inhalation) Therapy	56	56	0	11,143	56	0	56	0
44	Physical Therapy	870	618,561	0	834,436	870	0	870	0
45	Occupational Therapy	216	310,523	0	416,106	216	0	216	0
46	Speech Pathology	275	88,572	0	120,294	275	0	275	0
47	Electrocardiology	0	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	92	92	0	113,769	92	0	92	0
49	Drugs Charged to Patients	42	42	0	261,836	42	0	42	0
SPECIAL PURPOSE COST CENTERS									
51	Support Surfaces	0	0	0	3,739	0	0	0	0
52	Other Ancillary Service Cost Center	0	0	0	697	0	0	0	0
80	Malpractice Premiums & Paid Losses	0	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	0	0	491,065	0	0	0	0
89	Subtotal	33,768	33,768	8,176,929	-2,991,156	14,438,373	29,286	372,770	28,539
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0
91	Barber and Beauty Shop	144	144	0	3,673	144	0	144	0
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0	0
98	Cross Foot Adjustments	0	0	0	0	0	0	0	0
99	Negative Cost Center	0	0	0	0	0	0	0	0
102	Cost to be Allocated per Bp1	213,964	180,407	2,633,301	2,991,156	609,753	204,967	520,036	1,389,567
103	Unit Cost Multiplier per Bp1	6.309389	5.319857	0.322040	0.000000	0.207114	0.549848	18.130461	12.425598
104	Cost to be Allocated per Bp2	0	0	4,593	0	42,764	6,574	5,943	4,870
105	Unit Cost Multiplier per Bp2	0.000000	0.000000	0.000562	0.000000	0.002961	0.223378	0.015943	0.169787

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:35:46 AM

COST ALLOCATION - STATISTICAL BASIS

	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13
1	Cap Rel Costs - Bldgs & Fixtures				
2	Cap Rel Costs - Movable Equipment				
3	Employee Benefits				
4	Administrative & General				
5	Plant Operation, Maint. & Repairs				
6	Laundry & Linen Service				
7	Housekeeping				
8	Dietary				
9	Nursing Administration	281,319			
10	Central Services & Supply	0	37,277		
11	Pharmacy	0	37,277		
12	Medical Records & Library	0	0	17,591,382	
13	Social Service	0	0	0	37,277
ANCILLARY SERVICE COST CENTERS					
30	Skilled Nursing Facility	178,250	18,384	18,384	7,716,837
31	Nursing Facility	103,069	18,893	18,893	7,930,481
33	Other Long Term Care	0	0	0	0
OTHER REIMBURSABLE COST CENTERS					
40	Radiology	0	0	23,545	0
41	Laboratory	0	0	109,676	0
42	Intravenous Therapy	0	0	25,316	0
43	Oxygen (Inhalation) Therapy	0	0	17,264	0
44	Physical Therapy	0	0	567,920	0
45	Occupational Therapy	0	0	597,585	0
46	Speech Pathology	0	0	114,150	0
47	Electrocardiology	0	0	0	0
48	Medical Supplies Charged to Patients	0	0	8,308	0
49	Drugs Charged to Patients	0	0	480,300	0
SPECIAL PURPOSE COST CENTERS					
51	Support Surfaces	0	0	0	0
52	Other Ancillary Service Cost Center	0	0	0	0
80	Malpractice Premiums & Paid Losses	0	0	0	0
84	Other Special Purpose Cost	0	0	0	0
89	Subtotal	281,319	37,277	17,591,382	37,277
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0
91	Barber and Beauty Shop	0	0	0	0
95	Other Non Reimbursable Cost	0	0	0	0
98	Cross Foot Adjustments	0	0	0	0
99	Negative Cost Center	0	0	0	0
102	Cost to be Allocated per Bp1	457,776	0	289,563	447,851
103	Unit Cost Multiplier per Bp1	1.627249	0.000000	0.016461	12.014137
104	Cost to be Allocated per Bp2	10,279	0	2,253	2,273
105	Unit Cost Multiplier per Bp2	0.036539	0.000000	0.000128	0.060976

ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet B-2 Tuesday, May 31, 2022 at 9:35:46 AM

Post Step Down Adjustments

Worksheet B

-----  
Part No. Line No. Amount

Description  
1

#

Worksheet has no records.

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet C Tuesday, May 31, 2022 at 9:35:46 AM

Ratio of Cost of Charges  
 for Ancillary and Outpatient Cost Centers

CMS #	COST CENTER	Total 1	Total Charges 2	Ratio 3
	ANCILLARY SERVICE COST CENTERS			
	OUTPATIENT SERVICE COST CENTERS			
40	Radiology	17,656	23,545	0.749883
41	Laboratory	101,993	109,676	0.929948
42	Intravenous Therapy	71,186	25,316	2.811898
43	Oxygen (Inhalation) Therapy	15,910	17,264	0.921571
44	Physical Therapy	1,050,407	567,920	1.849569
45	Occupational Therapy	520,515	597,585	0.871031
46	Speech Pathology	157,772	114,150	1.382146
47	Electrocardiology	0	0	0.000000
48	Medical Supplies Charged to Patients	141,043	8,308	16.976769
49	Drugs Charged to Patients	325,603	480,300	0.677916
51	Support Surfaces	4,513	0	0.000000
52	Other Ancillary Service Cost Center	841	0	0.000000
100	TOTAL	2,407,439	1,944,064	

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part I Tuesday, May 31, 2022 at 9:35:46 AM

Skilled Nursing Facility  
 Title XVIII

PART I - ANCILLARY COST APPORTIONMENT

CMS #	Cost Center Description	Ratio of cost to charges 1	Health Care Program Charges		Health Care Program Cost	
			Part A 2	Part B 3	Part A 4	Part B 5
ANCILLARY SERVICE COST CENTERS						
40	Radiology	0.749883	4,838	0	3,628	0
41	Laboratory	0.929948	14,519	0	13,502	0
42	Intravenous Therapy	2.811898	12,708	0	35,734	0
43	Oxygen (Inhalation) Therapy	0.921571	78	0	72	0
44	Physical Therapy	1.849569	120,779	0	223,389	0
45	Occupational Therapy	0.871031	128,225	0	111,688	0
46	Speech Pathology	1.382146	18,502	0	25,572	0
47	Electrocardiology	0.000000	0	0	0	0
48	Medical Supplies Charged to Patients	16.976769	756	0	12,834	0
49	Drugs Charged to Patients	0.677916	97,619	0	66,177	0
51	Support Surfaces	0.000000	0	0	0	0
52	Other Ancillary Service Cost Center	0.000000	0	0	0	0
100	TOTAL		398,024	0	492,596	0

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part II Tuesday, May 31, 2022 at 9:35:46 AM

Skilled Nursing Facility  
 Title XVIII

Part II - APPORTIONMENT OF VACCINE COST

#	Description	Amount
1	Drugs charged to patients - RCC	0.677916
2	Program vaccine charges	0
3	Program costs	0

Part III - CALCULATION OF PASS-THROUGH COSTS FOR INTERNS AND RESIDENTS

	Total Cost (From Worksheet B, Part I, Col 18 1	Nursing & Allied Health Costs (From Wkst B Part I, Col 14) 2	Ratio of Nursing & Allied Health Costs To Total Costs - Part A (Col 2 / Col 1) 3	Program Part A Cost (From Wkst D Part I, Col 4) 4	Part A Nursing & Allied Health Costs for Pass Through (Col 3 X Col 4) 5
40	Radiology	0	0.000000	3,628	0
41	Laboratory	0	0	13,502	0
42	Intravenous Therapy	0	0	35,734	0
43	Oxygen (Inhalation) Therapy	0	0	72	0
44	Physical Therapy	0	0	223,389	0
45	Occupational Therapy	0	0	111,688	0
46	Speech Pathology	0	0	25,572	0
47	Electrocardiology	0	0	0	0
48	Medical Supplies Charged to Patients	0	0	12,834	0
49	Drugs Charged to Patients	0	0	66,177	0
51	Support Surfaces	0	0	0	0
	=====	=====	=====	=====	=====
100	TOTAL	0	0	492,596	0

ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:35:46 AM

Nursing Facility  
Title XVIII

PART I - CALCULATION OF INPATIENT ROUTINE COSTS

CMS #	DESCRIPTION	AMOUNT
1	Inpatient days incl. private	18,384
2	Private room days	0
3	Inpatient days incl. Program prvt.	1,624
4	Med. nec. Program prvt. room days	0
5	Total general Inpatient routine svc.s co	8,764,718
PRIVATE ROOM DIFFERENTIAL ADJUSTMENT		
6	General Inpatient routine service charge	15,647,318
7	General Inpatient routine service RCC	0.560142
8	Private room charges	0
9	Avg. private room per diem charge	0.00
10	Semi-private room charges	0
11	Avg. semi-private room per diem charge	0.00
12	Avg. private room charge diff.	0.00
13	Avg. private room cost diff.	0.00
14	Private room cost diff. adjustment	0
15	General Inpatient routine service cost n	8,764,718
PROGRAM INPATIENT ROUTINE SERVICE COSTS		
16	Adjusted general Inpatient per diem cost	476.76
17	Program routine service cost	774,258
18	Med. nec. program prvt. room cost	0
19	Total program general Inpatient cost	774,258
20	Capital related cost allocated to inpati	202,019
21	Per diem capital related costs	10.99
22	Program capital related cost	17,848
23	Inpatient routine service cost	756,410
24	Aggregate charges to beneficiaries for e	0
25	Total program routine service costs for	756,410
26	Per diem limitation	0.00
27	I/p routine service cost limitation	0
28	Reimbursable Inpatient routine service c	0

ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:35:46 AM

Computation of Inpatient Routine Costs

Part II - Calculation of Inpatient Nursing & Allied Health Cost for PPS Pass-through  
Skilled Nursing Facility  
Title XVIII

Line No.	Item Description	Amounts
1	Total inpatient days (see instructions)	18,384
2	Program inpatient days (see instructions)	1,624
3	Total Nursing & Allied Health costs ( see instructions)	0
4	Nursing & Allied Health ratio (Line 2 divided by line 1)	0.088338
5	Program Nursing & Allied Health costs for pass-through (Line 3 times line 4)	0

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ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet E Tuesday, May 31, 2022 at 9:35:46 AM

Calculation of Reimbursement Settlement  
Title XVIII

PART I - SNF REIMBURSEMENT UNDER PPS

PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT

1	Inpatient PPS amount (See Instructions)	1,306,381
2	Nursing and Allied Health Education Activities (pass through payments)	0
		-----
3	Subtotal	1,306,381
4	Primary payor amounts	0
5	Coinsurance	261,276
6	Reimbursable bad debts (From your records)	0
7	Reimbursable bad debts for dual eligible beneficiaries (See instructions)	0
8	Adjusted reimbursable bad debts. (See instructions)	0
9	Recovery of bad debts - for statistical records only	0
10	Utilization review	0
		-----
11	Subtotal	1,045,105
12	Interim payments (See instructions)	1,045,105
13	Tentative adjustment	0
14	Other adjustment (See instructions)	0
14.50	Demonstration payment adjustment amount before sequestration	0
14.55	Demonstration payment adjustment amount after sequestration	0
14.75	Sequestration for non-claims based amounts (See instructions)	0
14.99	Sequestration adjustment (See instructions)	0
15	Balance due provider/program	0
16	Protested amounts (Nonallowable cost report items)	0

PART I - SNF REIMBURSEMENT UNDER PPS

PART B - ANCILLARY SERVICES COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES

17	Ancillary services Part B	0
18	Vaccine cost	0
19	Total reasonable costs	0
20	Medicare Part B ancillary charges	0
21	Cost of covered services	0
22	Primary payor amounts	0
23	Coinsurance and deductibles	0
24	Reimbursable bad debts	0
24.01	Reimbursable bad debts for dual eligible beneficiaries (see inst	0
24.02	Adjusted reimbursable bad debts (see instructions)	0
		-----
25	Subtotal	0
26	Interim adjustment	0
27	Tentative adjustment	0
28	Other adjustments (See instructions) Specify	0
28.50	Demonstration payment adjustment amount before sequestration	0
28.55	Demonstration payment adjustment amount after sequestration	0
28.99	Sequestration amount (see instructions)	0
		-----
29	Balance due provider/program	0
30	Protested amounts (Nonallowable cost report items)	0

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet E-1 Tuesday, May 31, 2022 at 9:35:46 AM

Analysis of Payments to Providers for Service Rendered

CMS #	DESCRIPTION	---- Inpatient Part A ---		----- Part B -----	
		Mo/Day/Year	Amount	Mo/Day/Year	Amount
		1	2	3	4
1	Total interim payments paid to provider		1,045,105		0
2	Interim payments payable on individual bills, eithe		0		0
3.01	Lump sums ... to Provider		0		0
3.02	Lump sums ... to Provider		0		0
3.03	Lump sums ... to Provider		0		0
3.04	Lump sums ... to Provider		0		0
3.05	Lump sums ... to Provider		0		0
3.50	Lump sums ... to Program		0		0
3.51	Lump sums ... to Program		0		0
3.52	Lump sums ... to Program		0		0
3.53	Lump sums ... to Program		0		0
3.54	Lump sums ... to Program		0		0
3.99	SUBTOTAL		0		0
4	TOTAL INTERIM PAYMENTS		1,045,105		0
TO BE COMPLETED BY CONTRACTOR					
5	Items Below for INTERMEDIARIES:				
5.01	Settlement ... to Provider		0		0
5.02	Settlement ... to Provider		0		0
5.03	Settlement ... to Provider		0		0
5.50	Settlement ... to Program		0		0
5.51	Settlement ... to Program		0		0
5.52	Settlement ... to Program		0		0
5.99	SUBTOTAL		0		0
6.01	Net settlement ... to Provider		0		0
6.50	Net settlement ... to Program		0		0
7	TOTAL MEDICARE PROGRAM LIABILITY		0		0

Name of Contractor: \_\_\_\_\_ Contractor Number: \_\_\_\_\_

8	Name of Contractor/Number	0	0
---	---------------------------	---	---

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:35:46 AM

BALANCE SHEET

CMS #	ASSETS (omit cents)	General	Specific	Endowment	Plant
		Fund 1	Purpose Fund 2	Fund 3	Fund 4
<b>CURRENT ASSETS</b>					
1	Cash on hand and in banks	1,300	0	0	0
2	Temporary investments	0	0	0	0
3	Notes receivable	0	0	0	0
4	Accounts receivable	1,200,134	0	0	0
5	Other receivables	0	0	0	0
	Less: allowances for uncollectible notes and accounts receivable	35,712	0	0	0
7	Inventory	56,723	0	0	0
8	Prepaid expenses	92,827	0	0	0
9	Other current assets	0	0	0	0
10	Due from other funds	0	0	0	0
11	<b>TOTAL CURRENT ASSETS</b>	<b>1,315,272</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FIXED ASSETS</b>					
12	Land	1,183,925	0	0	0
13	Land improvements	398,558	0	0	0
14	Less: Accumulated depreciation	248,618	0	0	0
15	Buildings	2,089,092	0	0	0
16	Less: Accumulated depreciation	6,248,210	0	0	0
17	Leasehold improvements	8,092,718	0	0	0
18	Less: Accumulated amortization	3,113,104	0	0	0
19	Fixed equipment	0	0	0	0
20	Less: Accumulated depreciation	0	0	0	0
21	Automobiles and trucks	0	0	0	0
22	Less: Accumulated depreciation	0	0	0	0
23	Major movable equipment	2,901,873	0	0	0
24	Less: Accumulated depreciation	2,211,347	0	0	0
25	Minor equipment depreciable	0	0	0	0
26	Minor equipment nondepreciable	0	0	0	0
27	Other fixed assets	167,534	0	0	0
28	<b>TOTAL FIXED ASSETS</b>	<b>3,012,421</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER ASSETS</b>					
29	Investments	0	0	0	0
30	Deposits on leases	0	0	0	0
31	Due from owners/officers	0	0	0	0
32	Other assets	33,628	0	0	0
33	<b>TOTAL OTHER ASSETS</b>	<b>33,628</b>	<b>0</b>	<b>0</b>	<b>0</b>
34	<b>TOTAL ASSETS</b>	<b>4,361,321</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:35:46 AM

BALANCE SHEET

CMS #	LIABILITIES AND FUND BALANCES (omit cents)	General Fund 1	Specific Purpose Fund 2	Endowment Fund 3	Plant Fund 4
<b>CURRENT LIABILITIES</b>					
35	Accounts payable	380,815	0	0	0
36	Salaries, wages & fees payable	0	0	0	0
37	Payroll taxes payable	470,448	0	0	0
38	Notes & loans payable (short term)	1,877	0	0	0
39	Deferred income	0	0	0	0
40	Accelerated payments	0			
41	Due to other funds	0	0	0	0
42	Other current liabilities	52,643	0	0	0
43	<b>TOTAL CURRENT LIABILITIES</b>	<b>905,783</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LONG TERM LIABILITIES</b>					
44	Mortgage payable	253,105	0	0	0
45	Notes payable	0	0	0	0
46	Unsecured loans	0	0	0	0
47	Loans from owners	0	0	0	0
48	Other long term liabilities	1,930,048	0	0	0
49	Trust Funds	39,291	0	0	0
50	<b>TOTAL LONG TERM LIABILITIES</b>	<b>2,222,444</b>	<b>0</b>	<b>0</b>	<b>0</b>
51	<b>TOTAL LIABILITIES</b>	<b>3,128,227</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL ACCOUNTS</b>					
52	General fund balance	1,233,094			
53	Specific purpose fund		0		
54	Donor created - endowment fund balance - restricted		0	0	
55	Donor created - endowment fund balance - unrestricted			0	
56	Governing body created - endowment fund balance			0	
57	Plant fund balance - invested in plant				0
58	Plant fund balance - reserve for plant improvement, replacement and expansion				0
59	<b>TOTAL FUND BALANCES</b>	<b>1,233,094</b>	<b>0</b>	<b>0</b>	<b>0</b>
60	<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>4,361,321</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-1 Tuesday, May 31, 2022 at 9:35:46 AM

STATEMENT OF CHANGES IN FUND BALANCES

	----- GENERAL FUND -----		SPECIFIC PURPOSE FUND -	----- ENDOWMENT FUND -----		----- PLANT FUND -----		
	1	2		3	4	5	6	7
1 Fund balances - beginning		954827		0		0		0
2 Net income (loss)		-2702686						
3 Total		-1747859		0		0		0
4 Additions (Credit adjustments)	0		0		0		0	
5 Transfer	2980953		0		0		0	
6	0		0		0		0	
7	0		0		0		0	
8	0		0		0		0	
9	0		0		0		0	
10 Total Additions		2980953		0		0		0
11 Subtotal		1233094		0		0		0
12 Deductions (Debit adjustments)	0		0		0		0	
13	0		0		0		0	
14	0		0		0		0	
15	0		0		0		0	
16	0		0		0		0	
17	0		0		0		0	
18 Total deductions		0		0		0		0
19 Fund balances - ending		1233094		0		0		0

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ESKATON CARE CENTER GREENHAVEN  
 Provider CCN: 55-5098  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part I Tuesday, May 31, 2022 at 9:35:46 AM

Statement of Patient Revenues and Operating Expenses

PART I - PATIENT REVENUES

CMS #	REVENUE CENTER	Inpatient 1	Outpatient 2	Total 3
	<b>GENERAL INPATIENT ROUTINE CARE SERVICES</b>			
1	Skilled Nursing Facility	7,716,837		7,716,837
2	Nursing Facility	7,930,481		7,930,481
4	Other Long Term Care	0		0
		-----	-----	-----
5	Total general Inpatient care services	15,647,318		15,647,318
	<b>ALL OTHER CARE SERVICES</b>			
6	Ancillary services	1,944,064	0	1,944,064
		-----	-----	-----
13	Other	0	0	0
		=====	=====	=====
14	Total Patient Revenues	17,591,382	0	17,591,382

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ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part II Tuesday, May 31, 2022 at 9:35:46 AM

Statement of Patient Revenues and Operating Expenses

PART II - OPERATING EXPENSES

CMS #	Description	
1	Operating Expenses	17,204,045
2	Additions	0
3		0
4		0
5		0
6		0
7		0
8	Total Additions	----- 0
9	Deductions	0
10		0
11		0
12		0
13		0
14	Total Deductions	----- 0
15	Total Operating Expenses	----- 17,204,045 =====

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ESKATON CARE CENTER GREENHAVEN  
Provider CCN: 55-5098  
Period from 1/1/2021 to 12/31/2021

Worksheet G-3 Tuesday, May 31, 2022 at 9:35:46 AM

Statement of Revenues and Expenses

CMS #	Description	
1	Total Patient Revenues	17,591,382
2	Less: contractual allowances and ...	3,096,575
3	Net Patient Revenues (Line 1 - 2)	14,494,807
4	Less: total operating expenses	17,204,045
5	Net income from service to patients (Line 3 - 4)	-2,709,238
	Other Income:	
6	Contributions, donations, bequests, etc.	0
7	Income from investments	0
8	Revenues from communications (Telephone and Internet service)	0
9	Revenues from television and radio service	0
10	Purchase discounts	0
11	Rebates and refunds of expenses	0
12	Parking lot receipts	0
13	Revenue from laundry and linen service	0
14	Revenue from meals sold to employees and guests	0
15	Revenue from rental of living quarters	0
16	Revenue from sale of medical and surgical supplies to other than patients	0
17	Revenue from sale of drugs to other than patients	0
18	Revenue from sale of medical records and abstracts	0
19	Tuition (fees, sales of textbooks, uniforms, etc)	0
20	Revenue from gifts, flowers, coffee shops, canteen	0
21	Rental of vending machines	0
22	Rental of skilled nursing space	0
23	Government appropriations	0
24	Miscellaneous Revenue	6,552
24.50	COVID-19 PHE Funding	0
25	Total other income	6,552
26	Total	-2,702,686
27	Other Expenses (specify)	0
28		0
29		0
30	Total other expenses	0
31	Net income (or loss) for the period	-2,702,686



**SECTION 999.5(d)(5)(C)**

**15) Medicare Cost Report data for Greenhaven dated  
December 31, 2020**

This report is required by law (42 USC 1395g; 42 CFR 413.20(b)). Failure to report can result in all interim payments made since the beginning of the cost reporting period being deemed overpayments (42 USC 1395g). FORM APPROVED OMB NO. 0938-0463 Expires: 12/31/2021

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX COST REPORT CERTIFICATION AND SETTLEMENT SUMMARY	Provider CCN: 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet S Parts I, II & III Date/Time Prepared: 5/18/2021 12:59 pm
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<b>PART I - COST REPORT STATUS</b>			
Provider use only	1. <input checked="" type="checkbox"/> Electronically filed cost report	Date: 5/18/2021 Time: 12:59 pm	
	2. <input type="checkbox"/> Manually submitted cost report		
	3. <input type="checkbox"/> If this is an amended report enter the number of times the provider resubmitted this cost report		
	3.01 <input type="checkbox"/> No Medicare Utilization. Enter "Y" for yes or leave blank for no.		
Contractor use only	4. <input checked="" type="checkbox"/> Cost Report Status (1) As Submitted (2) Settled without audit (3) Settled with audit (4) Reopened (5) Amended	5. Date Received:	
		6. Contractor No.	
		7. <input type="checkbox"/> First Cost Report for this Provider CCN	
		8. <input type="checkbox"/> Last Cost Report for this Provider CCN	
		9. NPR Date:	
		10. <input type="checkbox"/> If line 4, column 1 is "4": Enter number of times reopened	
		11. Contractor Vendor Code	4
		12. <input type="checkbox"/> Medicare Utilization. Enter "F" for full, "L" for low, or "N" for no utilization.	

**PART II - CERTIFICATION**  
 MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF PROVIDER(S)

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by ESKATON CARE CENTER GREENHAVEN ( 555098 ) for the cost reporting period beginning 01/01/2020 and ending 12/31/2020 and to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

(Signed) \_\_\_\_\_  
 Chief Financial Officer or Administrator of Provider(s)  
 ADMINISTRATOR  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Cost Center Description	Title V 1.00	Title XVII		Title XIX 4.00	
		Part A 2.00	Part B 3.00		
<b>PART III - SETTLEMENT SUMMARY</b>					
1.00 SKILLED NURSING FACILITY	0	0	0	0	1.00
2.00 NURSING FACILITY	0				2.00
3.00 ICF/IID					3.00
4.00 SNF - BASED HHA I	0	0	0		4.00
5.00 SNF - BASED RHC I	0				5.00
6.00 SNF - BASED FOHC I	0				6.00
7.00 SNF - BASED CMHC I	0				7.00
100.00 TOTAL	0	0	0	0	100.00

The above amounts represent "due to" or "due from" the applicable program for the element of the above complex indicated.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0050. The time required to complete and review the information collection is estimated 673 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX IDENTIFICATION DATA	Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part I Date/Time Prepared: 5/18/2021 12:59 pm
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		1.00	2.00	3.00							
Skilled Nursing Facility and Skilled Nursing Facility Complex Address:											
1.00	Street: 455 FLORIN ROAD	PO Box:									
2.00	City: SACRAMENTO	State: CA	Zip Code: 95831								
3.00	County: SACRAMENTO	CBSA Code: 40900	Urban/Rural: U								
3.01		CBSA Code:									
		Component Name	Provider CCN	Date Certified	Payment System (P, O, or N)						
					V	XVIII	XIX				
		1.00	2.00	3.00	4.00	5.00	6.00				
SNF and SNF-Based Component Identification:											
4.00	SNF	ESKATON CARE CENTER GREENHAVEN	555098	07/01/1986	N	P	N	4.00			
5.00	Nursing Facility	ESKATON CARE CENTER GREENHAVEN	555098	07/01/1986	N		N	5.00			
6.00	ICF/IID								6.00		
7.00	SNF-Based HHA								7.00		
8.00	SNF-Based RHC								8.00		
9.00	SNF-Based FOHC								9.00		
10.00	SNF-Based CMHC								10.00		
11.00	SNF-Based OLTC								11.00		
12.00	SNF-Based HOSPICE								12.00		
13.00	SNF-Based CORF								13.00		
				From:	To:						
				1.00	2.00						
14.00	Cost Reporting Period (mm/dd/yyyy)			01/01/2020	12/31/2020		14.00				
15.00	Type of Control (See Instructions)			2		15.00					
						Y/N					
						1.00					
Type of Freestanding Skilled Nursing Facility											
16.00	Is this a distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?							Y		16.00	
17.00	Is this a composite distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?							N		17.00	
18.00	Are there any costs included in Worksheet A that resulted from transactions with related organizations as defined in CMS Pub. 15-1, chapter 10? If yes, complete Worksheet A-8-1.							Y		18.00	
Miscellaneous Cost Reporting Information											
19.00	If this is a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.							N		19.00	
19.01	If line 19 is yes, does this cost report meet your contractor's criteria for filing a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.							N		19.01	
Depreciation - Enter the amount of depreciation reported in this SNF for the method indicated on Lines 20 - 22.											
20.00	Straight Line							339,723		20.00	
21.00	Declining Balance							0		21.00	
22.00	Sum of the Year's Digits							0		22.00	
23.00	Sum of line 20 through 22							339,723		23.00	
24.00	If depreciation is funded, enter the balance as of the end of the period.							0		24.00	
25.00	Were there any disposal of capital assets during the cost reporting period? (Y/N)							N		25.00	
26.00	Was accelerated depreciation claimed on any assets in the current or any prior cost reporting period? (Y/N)							N		26.00	
27.00	Did you cease to participate in the Medicare program at end of the period to which this cost report applies? (Y/N)							N		27.00	
28.00	Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? (Y/N)							N		28.00	
				Part A		Part B		Other			
				1.00		2.00		3.00			
If this facility contains a public or non-public provider that qualifies for an exemption from the application of the lower of the costs or charges enter "Y" for each component and type of service that qualifies for the exemption.											
29.00	Skilled Nursing Facility							Y		Y	29.00
30.00	Nursing Facility									Y	30.00
31.00	ICF/IID									N	31.00
32.00	SNF-Based HHA							N			32.00
33.00	SNF-Based RHC									N	33.00
34.00	SNF-Based FOHC									N	34.00
35.00	SNF-Based CMHC									N	35.00
36.00	SNF-Based OLTC										36.00
				Y/N							
				1.00		2.00					
37.00	Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients? (Y/N)							N		37.00	
38.00	Are you legally-required to carry malpractice insurance? (Y/N)							Y		38.00	
39.00	Is the malpractice a "claims-made" or "occurrence" policy? If the policy is "claims-made" enter 1. If the policy is "occurrence", enter 2.							1		39.00	

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX IDENTIFICATION DATA	Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part I Date/Time Prepared: 5/18/2021 12:59 pm
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		Premiums	Paid Losses	Self Insurance		
		1.00	2.00	3.00		
41.00	List malpractice premiums and paid losses:	0	0	346,620	41.00	
				Y/N		
				1.00		
42.00	Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts.				N	42.00
43.00	Are there any home office costs as defined in CMS Pub. 15-1, Chapter 10?				Y	43.00
44.00	If line 43 is yes, enter the home office chain number and enter the name and address of the home office on lines 45, 46 and 47.				HB0273	44.00
		1.00	2.00	3.00		
If this facility is part of a chain organization, enter the name and address of the home office on the lines below.						
45.00	Name: ESKATON PROPERTIES INCORPORATED	Contractor's Name: NORIDIAN		Contractor's Number: 01011		45.00
46.00	Street: 5105 MANZANITA AVENUE	PO Box:				46.00
47.00	City: CARMICHAEL	State: CA		Zip Code: 95608		47.00

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SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX REIMBURSEMENT QUESTIONNAIRE		Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part II Date/Time Prepared: 5/18/2021 12:59 pm	
		Y/N	Date		
		1.00	2.00		
General Instruction: For all column 1 responses enter in column 1, "Y" for Yes or "N" for No. For all the date responses the format will be (mm/dd/yyyy)					
Completed by All Skilled Nursing Facilities					
Provider Organization and Operation					
1.00	Has the provider changed ownership immediately prior to the beginning of the cost reporting period? If column 1 is "Y", enter the date of the change in column 2. (see instructions)	N			1.00
		Y/N	Date	V/I	
		1.00	2.00	3.00	
2.00	Has the provider terminated participation in the Medicare Program? If column 1 is yes, enter in column 2 the date of termination and in column 3, "V" for voluntary or "I" for involuntary.	N			2.00
3.00	Is the provider involved in business transactions, including management contracts, with individuals or entities (e.g., chain home offices, drug or medical supply companies) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships? (see instructions)	N			3.00
		Y/N	Type	Date	
		1.00	2.00	3.00	
Financial Data and Reports					
4.00	Column 1: Were the financial statements prepared by a Certified Public Accountant? (Y/N) Column 2: If yes, enter "A" for Audited, "C" for Compiled, or "R" for Reviewed. Submit complete copy or enter date available in column 3. (see instructions) If no, see instructions.	Y	A	04/30/2021	4.00
5.00	Are the cost report total expenses and total revenues different from those on the filed financial statements? If column 1 is "Y", submit reconciliation.	N			5.00
		Y/N	Legal Oper.		
		1.00	2.00		
Approved Educational Activities					
6.00	Column 1: Were costs claimed for Nursing School? (Y/N) Column 2: Is the provider the legal operator of the program? (Y/N)	N		N	6.00
7.00	Were costs claimed for Allied Health Programs? (Y/N) see instructions.	N			7.00
8.00	Were approvals and/or renewals obtained during the cost reporting period for Nursing School and/or Allied Health Program? (Y/N) see instructions.	N			8.00
		Y/N			
		1.00			
Bad Debts					
9.00	Is the provider seeking reimbursement for bad debts? (Y/N) see instructions.			N	9.00
10.00	If line 9 is "Y", did the provider's bad debt collection policy change during this cost reporting period? If "Y", submit copy.			N	10.00
11.00	If line 9 is "Y", are patient deductibles and/or coinsurance waived? If "Y", see instructions.			N	11.00
Bed Complement					
12.00	Have total beds available changed from prior cost reporting period? If "Y", see instructions.			N	12.00
		Part A		Part B	
		Description	Y/N	Date	Y/N
		0	1.00	2.00	3.00
PS&R Data					
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)	N		N	13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.	N		N	14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.	N		N	15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.	N		N	16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:	N		N	17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.	Y		Y	18.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555098

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 12:59 pm

		1.00	2.00	
<b>Cost Report Preparer Contact Information</b>				
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	PATRICIA	SKARSHAUG	19.00
20.00	Enter the employer/company name of the cost report preparer.	ESKATON PROPERTIES, INC		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.	9163340810	PATTY.SKARSHAUG@ESKATON.ORG	21.00

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SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555098

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 12:59 pm

		Part B	
		Date	
		4.00	
<b>PS&amp;R Data</b>			
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)		13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.		14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.		15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.		16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:		17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.		18.00
		3.00	
<b>Cost Report Preparer Contact Information</b>			
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	DIR OF REIMBURSEMENT	19.00
20.00	Enter the employer/company name of the cost report preparer.		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.		21.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX STATISTICAL DATA

Provider No. : 555098

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-3  
 Part I  
 Date/Time Prepared:  
 5/18/2021 12:59 pm

Component		Number of Beds	Bed Days Available	Inpatient Days/Visits			
				Title V	Title XVIII	Title XIX	
		1.00	2.00	3.00	4.00	5.00	
1.00	SKILLED NURSING FACILITY	72	26,352	0	1,515	10,573	1.00
2.00	NURSING FACILITY	76	27,816	0		22,630	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	148	54,168	0	1,515	33,203	8.00
Component		Inpatient Days/Visits		Discharges			
		Other	Total	Title V	Title XVIII	Title XIX	
		6.00	7.00	8.00	9.00	10.00	
1.00	SKILLED NURSING FACILITY	5,743	17,831	0	62	305	1.00
2.00	NURSING FACILITY	1,567	24,197	0		77	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	7,310	42,028	0	62	382	8.00
Component		Discharges		Average Length of Stay			
		Other	Total	Title V	Title XVIII	Title XIX	
		11.00	12.00	13.00	14.00	15.00	
1.00	SKILLED NURSING FACILITY	132	499	0.00	24.44	34.67	1.00
2.00	NURSING FACILITY	19	96	0.00		293.90	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	151	595	0.00	24.44	328.57	8.00
Component		Average Length of Stay		Admissions			
		Total	Title V	Title XVIII	Title XIX	Other	
		16.00	17.00	18.00	19.00	20.00	
1.00	SKILLED NURSING FACILITY	35.73	0	84	73	316	1.00
2.00	NURSING FACILITY	252.05	0		38	5	2.00
3.00	ICF/IID						3.00
4.00	HOME HEALTH AGENCY COST						4.00
5.00	Other Long Term Care						5.00
6.00	SNF-Based CMHC						6.00
7.00	HOSPICE						7.00
8.00	Total (Sum of lines 1-7)	70.64	0	84	111	321	8.00
Component		Admissions		Full Time Equivalent			
		Total	Employees on Payroll	Nonpaid Workers			
		21.00	22.00	23.00			
1.00	SKILLED NURSING FACILITY	473	54.52	0.00		1.00	
2.00	NURSING FACILITY	43	33.07	0.00		2.00	
3.00	ICF/IID					3.00	
4.00	HOME HEALTH AGENCY COST					4.00	
5.00	Other Long Term Care					5.00	
6.00	SNF-Based CMHC					6.00	
7.00	HOSPICE					7.00	
8.00	Total (Sum of lines 1-7)	516	87.59	0.00		8.00	



Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part II  
Date/Time Prepared:  
5/18/2021 12:59 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART II - DIRECT SALARIES</b>						
<b>SALARIES</b>						
1.00	Total salaries (See Instructions)	9,091,738	0	9,091,738	516,869.70	17.59
2.00	Physician salaries-Part A	0	0	0	0.00	0.00
3.00	Physician salaries-Part B	0	0	0	0.00	0.00
4.00	Home office personnel	0	0	0	0.00	0.00
5.00	Sum of lines 2 through 4	0	0	0	0.00	0.00
6.00	Revised wages (line 1 minus line 5)	9,091,738	0	9,091,738	516,869.70	17.59
7.00	Other Long Term Care					
8.00	HOME HEALTH AGENCY COST					
9.00	CMHC					
10.00	HOSPICE					
11.00	Other excluded areas	0	0	0	0.00	0.00
12.00	Subtotal Excluded salary (Sum of lines 7 through 11)	0	0	0	0.00	0.00
13.00	Total Adjusted Salaries (line 6 minus line 12)	9,091,738	0	9,091,738	516,869.70	17.59
<b>OTHER WAGES &amp; RELATED COSTS</b>						
14.00	Contract Labor: Patient Related & Mgmt	0	0	0	0.00	0.00
15.00	Contract Labor: Physician services-Part A	0	0	0	0.00	0.00
16.00	Home office salaries & wage related costs	0	0	0	0.00	0.00
<b>WAGE-RELATED COSTS</b>						
17.00	Wage-related costs core (See Part IV)	3,020,155	0	3,020,155		
18.00	Wage-related costs other (See Part IV)	0	0	0		
19.00	Wage related costs (excluded units)	0	0	0		
20.00	Physician Part A - WRC	0	0	0		
21.00	Physician Part B - WRC	0	0	0		
22.00	Total Adjusted Wage Related cost (see instructions)	3,020,155	0	3,020,155		

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part III  
Date/Time Prepared:  
5/18/2021 12:59 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART III - OVERHEAD COST - DIRECT SALARIES</b>						
1.00	Employee Benefits	655,592	0	655,592	37,270.72	17.59 1.00
2.00	Administrative & General	474,564	-51,207	423,357	15,091.53	28.05 2.00
3.00	Plant Operation, Maintenance & Repairs	107,010	0	107,010	4,401.53	24.31 3.00
4.00	Laundry & Linen Service	139,621	0	139,621	9,556.60	14.61 4.00
5.00	Housekeeping	279,760	0	279,760	17,030.06	16.43 5.00
6.00	Dietary	460,512	0	460,512	26,472.00	17.40 6.00
7.00	Nursing Administration	218,166	0	218,166	4,643.47	46.98 7.00
8.00	Central Services and Supply	0	51,207	51,207	3,063.00	16.72 8.00
9.00	Pharmacy	0	0	0	0.00	0.00 9.00
10.00	Medical Records & Medical Records Library	168,398	0	168,398	9,356.98	18.00 10.00
11.00	Social Service	227,781	0	227,781	12,600.17	18.08 11.00
12.00	Nursing and Allied Health Ed. Act.					12.00
13.00	Other General Service	0	0	0	0.00	0.00 13.00
14.00	Total (sum lines 1 thru 13)	2,731,404	0	2,731,404	139,486.06	19.58 14.00

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SNF WAGE RELATED COSTS	Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet S-3 Part IV Date/Time Prepared: 5/18/2021 12: 59 pm
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			Amount Reported	
			1.00	
<b>PART IV - WAGE RELATED COSTS</b>				
<b>Part A - Core List</b>				
<b>RETIREMENT COST</b>				
1.00	401K Employer Contributions		0	1.00
2.00	Tax Sheltered Annuity (TSA) Employer Contribution		0	2.00
3.00	Qualified and Non-Qualified Pension Plan Cost	212,183		3.00
4.00	Prior Year Pension Service Cost	0		4.00
<b>PLAN ADMINISTRATIVE COSTS (Paid to External Organization)</b>				
5.00	401K/TSA Plan Administration Fees		0	5.00
6.00	Legal/Accounting/Management Fees-Pension Plan		0	6.00
7.00	Employee Managed Care Program Administration Fees		0	7.00
<b>HEALTH AND INSURANCE COST</b>				
8.00	Health Insurance (Purchased or Self Funded)		1,414,557	8.00
9.00	Prescription Drug Plan		0	9.00
10.00	Dental, Hearing and Vision Plan		0	10.00
11.00	Life Insurance (If employee is owner or beneficiary)		0	11.00
12.00	Accident Insurance (If employee is owner or beneficiary)		0	12.00
13.00	Disability Insurance (If employee is owner or beneficiary)		0	13.00
14.00	Long-Term Care Insurance (If employee is owner or beneficiary)		0	14.00
15.00	Workers' Compensation Insurance	660,126		15.00
16.00	Retirement Health Care Cost (Only current year, not the extraordinary accrual required by FASB 106. Non cumulative portion)	0		16.00
<b>TAXES</b>				
17.00	FICA-Employers Portion Only		650,078	17.00
18.00	Medicare Taxes - Employers Portion Only		0	18.00
19.00	Unemployment Insurance	83,211		19.00
20.00	State or Federal Unemployment Taxes	0		20.00
<b>OTHER</b>				
21.00	Executive Deferred Compensation		0	21.00
22.00	Day Care Cost and Allowances		0	22.00
23.00	Tuition Reimbursement		0	23.00
24.00	Total Wage Related cost (Sum of lines 1 - 23)		3,020,155	24.00
			Amount Reported	
			1.00	
<b>Part B - Other than Core Related Cost</b>				
25.00	OTHER WAGE RELATED COSTS (SPECIFY)		0	25.00

SNF REPORTING OF DIRECT CARE EXPENDITURES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part V  
Date/Time Prepared:  
5/18/2021 12:59 pm

Occupational Category		Amount Reported	Fringe Benefits	Adjusted Salaries (col. 1 + col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>Direct Salaries</b>							
<b>Nursing Occupations</b>							
1.00	Registered Nurses (RNs)	1,342,768	0	1,342,768	46,649.00	28.78	1.00
2.00	Licensed Practical Nurses (LPNs)	1,738,461	0	1,738,461	68,764.00	25.28	2.00
3.00	Certified Nursing Assistant/Nursing Assistants/Aides	2,577,120	0	2,577,120	216,966.00	11.88	3.00
4.00	Total Nursing (sum of lines 1 through 3)	5,658,349	0	5,658,349	332,379.00	17.02	4.00
5.00	Physical Therapists	0	0	0	0.00	0.00	5.00
6.00	Physical Therapy Assistants	0	0	0	0.00	0.00	6.00
7.00	Physical Therapy Aides	0	0	0	0.00	0.00	7.00
8.00	Occupational Therapists	0	0	0	0.00	0.00	8.00
9.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	9.00
10.00	Occupational Therapy Aides	0	0	0	0.00	0.00	10.00
11.00	Speech Therapists	0	0	0	0.00	0.00	11.00
12.00	Respiratory Therapists	0	0	0	0.00	0.00	12.00
13.00	Other Medical Staff	0	0	0	0.00	0.00	13.00
<b>Contract Labor</b>							
<b>Nursing Occupations</b>							
14.00	Registered Nurses (RNs)	0	0	0	0.00	0.00	14.00
15.00	Licensed Practical Nurses (LPNs)	0	0	0	0.00	0.00	15.00
16.00	Certified Nursing Assistant/Nursing Assistants/Aides	0	0	0	0.00	0.00	16.00
17.00	Total Nursing (sum of lines 14 through 16)	0	0	0	0.00	0.00	17.00
18.00	Physical Therapists	0	0	0	0.00	0.00	18.00
19.00	Physical Therapy Assistants	0	0	0	0.00	0.00	19.00
20.00	Physical Therapy Aides	0	0	0	0.00	0.00	20.00
21.00	Occupational Therapists	0	0	0	0.00	0.00	21.00
22.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	22.00
23.00	Occupational Therapy Aides	0	0	0	0.00	0.00	23.00
24.00	Speech Therapists	0	0	0	0.00	0.00	24.00
25.00	Respiratory Therapists	0	0	0	0.00	0.00	25.00
26.00	Other Medical Staff	0	0	0	0.00	0.00	26.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7  
Date/Time Prepared:  
5/18/2021 12:59 pm

		Group	Days	
		1.00	2.00	
1.00		RUX		1.00
2.00		RUL		2.00
3.00		RVX		3.00
4.00		RVL		4.00
5.00		RHX		5.00
6.00		RHL		6.00
7.00		RMX		7.00
8.00		RML		8.00
9.00		RLX		9.00
10.00		RUC		10.00
11.00		RUB		11.00
12.00		RUA		12.00
13.00		RVC		13.00
14.00		RVB		14.00
15.00		RVA		15.00
16.00		RHC		16.00
17.00		RHB		17.00
18.00		RHA		18.00
19.00		RMC		19.00
20.00		RMB		20.00
21.00		RMA		21.00
22.00		RLB		22.00
23.00		RLA		23.00
24.00		ES3		24.00
25.00		ES2		25.00
26.00		ES1		26.00
27.00		HE2		27.00
28.00		HE1		28.00
29.00		HD2		29.00
30.00		HD1		30.00
31.00		HC2		31.00
32.00		HC1		32.00
33.00		HB2		33.00
34.00		HB1		34.00
35.00		LE2		35.00
36.00		LE1		36.00
37.00		LD2		37.00
38.00		LD1		38.00
39.00		LC2		39.00
40.00		LC1		40.00
41.00		LB2		41.00
42.00		LB1		42.00
43.00		CE2		43.00
44.00		CE1		44.00
45.00		CD2		45.00
46.00		CD1		46.00
47.00		CC2		47.00
48.00		CC1		48.00
49.00		CB2		49.00
50.00		CB1		50.00
51.00		CA2		51.00
52.00		CA1		52.00
53.00		SE3		53.00
54.00		SE2		54.00
55.00		SE1		55.00
56.00		SSC		56.00
57.00		SSB		57.00
58.00		SSA		58.00
59.00		IB2		59.00
60.00		IB1		60.00
61.00		IA2		61.00
62.00		IA1		62.00
63.00		BB2		63.00
64.00		BB1		64.00
65.00		BA2		65.00
66.00		BA1		66.00
67.00		PE2		67.00
68.00		PE1		68.00
69.00		PD2		69.00
70.00		PD1		70.00
71.00		PC2		71.00
72.00		PC1		72.00
73.00		PB2		73.00
74.00		PB1		74.00
75.00		PA2		75.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7

Date/Time Prepared:  
5/18/2021 12:59 pm

		Group	Days	
76.00		1.00	2.00	
99.00		PA1		76.00
100.00	TOTAL	AAA		99.00
				100.00
		Expenses	Percentage	Y/N
		1.00	2.00	3.00

A notice published in the Federal Register Volume 68, No. 149 August 4, 2003 provided for an increase in the RUG payments beginning 10/01/2003. Congress expected this increase to be used for direct patient care and related expenses. For lines 101 through 106: Enter in column 1 the amount of the expense for each category. Enter in column 2 the percentage of total expenses for each category to total SNF revenue from Worksheet G-2, Part I, line 1, column 3. Indicate in column 3 "Y" for yes or "N" for no if the spending reflects increases associated with direct patient care and related expenses for each category. (If column 2 is zero, enter N/A in column 3) (See instructions)

101.00	Staffing				101.00
102.00	Recruitment				102.00
103.00	Retention of employees				103.00
104.00	Training				104.00
105.00	OTHER (SPECIFY)				105.00
106.00	Total SNF revenue (Worksheet G-2, Part I, line 1, column 3)				106.00

RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		Salaries	Other	Total (col. 1 + col. 2)	Reclassifications Increase/Decrease (Fr Wkst A-6)	Reclassified Trial Balance (col. 3 +/- col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100		212,055	212,055	70,872	282,927	1.00
2.00	00200		137,441	137,441	2,100	139,541	2.00
3.00	00300	655,592	2,290,770	2,946,362	485,690	3,432,052	3.00
4.00	00400	474,564	2,647,852	3,122,416	303,913	3,426,329	4.00
5.00	00500	107,010	400,637	507,647	-9,976	497,671	5.00
6.00	00600	139,621	30,014	169,635	-11,043	158,592	6.00
7.00	00700	279,760	75,415	355,175	-22,716	332,459	7.00
8.00	00800	460,512	378,064	838,576	-36,306	802,270	8.00
9.00	00900	218,166	20,420	238,586	-18,046	220,540	9.00
10.00	01000	0	0	0	51,207	51,207	10.00
11.00	01100	0	0	0	0	0	11.00
12.00	01200	168,398	16,844	185,242	-13,510	171,732	12.00
13.00	01300	227,781	29,339	257,120	-17,593	239,527	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	3,190,365	423,353	3,613,718	-174,529	3,439,189	30.00
31.00	03100	2,185,010	88,800	2,273,810	-73,905	2,199,905	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	21,436	21,436	0	21,436	40.00
41.00	04100	0	65,569	65,569	0	65,569	41.00
42.00	04200	0	59,458	59,458	0	59,458	42.00
43.00	04300	0	12,058	12,058	0	12,058	43.00
44.00	04400	586,275	56,413	642,688	-46,143	596,545	44.00
45.00	04500	292,408	30,541	322,949	-24,222	298,727	45.00
46.00	04600	106,276	7,856	114,132	-7,855	106,277	46.00
48.00	04800	0	136,631	136,631	0	136,631	48.00
49.00	04900	0	290,538	290,538	0	290,538	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000		387,066	387,066	-387,066	0	80.00
81.00	08100		70,872	70,872	-70,872	0	81.00
89.00		9,091,738	7,889,442	16,981,180	0	16,981,180	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	2,881	2,881	0	2,881	90.00
90.01	09002	0	2,168	2,168	0	2,168	90.01
91.00	09100	0	0	0	0	0	91.00
100.00		9,091,738	7,894,491	16,986,229	0	16,986,229	100.00

RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		Adjustments to Expenses (Fr Wkst A-8)	Net Expenses For Allocation (col. 5 + - col. 6)	
		6.00	7.00	
<b>GENERAL SERVICE COST CENTERS</b>				
1.00	00100 CAP REL COSTS - BLDGS & FIXTURES	0	282,927	1.00
2.00	00200 CAP REL COSTS - MOVABLE EQUIPMENT	-1,269	138,272	2.00
3.00	00300 EMPLOYEE BENEFITS	-1,144,427	2,287,625	3.00
4.00	00400 ADMINISTRATIVE & GENERAL	-122,085	3,304,244	4.00
5.00	00500 PLANT OPERATION, MAINT. & REPAIRS	0	497,671	5.00
6.00	00600 LAUNDRY & LINEN SERVICE	0	158,592	6.00
7.00	00700 HOUSEKEEPING	0	332,459	7.00
8.00	00800 DIETARY	-722	801,548	8.00
9.00	00900 NURSING ADMINISTRATION	0	220,540	9.00
10.00	01000 CENTRAL SERVICES & SUPPLY	0	51,207	10.00
11.00	01100 PHARMACY	0	0	11.00
12.00	01200 MEDICAL RECORDS & LIBRARY	-400	171,332	12.00
13.00	01300 SOCIAL SERVICE	0	239,527	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>				
30.00	03000 SKILLED NURSING FACILITY	0	3,439,189	30.00
31.00	03100 NURSING FACILITY	0	2,199,905	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>				
40.00	04000 RADIOLOGY	0	21,436	40.00
41.00	04100 LABORATORY	0	65,569	41.00
42.00	04200 INTRAVENOUS THERAPY	0	59,458	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	0	12,058	43.00
44.00	04400 PHYSICAL THERAPY	0	596,545	44.00
45.00	04500 OCCUPATIONAL THERAPY	0	298,727	45.00
46.00	04600 SPEECH PATHOLOGY	0	106,277	46.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	0	136,631	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	0	290,538	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>				
60.00	06000 CLINIC	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>				
80.00	08000 MALPRACTICE PREMIUMS & PAID LOSSES	0	0	80.00
81.00	08100 INTEREST EXPENSE	0	0	81.00
89.00	SUBTOTALS (sum of lines 1-84)	-1,268,903	15,712,277	89.00
<b>NONREIMBURSABLE COST CENTERS</b>				
90.00	09000 GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	2,881	90.00
90.01	09002 GIFT, FLOWER, COFFEE SHOP, & CANTEEN	0	2,168	90.01
91.00	09100 BARBER AND BEAUTY SHOP	0	0	91.00
100.00	TOTAL	-1,268,903	15,717,326	100.00



Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-6

Date/Time Prepared:  
5/18/2021 12:59 pm

		Increases				
		Cost Center	Line #	Salary	Non Salary	
		2.00	3.00	4.00	5.00	
1.00	(1) A - MALPRACTICE INSURANCE					
		ADMINISTRATIVE & GENERAL	4.00	0	387,066	1.00
2.00	(1) B - INTEREST EXPENSE					
		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	62,305	2.00
3.00	(1) C - AMORTIZATION FEES					
		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	8,567	3.00
4.00	(1) D - RENTAL					
		CAP REL COSTS - MOVABLE EQUIPMENT	2.00	0	2,100	4.00
5.00	(1) E - CENTRAL SUPPLY RECLASS					
		CENTRAL SERVICES & SUPPLY	10.00	51,207	0	5.00
6.00	(1) F - BENEFITS					
		EMPLOYEE BENEFITS	3.00	0	485,690	6.00
7.00			0.00	0	0	7.00
8.00			0.00	0	0	8.00
9.00			0.00	0	0	9.00
10.00			0.00	0	0	10.00
11.00			0.00	0	0	11.00
12.00			0.00	0	0	12.00
13.00			0.00	0	0	13.00
14.00			0.00	0	0	14.00
15.00			0.00	0	0	15.00
16.00			0.00	0	0	16.00
17.00			0.00	0	0	17.00
18.00			0.00	0	0	18.00
100.00	TOTALS					
		Total Recl assifi cations (Sum of columns 4 and 5 must equal sum of col umns 8 and 9)		51,207	945,728	100.00

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
(2) Transfer to Worksheet A, col. 5, line as appropriate.

		Decreases				
		Cost Center	Line #	Salary	Non Salary	
	(1) A - MALPRACTICE INSURANCE	6.00	7.00	8.00	9.00	
1.00		MALPRACTICE PREMIUMS & PAID LOSSES	80.00	0	387,066	1.00
	(1) B - INTEREST EXPENSE					
2.00		INTEREST EXPENSE	81.00	0	62,305	2.00
	(1) C - AMORTIZATION FEES					
3.00		INTEREST EXPENSE	81.00	0	8,567	3.00
	(1) D - RENTAL					
4.00		ADMINISTRATIVE & GENERAL	4.00	0	2,100	4.00
	(1) E - CENTRAL SUPPLY RECLASS					
5.00		ADMINISTRATIVE & GENERAL	4.00	51,207	0	5.00
	(1) F - BENEFITS					
6.00		ADMINISTRATIVE & GENERAL	4.00	0	29,846	6.00
7.00		PLANT OPERATION, MAINT. & REPAIRS	5.00	0	9,976	7.00
8.00		LAUNDRY & LINEN SERVICE	6.00	0	11,043	8.00
9.00		HOUSEKEEPING	7.00	0	22,716	9.00
10.00		DIETARY	8.00	0	36,306	10.00
11.00		NURSING ADMINISTRATION	9.00	0	18,046	11.00
12.00		MEDICAL RECORDS & LIBRARY	12.00	0	13,510	12.00
13.00		SOCIAL SERVICE	13.00	0	17,593	13.00
14.00		SKILLED NURSING FACILITY	30.00	0	174,529	14.00
15.00		NURSING FACILITY	31.00	0	73,905	15.00
16.00		PHYSICAL THERAPY	44.00	0	46,143	16.00
17.00		OCCUPATIONAL THERAPY	45.00	0	24,222	17.00
18.00		SPEECH PATHOLOGY	46.00	0	7,855	18.00
100.00	TOTALS			51,207	945,728	100.00

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
(2) Transfer to Worksheet A, col. 5, line as appropriate.

RECONCILIATION OF CAPITAL COSTS CENTERS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-7

Date/Time Prepared:  
5/18/2021 12:59 pm

Description	Beginning Balances	Acquisitions			Disposals and Retirements	
		Purchases	Donation	Total		
		1.00	3.00	4.00		
ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES						
1.00 Land	1,183,925	0	0	0	0	1.00
2.00 Land Improvements	272,121	0	0	0	0	2.00
3.00 Buildings and Fixtures	6,229,389	0	0	0	0	3.00
4.00 Building Improvements	3,848,157	0	0	0	0	4.00
5.00 Fixed Equipment	0	0	0	0	0	5.00
6.00 Movable Equipment	2,269,983	0	0	0	0	6.00
7.00 Subtotal (sum of lines 1-6)	13,803,575	0	0	0	0	7.00
8.00 Reconciling Items	0	0	0	0	0	8.00
9.00 Total (line 7 minus line 8)	13,803,575	0	0	0	0	9.00
Description	Ending Balance	Fully Depreciated Assets				
	6.00	7.00				
ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES						
1.00 Land	1,183,925	0				
2.00 Land Improvements	272,121	0				
3.00 Buildings and Fixtures	6,229,389	0				
4.00 Building Improvements	3,848,157	0				
5.00 Fixed Equipment	0	0				
6.00 Movable Equipment	2,269,983	0				
7.00 Subtotal (sum of lines 1-6)	13,803,575	0				
8.00 Reconciling Items	0	0				
9.00 Total (line 7 minus line 8)	13,803,575	0				

Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet A-8 Date/Time Prepared: 5/18/2021 12:59 pm
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Description (1)	(2) Basis For Adjustment	Amount	Expense Classification on Worksheet A To/From Which the Amount is to be Adjusted		Line No.	
			Cost Center			
			1.00	2.00		
1.00 Investment income on restricted funds (chapter 2)		0			0.00	1.00
2.00 Trade, quantity, and time discounts (chapter 8)		0			0.00	2.00
3.00 Refunds and rebates of expenses (chapter 8)		0			0.00	3.00
4.00 Rental of provider space by suppliers (chapter 8)		0			0.00	4.00
5.00 Telephone services (pay stations excluded) (chapter 21)	B	-9,517	ADMINISTRATIVE & GENERAL		4.00	5.00
6.00 Television and radio service (chapter 21)	A	-453	CAP REL COSTS - MOVABLE EQUIPMENT		2.00	6.00
7.00 Parking lot (chapter 21)		0			0.00	7.00
8.00 Remuneration applicable to provider-based physician adjustment	A-8-2	0				8.00
9.00 Home office cost (chapter 21)		0			0.00	9.00
10.00 Sale of scrap, waste, etc. (chapter 23)		0			0.00	10.00
11.00 Nonallowable costs related to certain Capital expenditures (chapter 24)		0			0.00	11.00
12.00 Adjustment resulting from transactions with related organizations (chapter 10)	A-8-1	350,791				12.00
13.00 Laundry and linen service		0			0.00	13.00
14.00 Revenue - Employee meals	B	-722	DIETARY		8.00	14.00
15.00 Cost of meals - Guests		0			0.00	15.00
16.00 Sale of medical supplies to other than patients		0			0.00	16.00
17.00 Sale of drugs to other than patients		0			0.00	17.00
18.00 Sale of medical records and abstracts	B	-400	MEDICAL RECORDS & LIBRARY		12.00	18.00
19.00 Vending machines		0			0.00	19.00
20.00 Income from imposition of interest, finance or penalty charges (chapter 21)	B	-42,085	ADMINISTRATIVE & GENERAL		4.00	20.00
21.00 Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			0.00	21.00
22.00 Utilization review--physicians' compensation (chapter 21)		0	*** Cost Center Deleted ***		82.00	22.00
23.00 Depreciation--buildings and fixtures		0	CAP REL COSTS - BLDGS & FIXTURES		1.00	23.00
24.00 Depreciation--movable equipment		0	CAP REL COSTS - MOVABLE EQUIPMENT		2.00	24.00
25.00 WHEELCHAIR RENTAL	B	-816	CAP REL COSTS - MOVABLE EQUIPMENT		2.00	25.00
25.01 BAD DEBTS	A	-69,627	ADMINISTRATIVE & GENERAL		4.00	25.01
25.02 ADJUST SUI & WORK COMP CASH BASIS	A	-500,917	EMPLOYEE BENEFITS		3.00	25.02
25.03 ADJUST HEALTH INSURANCE-CASH BASIS	A	-643,510	EMPLOYEE BENEFITS		3.00	25.03
25.04 DUES-LOBBYING	A	-856	ADMINISTRATIVE & GENERAL		4.00	25.04
100.00 Total (sum of lines 1 through 99) (Transfer to Worksheet A, col. 6, line 100)		-918,112				100.00

(1) Description - all chapter references in this column pertain to CMS Pub. 15-1.

(2) Basis for adjustment (see instructions).

- A. Costs - if cost, including applicable overhead, can be determined.
- B. Amount Received - if cost cannot be determined.

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 12:59 pm

	Line No.	Cost Center		Expense Items		
	1.00	2.00		3.00		
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:						
1.00	100.00	TOTAL		ADMINISTRATIVE SUPPORT	1.00	
2.00	0.00				2.00	
3.00	0.00				3.00	
4.00	0.00				4.00	
5.00	0.00				5.00	
6.00	0.00				6.00	
7.00	0.00				7.00	
8.00	0.00				8.00	
9.00	0.00				9.00	
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.				10.00	
		Amount Allowable In Cost	Amount Included in Wkst. A, col. 5	Adjustments (col. 4 minus col. 5)		
		4.00	5.00	6.00		
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:						
1.00	1,461,789	1,110,998	350,791		1.00	
2.00	0	0	0		2.00	
3.00	0	0	0		3.00	
4.00	0	0	0		4.00	
5.00	0	0	0		5.00	
6.00	0	0	0		6.00	
7.00	0	0	0		7.00	
8.00	0	0	0		8.00	
9.00	0	0	0		9.00	
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.				10.00	

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 12:59 pm

Symbol (1)	Name	Percentage of Ownership
1.00	2.00	3.00

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	B	ESKATON PROPERTIES INCORPORATED	100.00	1.00
2.00			0.00	2.00
3.00			0.00	3.00
4.00			0.00	4.00
5.00			0.00	5.00
6.00			0.00	6.00
7.00			0.00	7.00
8.00			0.00	8.00
9.00			0.00	9.00
10.00			0.00	10.00
100.00	G. Other (financial or non-financial) specify:		0.00	100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.

Related Organization(s) and/or Home Office			
Name	Percentage of Ownership	Type of Business	
4.00	5.00	6.00	

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	ESKATON	100.00	HEALTH/HOUSING	1.00
2.00		0.00		2.00
3.00		0.00		3.00
4.00		0.00		4.00
5.00		0.00		5.00
6.00		0.00		6.00
7.00		0.00		7.00
8.00		0.00		8.00
9.00		0.00		9.00
10.00		0.00		10.00
100.00	G. Other (financial or non-financial) specify:	0.00		100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description	Net Expenses for Cost Allocation (from Wkst A col. 7)	CAPITAL RELATED COSTS		EMPLOYEE BENEFITS	Subtotal	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
	0	1.00	2.00	3.00	3A	
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	282,927	282,927			1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT	138,272		138,272		2.00
3.00 00300	EMPLOYEE BENEFITS	2,287,625	3,295	1,611	2,292,531	3.00
4.00 00400	ADMINISTRATIVE & GENERAL	3,304,244	30,494	14,907	115,048	3,464,693
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	497,671	3,604	1,762	29,080	532,117
6.00 00600	LAUNDRY & LINEN SERVICE	158,592	3,804	1,860	37,942	202,198
7.00 00700	HOUSEKEEPING	332,459	2,428	1,187	76,025	412,099
8.00 00800	DIETARY	801,548	29,100	14,226	125,145	970,019
9.00 00900	NURSING ADMINISTRATION	220,540	6,299	3,079	59,287	289,205
10.00 01000	CENTRAL SERVICES & SUPPLY	51,207	0	0	13,916	65,123
11.00 01100	PHARMACY	0	0	0	0	0
12.00 01200	MEDICAL RECORDS & LIBRARY	171,332	1,010	494	45,762	218,598
13.00 01300	SOCIAL SERVICE	239,527	734	359	61,900	302,520
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	3,439,189	103,755	50,681	866,983	4,460,608
31.00 03100	NURSING FACILITY	2,199,905	84,264	41,194	593,779	2,919,142
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	21,436	0	0	0	21,436
41.00 04100	LABORATORY	65,569	0	0	0	65,569
42.00 04200	INTRAVENOUS THERAPY	59,458	0	0	0	59,458
43.00 04300	OXYGEN (INHALATION) THERAPY	12,058	467	228	0	12,753
44.00 04400	PHYSICAL THERAPY	596,545	7,258	3,548	159,321	766,672
45.00 04500	OCCUPATIONAL THERAPY	298,727	1,802	881	79,462	380,872
46.00 04600	SPEECH PATHOLOGY	106,277	2,294	1,122	28,881	138,574
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	136,631	768	375	0	137,774
49.00 04900	DRUGS CHARGED TO PATIENTS	290,538	350	171	0	291,059
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
89.00	SUBTOTALS (sum of lines 1-84)	15,712,277	281,726	137,685	2,292,531	15,710,489
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	2,881	0	0	0	2,881
90.01 09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	2,168	0	0	0	2,168
91.00 09100	BARBER AND BEAUTY SHOP	0	1,201	587	0	1,788
98.00	Cross Foot Adjustments	0	0	0	0	0
99.00	Negative Cost Centers	0	0	0	0	0
100.00	TOTAL	15,717,326	282,927	138,272	2,292,531	15,717,326

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL	3,464,693				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	150,467	682,584			5.00
6.00	00600	LAUNDRY & LINEN SERVICE	57,176	10,576	269,950		6.00
7.00	00700	HOUSEKEEPING	116,530	6,749	0	535,378	7.00
8.00	00800	DIETARY	274,293	80,899	0	0	1,325,211
9.00	00900	NURSING ADMINISTRATION	81,779	17,511	0	0	0
10.00	01000	CENTRAL SERVICES & SUPPLY	18,415	0	0	0	0
11.00	01100	PHARMACY	0	0	0	0	0
12.00	01200	MEDICAL RECORDS & LIBRARY	61,813	2,806	0	0	0
13.00	01300	SOCIAL SERVICE	85,544	2,041	0	0	0
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	1,261,333	288,435	123,713	245,356	607,324
31.00	03100	NURSING FACILITY	825,449	234,254	146,237	290,022	717,887
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	6,061	0	0	0	0
41.00	04100	LABORATORY	18,541	0	0	0	0
42.00	04200	INTRAVENOUS THERAPY	16,813	0	0	0	0
43.00	04300	OXYGEN (INHALATION) THERAPY	3,606	1,299	0	0	0
44.00	04400	PHYSICAL THERAPY	216,793	20,178	0	0	0
45.00	04500	OCCUPATIONAL THERAPY	107,700	5,010	0	0	0
46.00	04600	SPEECH PATHOLOGY	39,185	6,378	0	0	0
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	38,958	2,134	0	0	0
49.00	04900	DRUGS CHARGED TO PATIENTS	82,303	974	0	0	0
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	3,462,759	679,244	269,950	535,378	1,325,211
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	815	0	0	0	0
90.01	09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	613	0	0	0	0
91.00	09100	BARBER AND BEAUTY SHOP	506	3,340	0	0	0
98.00		Cross Foot Adjustments	0	0	0	0	0
99.00		Negative Cost Centers	0	0	0	0	0
100.00		TOTAL	3,464,693	682,584	269,950	535,378	1,325,211



COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		NURSING ADMINISTRATION	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	388,495					9.00
10.00	01000	0	83,538				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	283,217		12.00
13.00	01300	0	0	0	0	390,105	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	178,041	38,284	0	129,793	178,778	30.00
31.00	03100	210,454	45,254	0	153,424	211,327	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
89.00		388,495	83,538	0	283,217	390,105	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
90.01	09002	0	0	0	0	0	90.01
91.00	09100	0	0	0	0	0	91.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00	TOTAL	388,495	83,538	0	283,217	390,105	100.00

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		Subtotal	Post Stepdown Adjustments	Total	
		16.00	17.00	18.00	
<b>GENERAL SERVICE COST CENTERS</b>					
1.00	00100				1.00
2.00	00200				2.00
3.00	00300				3.00
4.00	00400				4.00
5.00	00500				5.00
6.00	00600				6.00
7.00	00700				7.00
8.00	00800				8.00
9.00	00900				9.00
10.00	01000				10.00
11.00	01100				11.00
12.00	01200				12.00
13.00	01300				13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>					
30.00	03000	7,511,665	0	7,511,665	30.00
31.00	03100	5,753,450	0	5,753,450	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00	04000	27,497	0	27,497	40.00
41.00	04100	84,110	0	84,110	41.00
42.00	04200	76,271	0	76,271	42.00
43.00	04300	17,658	0	17,658	43.00
44.00	04400	1,003,643	0	1,003,643	44.00
45.00	04500	493,582	0	493,582	45.00
46.00	04600	184,137	0	184,137	46.00
48.00	04800	178,866	0	178,866	48.00
49.00	04900	374,336	0	374,336	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00	06000	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>					
80.00	08000				80.00
81.00	08100				81.00
89.00		15,705,215	0	15,705,215	89.00
<b>NONREIMBURSABLE COST CENTERS</b>					
90.00	09000	3,696	0	3,696	90.00
90.01	09002	2,781	0	2,781	90.01
91.00	09100	5,634	0	5,634	91.00
98.00		0	0	0	98.00
99.00		0	0	0	99.00
100.00		15,717,326	0	15,717,326	100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description	Directly Assigned New Capital Related Costs	CAPITAL RELATED COSTS		Subtotal	EMPLOYEE BENEFITS	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
		1.00	2.00			
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00 00300	EMPLOYEE BENEFITS	0	3,295	1,611	4,906	4,906 3.00
4.00 00400	ADMINISTRATIVE & GENERAL	0	30,494	14,907	45,401	246 4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	0	3,604	1,762	5,366	62 5.00
6.00 00600	LAUNDRY & LINEN SERVICE	0	3,804	1,860	5,664	81 6.00
7.00 00700	HOUSEKEEPING	0	2,428	1,187	3,615	163 7.00
8.00 00800	DIETARY	0	29,100	14,226	43,326	268 8.00
9.00 00900	NURSING ADMINISTRATION	0	6,299	3,079	9,378	127 9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	30 10.00
11.00 01100	PHARMACY	0	0	0	0	0 11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	0	1,010	494	1,504	98 12.00
13.00 01300	SOCIAL SERVICE	0	734	359	1,093	133 13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	0	103,755	50,681	154,436	1,853 30.00
31.00 03100	NURSING FACILITY	0	84,264	41,194	125,458	1,272 31.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	0	0	0	0	0 40.00
41.00 04100	LABORATORY	0	0	0	0	0 41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	0 42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	0	467	228	695	0 43.00
44.00 04400	PHYSICAL THERAPY	0	7,258	3,548	10,806	341 44.00
45.00 04500	OCCUPATIONAL THERAPY	0	1,802	881	2,683	170 45.00
46.00 04600	SPEECH PATHOLOGY	0	2,294	1,122	3,416	62 46.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	768	375	1,143	0 48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	0	350	171	521	0 49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0 60.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
89.00	SUBTOTALS (sum of lines 1-84)	0	281,726	137,685	419,411	4,906 89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	0 90.00
90.01 09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	0	0	0	0	0 90.01
91.00 09100	BARBER AND BEAUTY SHOP	0	1,201	587	1,788	0 91.00
98.00	Cross Foot Adjustments				0	98.00
99.00	Negative Cost Centers		0	0	0	0 99.00
100.00	TOTAL	0	282,927	138,272	421,199	4,906 100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL	45,647				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	1,982	7,410			5.00
6.00	00600	LAUNDRY & LINEN SERVICE	753	115	6,613		6.00
7.00	00700	HOUSEKEEPING	1,535	73	0	5,386	7.00
8.00	00800	DIETARY	3,613	878	0	0	48,085
9.00	00900	NURSING ADMINISTRATION	1,077	190	0	0	0
10.00	01000	CENTRAL SERVICES & SUPPLY	243	0	0	0	0
11.00	01100	PHARMACY	0	0	0	0	0
12.00	01200	MEDICAL RECORDS & LIBRARY	814	30	0	0	0
13.00	01300	SOCIAL SERVICE	1,127	22	0	0	0
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	16,622	3,133	3,031	2,468	22,037
31.00	03100	NURSING FACILITY	10,874	2,543	3,582	2,918	26,048
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	80	0	0	0	0
41.00	04100	LABORATORY	244	0	0	0	0
42.00	04200	INTRAVENOUS THERAPY	221	0	0	0	0
43.00	04300	OXYGEN (INHALATION) THERAPY	48	14	0	0	0
44.00	04400	PHYSICAL THERAPY	2,856	219	0	0	0
45.00	04500	OCCUPATIONAL THERAPY	1,419	54	0	0	0
46.00	04600	SPEECH PATHOLOGY	516	69	0	0	0
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	513	23	0	0	0
49.00	04900	DRUGS CHARGED TO PATIENTS	1,084	11	0	0	0
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	45,621	7,374	6,613	5,386	48,085
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	11	0	0	0	0
90.01	09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	8	0	0	0	0
91.00	09100	BARBER AND BEAUTY SHOP	7	36	0	0	0
98.00		Cross Foot Adjustments			0	0	0
99.00		Negative Cost Centers	0	0	0	0	0
100.00		TOTAL	45,647	7,410	6,613	5,386	48,085

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		NURSING ADMINISTRATION	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	10,772					9.00
10.00	01000	0	273				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	2,446		12.00
13.00	01300	0	0	0	0	2,375	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	4,937	125	0	1,121	1,088	30.00
31.00	03100	5,835	148	0	1,325	1,287	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
89.00		10,772	273	0	2,446	2,375	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
90.01	09002	0	0	0	0	0	90.01
91.00	09100	0	0	0	0	0	91.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00	TOTAL	10,772	273	0	2,446	2,375	100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 12: 59 pm

Cost Center Description		Subtotal	Post Step-Down Adjustments	Total	
		16.00	17.00	18.00	
<b>GENERAL SERVICE COST CENTERS</b>					
1.00	00100				1.00
2.00	00200				2.00
3.00	00300				3.00
4.00	00400				4.00
5.00	00500				5.00
6.00	00600				6.00
7.00	00700				7.00
8.00	00800				8.00
9.00	00900				9.00
10.00	01000				10.00
11.00	01100				11.00
12.00	01200				12.00
13.00	01300				13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>					
30.00	03000	210,851	0	210,851	30.00
31.00	03100	181,290	0	181,290	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00	04000	80	0	80	40.00
41.00	04100	244	0	244	41.00
42.00	04200	221	0	221	42.00
43.00	04300	757	0	757	43.00
44.00	04400	14,222	0	14,222	44.00
45.00	04500	4,326	0	4,326	45.00
46.00	04600	4,063	0	4,063	46.00
48.00	04800	1,679	0	1,679	48.00
49.00	04900	1,616	0	1,616	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00	06000	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>					
80.00	08000				80.00
81.00	08100				81.00
89.00		419,349	0	419,349	89.00
<b>NONREIMBURSABLE COST CENTERS</b>					
90.00	09000	11	0	11	90.00
90.01	09002	8	0	8	90.01
91.00	09100	1,831	0	1,831	91.00
98.00		0	0	0	98.00
99.00		0	0	0	99.00
100.00		421,199	0	421,199	100.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description	CAPITAL RELATED COSTS		EMPLOYEE BENEFITS (GROSS SALARIES)	Reconciliation	ADMINISTRATIVE & GENERAL (ACCUM. COST)	
	BLDGS & FIXTURES (SQUARE FEET)	MOVABLE EQUIPMENT (SQUARE FEET)				
	1.00	2.00				
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	33,912				1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT		33,902			2.00
3.00 00300	EMPLOYEE BENEFITS	395	395	8,436,146		3.00
4.00 00400	ADMINISTRATIVE & GENERAL	3,655	3,655	423,357	-3,464,693	4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	432	432	107,010	0	5.00
6.00 00600	LAUNDRY & LINEN SERVICE	456	456	139,621	0	6.00
7.00 00700	HOUSEKEEPING	291	291	279,760	0	7.00
8.00 00800	DIETARY	3,488	3,488	460,512	0	8.00
9.00 00900	NURSING ADMINISTRATION	755	755	218,166	0	9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	51,207	0	10.00
11.00 01100	PHARMACY	0	0	0	0	11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	121	121	168,398	0	12.00
13.00 01300	SOCIAL SERVICE	88	88	227,781	0	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	12,436	12,426	3,190,365	0	30.00
31.00 03100	NURSING FACILITY	10,100	10,100	2,185,010	0	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	0	0	0	0	40.00
41.00 04100	LABORATORY	0	0	0	0	41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	56	56	0	0	43.00
44.00 04400	PHYSICAL THERAPY	870	870	586,275	0	44.00
45.00 04500	OCCUPATIONAL THERAPY	216	216	292,408	0	45.00
46.00 04600	SPEECH PATHOLOGY	275	275	106,276	0	46.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	92	92	0	0	48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	42	42	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
89.00	SUBTOTALS (sum of lines 1-84)	33,768	33,758	8,436,146	-3,464,693	89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	90.00
90.01 09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	0	0	0	0	90.01
91.00 09100	BARBER AND BEAUTY SHOP	144	144	0	0	91.00
98.00	Cross Foot Adjustments					98.00
99.00	Negative Cost Centers					99.00
102.00	Cost to be allocated (per Wkst. B, Part I)	282,927	138,272	2,292,531	3,464,693	102.00
103.00	Unit cost multiplier (Wkst. B, Part I)	8.342976	4.078579	0.271751	0.282771	103.00
104.00	Cost to be allocated (per Wkst. B, Part II)			4,906	45,647	104.00
105.00	Unit cost multiplier (Wkst. B, Part II)			0.000582	0.003725	105.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		PLANT OPERATION, MAINT. & REPAIRS (SQUARE FEET)	LAUNDRY & LINEN SERVICE (POUNDS OF LAUNDRY)	HOUSEKEEPING (HOURS OF SERVICE)	DIETARY (MEALS SERVED)	NURSING ADMINISTRATION (DIRECT NURS. HRS.)	
		5.00	6.00	7.00	8.00	9.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL					4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	29,430				5.00
6.00	00600	LAUNDRY & LINEN SERVICE	456	122,228			6.00
7.00	00700	HOUSEKEEPING	291	0	146,673		7.00
8.00	00800	DIETARY	3,488	0	0	146,673	8.00
9.00	00900	NURSING ADMINISTRATION	755	0	0	0	9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	146,673	10.00
11.00	01100	PHARMACY	0	0	0	0	11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	121	0	0	0	12.00
13.00	01300	SOCIAL SERVICE	88	0	0	0	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	12,436	56,015	67,218	67,218	30.00
31.00	03100	NURSING FACILITY	10,100	66,213	79,455	79,455	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	0	0	0	0	40.00
41.00	04100	LABORATORY	0	0	0	0	41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	0	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	56	0	0	0	43.00
44.00	04400	PHYSICAL THERAPY	870	0	0	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	216	0	0	0	45.00
46.00	04600	SPEECH PATHOLOGY	275	0	0	0	46.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	92	0	0	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	42	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
89.00		SUBTOTALS (sum of lines 1-84)	29,286	122,228	146,673	146,673	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	90.00
90.01	09002	GIFT, FLOWER, COFFEE SHOP, & CANTEEN	0	0	0	0	90.01
91.00	09100	BARBER AND BEAUTY SHOP	144	0	0	0	91.00
98.00		Cross Foot Adjustments					98.00
99.00		Negative Cost Centers					99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	682,584	269,950	535,378	1,325,211	388,495
103.00		Unit cost multiplier (Wkst. B, Part I)	23.193476	2.208577	3.650147	9.035139	2.648715
104.00		Cost to be allocated (per Wkst. B, Part II)	7,410	6,613	5,386	48,085	10,772
105.00		Unit cost multiplier (Wkst. B, Part II)	0.251784	0.054104	0.036721	0.327838	0.073442



COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		CENTRAL SERVICES & SUPPLY (COSTED REQUIS.)	PHARMACY (COSTED REQUIS.)	MEDICAL RECORDS & LIBRARY (TIME SPENT)	SOCIAL SERVICE (TIME SPENT)	
		10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>						
1.00	00100					1.00
2.00	00200					2.00
3.00	00300					3.00
4.00	00400					4.00
5.00	00500					5.00
6.00	00600					6.00
7.00	00700					7.00
8.00	00800					8.00
9.00	00900					9.00
10.00	01000	146,673				10.00
11.00	01100	0	0			11.00
12.00	01200	0	0	122,228		12.00
13.00	01300	0	0	0	122,228	13.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00	03000	67,218	0	56,015	56,015	30.00
31.00	03100	79,455	0	66,213	66,213	31.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000	0	0	0	0	40.00
41.00	04100	0	0	0	0	41.00
42.00	04200	0	0	0	0	42.00
43.00	04300	0	0	0	0	43.00
44.00	04400	0	0	0	0	44.00
45.00	04500	0	0	0	0	45.00
46.00	04600	0	0	0	0	46.00
48.00	04800	0	0	0	0	48.00
49.00	04900	0	0	0	0	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000	0		0	0	60.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00	08000					80.00
81.00	08100					81.00
89.00		146,673	0	122,228	122,228	89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00	09000	0	0	0	0	90.00
90.01	09002	0	0	0	0	90.01
91.00	09100	0	0	0	0	91.00
98.00						98.00
99.00						99.00
102.00		83,538	0	283,217	390,105	102.00
103.00		0.569553	0.000000	2.317120	3.191617	103.00
104.00		273	0	2,446	2,375	104.00
105.00		0.001861	0.000000	0.020012	0.019431	105.00

RATIO OF COST TO CHARGES FOR ANCILLARY AND OUTPATIENT COST CENTERS		Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet C Date/Time Prepared: 5/18/2021 12:59 pm
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Cost Center Description		Total (from Wkst. B, Pt 1, col. 18)	Total Charges	Ratio (col. 1 divided by col. 2)	
		1.00	2.00	3.00	
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00	04000 RADIOLOGY	27,497	39,647	0.693546	40.00
41.00	04100 LABORATORY	84,110	105,535	0.796987	41.00
42.00	04200 INTRAVENOUS THERAPY	76,271	56,345	1.353643	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	17,658	49,764	0.354835	43.00
44.00	04400 PHYSICAL THERAPY	1,003,643	526,848	1.904995	44.00
45.00	04500 OCCUPATIONAL THERAPY	493,582	538,592	0.916430	45.00
46.00	04600 SPEECH PATHOLOGY	184,137	141,093	1.305075	46.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	178,866	16,998	10.522767	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	374,336	667,028	0.561200	49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00	06000 CLINIC	0	0	0.000000	60.00
100.00	Total	2,440,100	2,141,850		100.00

CONFIDENTIAL  
 Johanna Williams  
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 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS	Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet D Part I Date/Time Prepared: 5/18/2021 12:59 pm
	Title XVIII (1)	Skilled Nursing Facility	PPS

Cost Center Description	Ratio of Cost to Charges (Fr. Wkst. C Column 3)	Health Care Program Charges		Health Care Program Cost	
		Part A	Part B	Part A (col. 1 x col. 2)	Part B (col. 1 x col. 3)
		2.00	3.00	4.00	5.00
<b>PART I - CALCULATION OF ANCILLARY AND OUTPATIENT COST</b>					
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00 04000 RADIOLOGY	0.693546	10,650	0	7,386	0 40.00
41.00 04100 LABORATORY	0.796987	20,215	0	16,111	0 41.00
42.00 04200 INTRAVENOUS THERAPY	1.353643	8,754	0	11,850	0 42.00
43.00 04300 OXYGEN (INHALATION) THERAPY	0.354835	1,612	0	572	0 43.00
44.00 04400 PHYSICAL THERAPY	1.904995	122,176	0	232,745	0 44.00
45.00 04500 OCCUPATIONAL THERAPY	0.916430	124,831	0	114,399	0 45.00
46.00 04600 SPEECH PATHOLOGY	1.305075	21,758	0	28,396	0 46.00
48.00 04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	10.522767	1,656	0	17,426	0 48.00
49.00 04900 DRUGS CHARGED TO PATIENTS	0.561200	145,133	0	81,449	0 49.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00 06000 CLINIC	0.000000	0	0	0	0 60.00
100.00 Total (Sum of lines 40 - 71)		456,785	0	510,334	0 100.00

(1) For title V and XIX use columns 1, 2, and 4 only.

(2) Line 71 columns 2 and 4 are for titles V and XIX. No amounts should be entered here for title XVIII.

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet D  
Parts II-III  
Date/Time Prepared:  
5/18/2021 12:59 pm

Title XVIII

Skilled Nursing  
Facility

PPS

Cost Center Description						1.00	
<b>PART II - APPORTIONMENT OF VACCINE COST</b>							
1.00		Drugs charged to patients - ratio of cost to charges (From Worksheet C, column 3, line 49)				0.561200	1.00
2.00		Program vaccine charges (From your records, or the PS&R)				0	2.00
3.00		Program costs (Line 1 x line 2) (Title XVIII, PPS providers, transfer this amount to Worksheet E, Part I, line 18)				0	3.00
Cost Center Description		Total Cost (From Wkst. B, Part I, Col. 18)	Nursing & Allied Health (From Wkst. B, Part I, Col. 14)	Ratio of Nursing & Allied Health Costs to Total Costs - Part A (Col. 2 / Col. 1)	Program Part A Cost (From Wkst. D Part I, Col. 4)	Part A Nursing & Allied Health Costs for Pass Through (Col. 3 x Col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>PART III - CALCULATION OF PASS THROUGH COSTS FOR NURSING &amp; ALLIED HEALTH</b>							
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	27,497	0	0.000000	7,386	0 40.00
41.00	04100	LABORATORY	84,110	0	0.000000	16,111	0 41.00
42.00	04200	INTRAVENOUS THERAPY	76,271	0	0.000000	11,850	0 42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	17,658	0	0.000000	572	0 43.00
44.00	04400	PHYSICAL THERAPY	1,003,643	0	0.000000	232,745	0 44.00
45.00	04500	OCCUPATIONAL THERAPY	493,582	0	0.000000	114,399	0 45.00
46.00	04600	SPEECH PATHOLOGY	184,137	0	0.000000	28,396	0 46.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	178,866	0	0.000000	17,426	0 48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	374,336	0	0.000000	81,449	0 49.00
100.00		Total (Sum of lines 40 - 52)	2,440,100	0		510,334	0 100.00

COMPUTATION OF INPATIENT ROUTINE COSTS	Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet D-1 Parts I-II Date/Time Prepared: 5/18/2021 12:59 pm
	Title XVIII	Skilled Nursing Facility	PPS

			1.00	
<b>PART I CALCULATION OF INPATIENT ROUTINE COSTS</b>				
<b>INPATIENT DAYS</b>				
1.00	Inpatient days including private room days		17,831	1.00
2.00	Private room days		0	2.00
3.00	Inpatient days including private room days applicable to the Program		1,515	3.00
4.00	Medically necessary private room days applicable to the Program		0	4.00
5.00	Total general inpatient routine service cost		7,511,665	5.00
<b>PRIVATE ROOM DIFFERENTIAL ADJUSTMENT</b>				
6.00	General inpatient routine service charges		16,660,396	6.00
7.00	General inpatient routine service cost/charge ratio (Line 5 divided by line 6)		0.450870	7.00
8.00	Enter private room charges from your records		0	8.00
9.00	Average private room per diem charge (Private room charges line 8 divided by private room days, line 2)		0.00	9.00
10.00	Enter semi-private room charges from your records		16,660,396	10.00
11.00	Average semi-private room per diem charge (Semi-private room charges line 10, divided by semi-private room days)		934.35	11.00
12.00	Average per diem private room charge differential (Line 9 minus line 11)		0.00	12.00
13.00	Average per diem private room cost differential (Line 7 times line 12)		0.00	13.00
14.00	Private room cost differential adjustment (Line 2 times line 13)		0	14.00
15.00	General inpatient routine service cost net of private room cost differential (Line 5 minus line 14)		7,511,665	15.00
<b>PROGRAM INPATIENT ROUTINE SERVICE COSTS</b>				
16.00	Adjusted general inpatient service cost per diem (Line 15 divided by line 1)		421.27	16.00
17.00	Program routine service cost (Line 3 times line 16)		638,224	17.00
18.00	Medically necessary private room cost applicable to program (line 4 times line 13)		0	18.00
19.00	Total program general inpatient routine service cost (Line 17 plus line 18)		638,224	19.00
20.00	Capital related cost allocated to inpatient routine service costs (From Wkst. B, Part II column 18, line 30 for SNF; line 31 for NF, or line 32 for ICF/IID)		210,851	20.00
21.00	Per diem capital related costs (Line 20 divided by line 1)		11.82	21.00
22.00	Program capital related cost (Line 3 times line 21)		17,907	22.00
23.00	Inpatient routine service cost (Line 19 minus line 22)		620,317	23.00
24.00	Aggregate charges to beneficiaries for excess costs (From provider records)		0	24.00
25.00	Total program routine service costs for comparison to the cost limitation (Line 23 minus line 24)		620,317	25.00
26.00	Enter the per diem limitation (1)			26.00
27.00	Inpatient routine service cost limitation (Line 3 times the per diem limitation line 26) (1)			27.00
28.00	Reimbursable inpatient routine service costs (Line 22 plus the lesser of line 25 or line 27) (Transfer to Worksheet E, Part II, line 4) (See instructions)			28.00

(1) Lines 26 and 27 are not applicable for title XVIII, but may be used for title V and or title XIX

			1.00	
<b>PART II CALCULATION OF INPATIENT NURSING &amp; ALLIED HEALTH COSTS FOR PPS PASS-THROUGH</b>				
1.00	Total SNF inpatient days		17,831	1.00
2.00	Program inpatient days (see instructions)		1,515	2.00
3.00	Total nursing & allied health costs. (see instructions)(Do not complete for titles V or XIX)		0	3.00
4.00	Nursing & allied health ratio. (line 2 divided by line 1)		0.084964	4.00
5.00	Program nursing & allied health costs for pass-through. (line 3 times line 4)		0	5.00

CALCULATION OF REIMBURSEMENT SETTLEMENT FOR TITLE XVIII		Provider No. : 555098	Period: From 01/01/2020 To 12/31/2020	Worksheet E Part I Date/Time Prepared: 5/18/2021 12:59 pm
		Title XVIII	Skilled Nursing Facility	PPS

		1.00	
<b>PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT</b>			
1.00	Inpatient PPS amount (See Instructions)	709,084	1.00
2.00	Nursing and Allied Health Education Activities (pass through payments)	0	2.00
3.00	Subtotal ( Sum of lines 1 and 2)	709,084	3.00
4.00	Primary payor amounts	0	4.00
5.00	Coinurance	0	5.00
6.00	Allowable bad debts (From your records)	0	6.00
7.00	Allowable Bad debts for dual eligible beneficiaries (See instructions)	0	7.00
8.00	Adjusted reimbursable bad debts. (See instructions)	0	8.00
9.00	Recovery of bad debts - for statistical records only	0	9.00
10.00	Utilization review	0	10.00
11.00	Subtotal (See instructions)	709,084	11.00
12.00	Interim payments (See instructions)	704,404	12.00
13.00	Tentative adjustment	0	13.00
14.00	OTHER adjustment (See instructions)	0	14.00
14.50	Demonstration payment adjustment amount before sequestration	0	14.50
14.55	Demonstration payment adjustment amount after sequestration	0	14.55
14.75	Sequestration for non-claims based amounts (see instructions)	0	14.75
14.99	Sequestration amount (see instructions)	4,680	14.99
15.00	Balance due provider/program (see Instructions)	0	15.00
16.00	Protested amounts (Nonallowable cost report items in accordance with CMS Pub. 15-2, section 115.2)	0	16.00
<b>PART B - ANCILLARY SERVICE COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES - TITLE XVIII ONLY</b>			
17.00	Ancillary services Part B	0	17.00
18.00	Vaccine cost (From Wkst D, Part II, line 3)	0	18.00
19.00	Total reasonable costs (Sum of lines 17 and 18)	0	19.00
20.00	Medicare Part B ancillary charges (See instructions)	0	20.00
21.00	Cost of covered services (Lesser of line 19 or line 20)	0	21.00
22.00	Primary payor amounts	0	22.00
23.00	Coinurance and deductibles	0	23.00
24.00	Allowable bad debts (From your records)	0	24.00
24.01	Allowable Bad debts for dual eligible beneficiaries (see instructions)	0	24.01
24.02	Adjusted reimbursable bad debts (see instructions)	0	24.02
25.00	Subtotal (Sum of lines 21 and 24, minus lines 22 and 23)	0	25.00
26.00	Interim payments (See instructions)	0	26.00
27.00	Tentative adjustment	0	27.00
28.00	Other Adjustments (See instructions) Specify	0	28.00
28.50	Demonstration payment adjustment amount before sequestration	0	28.50
28.55	Demonstration payment adjustment amount after sequestration	0	28.55
28.99	Sequestration amount (see instructions)	0	28.99
29.00	Balance due provider/program (see instructions)	0	29.00
30.00	Protested amounts (Nonallowable cost report items) in accordance with CMS Pub.15-2, section 115.2	0	30.00

ANALYSIS OF PAYMENTS TO PROVIDERS FOR SERVICES RENDERED

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet E-1

Date/Time Prepared:  
5/18/2021 12:59 pm

Title XVIII

Skilled Nursing  
Facility

PPS

		Inpatient Part A		Part B		
		mm/dd/yyyy	Amount	mm/dd/yyyy	Amount	
		1.00	2.00	3.00	4.00	
1.00	Total interim payments paid to provider		704,404		0	1.00
2.00	Interim payments payable on individual bills, either submitted or to be submitted to the contractor for services rendered in the cost reporting period. If none, enter zero		0		0	2.00
3.00	List separately each retroactive lump sum adjustment amount based on subsequent revision of the interim rate for the cost reporting period. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					3.00
Program to Provider						
3.01	ADJUSTMENTS TO PROVIDER		0		0	3.01
3.02			0		0	3.02
3.03			0		0	3.03
3.04			0		0	3.04
3.05			0		0	3.05
Provider to Program						
3.50	ADJUSTMENTS TO PROGRAM		0		0	3.50
3.51			0		0	3.51
3.52			0		0	3.52
3.53			0		0	3.53
3.54			0		0	3.54
3.99	Subtotal (Sum of lines 3.01 - 3.49 minus sum of lines 3.50 - 3.98)		0		0	3.99
4.00	Total interim payments (sum of lines 1, 2, and 3.99) (Transfer to Wkst. E, Part I line 12 for Part A, and line 26 for Part B)		704,404		0	4.00
TO BE COMPLETED BY CONTRACTOR						
5.00	List separately each tentative settlement payment after desk review. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					5.00
Program to Provider						
5.01	TENTATIVE TO PROVIDER		0		0	5.01
5.02			0		0	5.02
5.03			0		0	5.03
Provider to Program						
5.50	TENTATIVE TO PROGRAM		0		0	5.50
5.51			0		0	5.51
5.52			0		0	5.52
5.99	Subtotal (Sum of lines 5.01 - 5.49 minus sum of lines 5.50 - 5.98)		0		0	5.99
6.00	Determined net settlement amount (balance due) based on the cost report. (1)					6.00
6.01	PROGRAM TO PROVIDER		0		0	6.01
6.02	PROVIDER TO PROGRAM		0		0	6.02
7.00	Total Medicare program liability (see instructions)		704,404		0	7.00
				Contractor Name		Contractor Number
				1.00		2.00
8.00	Name of Contractor					8.00

(1) On lines 3, 5, and 6, where an amount is due provider to program, show the amount and date on which the provider agrees to the amount of repayment even though total repayment is not accomplished until a later date.

BALANCE SHEET (If you are nonproprietary and do not maintain fund-type accounting records, complete the "General Fund" column only)

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G

Date/Time Prepared:  
5/18/2021 12:59 pm

		General Fund	Specific Purpose Fund	Endowment Fund	Plant Fund	
		1.00	2.00	3.00	4.00	
<b>Assets</b>						
<b>CURRENT ASSETS</b>						
1.00	Cash on hand and in banks	1,300	0	0	0	1.00
2.00	Temporary investments	0	0	0	0	2.00
3.00	Notes receivable	0	0	0	0	3.00
4.00	Accounts receivable	876,367	0	0	0	4.00
5.00	Other receivables	0	0	0	0	5.00
6.00	Less: allowances for uncollectible notes and accounts receivable	-20,675	0	0	0	6.00
7.00	Inventory	73,335	0	0	0	7.00
8.00	Prepaid expenses	94,614	0	0	0	8.00
9.00	Other current assets	0	0	0	0	9.00
10.00	Due from other funds	0	0	0	0	10.00
11.00	<b>TOTAL CURRENT ASSETS (Sum of lines 1 - 10)</b>	<b>1,024,941</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11.00</b>
<b>FIXED ASSETS</b>						
12.00	Land	1,183,925	0	0	0	12.00
13.00	Land improvements	381,958	0	0	0	13.00
14.00	Less: Accumulated depreciation	-214,298	0	0	0	14.00
15.00	Buildings	6,229,389	0	0	0	15.00
16.00	Less: Accumulated depreciation	-6,247,917	0	0	0	16.00
17.00	Leasehold improvements	3,856,704	0	0	0	17.00
18.00	Less: Accumulated Amortization	-2,945,359	0	0	0	18.00
19.00	Fixed equipment	0	0	0	0	19.00
20.00	Less: Accumulated depreciation	0	0	0	0	20.00
21.00	Automobiles and trucks	0	0	0	0	21.00
22.00	Less: Accumulated depreciation	0	0	0	0	22.00
23.00	Major movable equipment	2,611,243	0	0	0	23.00
24.00	Less: Accumulated depreciation	-2,067,934	0	0	0	24.00
25.00	Minor equipment - Depreciable	0	0	0	0	25.00
26.00	Minor equipment nondepreciable	0	0	0	0	26.00
27.00	Other fixed assets	272,182	0	0	0	27.00
28.00	<b>TOTAL FIXED ASSETS (Sum of lines 12 - 27)</b>	<b>3,059,893</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28.00</b>
<b>OTHER ASSETS</b>						
29.00	Investments	0	0	0	0	29.00
30.00	Deposits on leases	0	0	0	0	30.00
31.00	Due from owners/officers	0	0	0	0	31.00
32.00	Other assets	6,974	0	0	0	32.00
33.00	<b>TOTAL OTHER ASSETS (Sum of lines 29 - 32)</b>	<b>6,974</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33.00</b>
34.00	<b>TOTAL ASSETS (Sum of lines 11, 28, and 33)</b>	<b>4,091,808</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34.00</b>
<b>Liabilities and Fund Balances</b>						
<b>CURRENT LIABILITIES</b>						
35.00	Accounts payable	211,959	0	0	0	35.00
36.00	Salaries, wages, and fees payable	0	0	0	0	36.00
37.00	Payroll taxes payable	417,010	0	0	0	37.00
38.00	Notes & loans payable (Short term)	759	0	0	0	38.00
39.00	Deferred income	0	0	0	0	39.00
40.00	Accelerated payments	0	0	0	0	40.00
41.00	Due to other funds	0	0	0	0	41.00
42.00	Other current liabilities	92,473	0	0	0	42.00
43.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 35 - 42)</b>	<b>722,201</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43.00</b>
<b>LONG TERM LIABILITIES</b>						
44.00	Mortgage payable	219,214	0	0	0	44.00
45.00	Notes payable	0	0	0	0	45.00
46.00	Unsecured loans	2,183,153	0	0	0	46.00
47.00	Loans from owners:	0	0	0	0	47.00
48.00	Other long term liabilities	0	0	0	0	48.00
49.00	<b>OTHER LIABILITIES</b>	<b>12,413</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>49.00</b>
50.00	<b>TOTAL LONG TERM LIABILITIES (Sum of lines 44 - 49)</b>	<b>2,414,780</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50.00</b>
51.00	<b>TOTAL LIABILITIES (Sum of lines 43 and 50)</b>	<b>3,136,981</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51.00</b>
<b>CAPITAL ACCOUNTS</b>						
52.00	General fund balance	954,827	0	0	0	52.00
53.00	Specific purpose fund	0	0	0	0	53.00
54.00	Donor created - endowment fund balance - restricted	0	0	0	0	54.00
55.00	Donor created - endowment fund balance - unrestricted	0	0	0	0	55.00
56.00	Governing body created - endowment fund balance	0	0	0	0	56.00
57.00	Plant fund balance - invested in plant	0	0	0	0	57.00
58.00	Plant fund balance - reserve for plant improvement, replacement, and expansion	0	0	0	0	58.00
59.00	<b>TOTAL FUND BALANCES (Sum of lines 52 thru 58)</b>	<b>954,827</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59.00</b>
60.00	<b>TOTAL LIABILITIES AND FUND BALANCES (Sum of lines 51 and 59)</b>	<b>4,091,808</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60.00</b>



STATEMENT OF CHANGES IN FUND BALANCES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-1

Date/Time Prepared:  
5/18/2021 12:59 pm

		General Fund		Special Purpose Fund		Endowment Fund
		1.00	2.00	3.00	4.00	5.00
1.00	Fund balances at beginning of period		2,389,933		0	1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)		-1,435,106			2.00
3.00	Total (sum of line 1 and line 2)		954,827		0	3.00
4.00	Additions (credit adjustments)					4.00
5.00		0		0		5.00
6.00		0		0		6.00
7.00		0		0		7.00
8.00		0		0		8.00
9.00		0		0		9.00
10.00	Total additions (sum of line 5 - 9)		0		0	10.00
11.00	Subtotal (line 3 plus line 10)		954,827		0	11.00
12.00	Deductions (debit adjustments)					12.00
13.00		0		0		13.00
14.00		0		0		14.00
15.00		0		0		15.00
16.00		0		0		16.00
17.00		0		0		17.00
18.00	Total deductions (sum of lines 13 - 17)		0		0	18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)		954,827		0	19.00
		Endowment Fund		Plant Fund		
		6.00	7.00	8.00		
1.00	Fund balances at beginning of period	0		0		1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)					2.00
3.00	Total (sum of line 1 and line 2)	0		0		3.00
4.00	Additions (credit adjustments)					4.00
5.00			0			5.00
6.00			0			6.00
7.00			0			7.00
8.00			0			8.00
9.00			0			9.00
10.00	Total additions (sum of line 5 - 9)	0		0		10.00
11.00	Subtotal (line 3 plus line 10)	0		0		11.00
12.00	Deductions (debit adjustments)					12.00
13.00			0			13.00
14.00			0			14.00
15.00			0			15.00
16.00			0			16.00
17.00			0			17.00
18.00	Total deductions (sum of lines 13 - 17)	0		0		18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)	0		0		19.00

STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-2  
Parts I-II  
Date/Time Prepared:  
5/18/2021 12:59 pm

Cost Center Description		Inpatient	Outpatient	Total	
		1.00	2.00	3.00	
<b>PART I - PATIENT REVENUES</b>					
General Inpatient Routine Care Services					
1.00	SKILLED NURSING FACILITY	13,260,805		13,260,805	1.00
2.00	NURSING FACILITY	3,399,591		3,399,591	2.00
3.00	ICF/IID	0		0	3.00
4.00	OTHER LONG TERM CARE	0		0	4.00
5.00	Total general inpatient care services (Sum of lines 1 - 4)	16,660,396		16,660,396	5.00
All Other Care Services					
6.00	ANCILLARY SERVICES	2,143,352	0	2,143,352	6.00
7.00	CLINIC		0	0	7.00
8.00	HOME HEALTH AGENCY COST		0	0	8.00
9.00	AMBULANCE		0	0	9.00
10.00	RURAL HEALTH CLINIC		0	0	10.00
10.10	FQHC		0	0	10.10
11.00	CMHC		0	0	11.00
12.00	HOSPICE	0		0	12.00
13.00	OTHER (SPECIFY)	0		0	13.00
14.00	Total Patient Revenues (Sum of lines 5 - 13) (Transfer column 3 to Worksheet G-3, Line 1)	18,803,748	0	18,803,748	14.00
Cost Center Description			1.00	2.00	
<b>PART II - OPERATING EXPENSES</b>					
1.00	Operating Expenses (Per Worksheet A, Col. 3, Line 100)			16,986,229	1.00
2.00	Add (Specify)		0		2.00
3.00			0		3.00
4.00			0		4.00
5.00			0		5.00
6.00			0		6.00
7.00			0		7.00
8.00	Total Additions (Sum of lines 2 - 7)			0	8.00
9.00	Deduct (Specify)		0		9.00
10.00			0		10.00
11.00			0		11.00
12.00			0		12.00
13.00			0		13.00
14.00	Total Deductions (Sum of lines 9 - 13)			0	14.00
15.00	Total Operating Expenses (Sum of lines 1 and 8, minus line 14)			16,986,229	15.00

STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555098

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-3

Date/Time Prepared:  
5/18/2021 12: 59 pm

		1.00	
1.00	Total patient revenues (From Wkst. G-2, Part I, col. 3, line 14)	18,803,748	1.00
2.00	Less: contractual allowances and discounts on patients accounts	3,300,539	2.00
3.00	Net patient revenues (Line 1 minus line 2)	15,503,209	3.00
4.00	Less: total operating expenses (From Worksheet G-2, Part II, line 15)	16,986,229	4.00
5.00	Net income from service to patients (Line 3 minus 4)	-1,483,020	5.00
<b>Other income:</b>			
6.00	Contributions, donations, bequests, etc	3,438	6.00
7.00	Income from investments	0	7.00
8.00	Revenues from communications ( Telephone and Internet service)	0	8.00
9.00	Revenue from television and radio service	0	9.00
10.00	Purchase discounts	0	10.00
11.00	Rebates and refunds of expenses	1,950	11.00
12.00	Parking lot receipts	0	12.00
13.00	Revenue from laundry and linen service	453	13.00
14.00	Revenue from meals sold to employees and guests	722	14.00
15.00	Revenue from rental of living quarters	0	15.00
16.00	Revenue from sale of medical and surgical supplies to other than patients	0	16.00
17.00	Revenue from sale of drugs to other than patients	0	17.00
18.00	Revenue from sale of medical records and abstracts	400	18.00
19.00	Tuition (fees, sale of textbooks, uniforms, etc.)	0	19.00
20.00	Revenue from gifts, flower, coffee shops, canteen	0	20.00
21.00	Rental of vending machines	0	21.00
22.00	Rental of skilled nursing space	0	22.00
23.00	Governmental appropriations	0	23.00
24.00	WHEELCHAIR REVENUE	40,951	24.00
24.50	COVID-19 PHE Funding	0	24.50
25.00	Total other income (Sum of lines 6 - 24)	47,914	25.00
26.00	Total (Line 5 plus line 25)	-1,435,106	26.00
27.00	OTHER OP REVENUE	0	27.00
28.00	FINANCE REVENUE	0	28.00
29.00		0	29.00
30.00	Total other expenses (Sum of lines 27 - 29)	0	30.00
31.00	Net income (or loss) for the period (Line 26 minus line 30)	-1,435,106	31.00

**SECTION 999.5(d)(5)(C)**

**16) Medicare Cost Report data for Manzanita dated December 31, 2021**

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Form Approved  
 OMB No. 0938-0463  
 Approval Expires 12-31-2021

Worksheet S Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex Cost Report Certification and Settlement Summary

PART I - COST REPORT STATUS

- Provider 1.  Electronically prepared cost report;  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_
- use only 2.  Manually prepared cost report
3.  If this is an amended report enter the number of times the provider resubmitted this cost report
- 3.01  No Medicare Utilization. Enter "Y" for yes or leave blank for no.
- Contractor 4.  Cost Report Status 6. Contractor No. \_\_\_\_\_
- use only [1] As Submitted 7.  First Cost Report Processed by Contractor
- [2] Settled without audit 8.  Last Cost Report Processed by Contractor
- [3] Settled with audit 9.  NPR Date: \_\_\_\_\_
- [4] Reopened 10.  If line 4, column 1 is "4": Enter number of times reopened: \_\_\_\_
- [5] Amended 11. Contractor Vendor Code \_\_\_\_\_
5. Date Received \_\_\_\_\_ 12.  Medicare Utilization. Enter "F" for full, "L" for low, or "N" for none

PART II - CERTIFICATION OF CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS COST REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF FACILITY

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by Eskaton Care Center Manzanita (55-5083) for the cost report period beginning January 1, 2021 and ending December 31, 2021, and that to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

	SIGNATURE OF CHIEF FINANCIAL OFFICER OF ADMINISTRATOR	CHECKBOX
	1	2
1	_____	<input type="checkbox"/>
2	Printed name _____	
3	Title _____	
4	Signature date _____	

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

PART III - SETTLEMENT SUMMARY

CMS #	Title XVIII	Title XVIII			
		Title V	A	B	Title XIX
		1	2	3	4
1	SNF	0	0	0	0
100	Total	0	0	0	0

ECR Encryption Information: \_\_\_\_\_

PI Encryption Information: \_\_\_\_\_

According to the Paperwork reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0463. The time required to complete this information collection is estimated to average 202 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part I Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility and Skilled Nursing Facility Complex Identification Data

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY COMPLEX ADDRESS:

CMS #  
 1 Street / P.O. Box: 5318 MANZANITA AVENUE  
 2 City / State / Zip: CARMICHAEL CA 95608  
 3 County / CBSA Code / Urban/Rural: SACRAMENTO 40900 Urban

SNF AND SNF-BASED COMPONENT IDENTIFICATION

CMS #	COMPONENT	COMPONENT NAME	PROVIDER	DATE CERTIFIED	Payment System		
					P.	O.	N.
4	SNF	Eskaton Care Center Manzanita	55-5083	07/01/1966	N	P	N
5	Nursing Facility						
11	SNF-Based OLT						
13	Other						
14	Cost Reporting Period (mm/dd/yyyy)	01/01/2021	12/31/2021				
15	Type of Control (See Instructions)		2				

TYPE OF FREESTANDING SKILLED NURSING FACILITY

16 Is this a distinct part skilled nursing facility that meets the requirements? Yes  
 17 Is this a composite distinct part skilled nursing facility that meets the requirements? N  
 18 Are there any costs included in Worksheet A which resulted from transactions with related organizations? Yes

MISCELLANEOUS COST REPORTING INFORMATION

19 Is this a low Medicare Utilization cost report, enter "Y" for yes or "N" for no. N  
 If the response to line 19 is yes, Does this cost report meet your contractor's criteria for filing a low utilization cost report? (Y/N) N

DEPRECIATION - ENTER THE AMOUNT OF DEPRECIATION REPORTED IN THIS SNF FOR THE METHOD INDICATED ON LINES 20 - 22.

20 Straight Line 194,519  
 21 Declining Balance.  
 22 Sum of the Years' Digits  
 23 Sum of lines 20 through 22 194,519  
 24 If depreciation is funded, enter the balance as of the end of the period.  
 25 Were there any disposal of capital assets during the cost reporting period? (Y/N) N  
 26 Was accelerated depreciation claimed on any assets in the current or any prior cost report applies? N  
 27 Did you cease to participate in the Medicare program at the end of the period to which this cost report applies (See PRM 15-1, Chapter 1)? N  
 28 Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? N

IF THIS FACILITY CONTAINS A PUBLIC OR NON-PUBLIC PROVIDER THAT QUALIFIES FOR AN EXEMPTION FROM THE APPLICATION OF THE LOWER OF COSTS OR CHARGES, ENTER 'Y' FOR EACH COMPONENT AND TYPE OF SERVICE THAT QUALIFIES FOR THE EXEMPTION.

	Part A	Part B	Other
	No	No	
29 Skilled Nursing Facility			
30 Nursing Facility			
36 SNF-Based OLT			Y/N

37 Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients? N

38 Are you legally-required to carry malpractice insurance? N

39 Is the malpractice a "claims-made", or "occurrence" policy? If the policy is "claims-made" enter 1. If policy is "occurrence", enter 2. 1

40 What is the liability limit for the malpractice policy? Enter in column 1 the monetary limit per lawsuit. Enter in column 2 the monetary limit per policy year.

	Premiums	Paid Losses	Self Insurance
41 List malpractice premiums and paid losses	236808		

Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Y/N

42 Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts. N

43 Are there any home office cost as defined in CMS Pub 15-1, chapter 10? Enter Y for Yes or N for no, in column 1. Yes

If line 43 = "Y", and there are costs for the home office, enter the home office chain number and enter the name and address of the home office on lines 45-47. HBO273

45 Name / Contractor Name / Contractor Number  
 ESKATON PROPERTIES INCORPORATED NORIDIAN 01011  
 46 Street / PO Box  
 5105 MANZANITA AVENUE  
 47 City / State / Zip  
 CARMICHAEL CA 95608

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-2 Part II Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility and Skilled Nursing Facility Healthcare Complex Reimbursement Questionnaire

Line #	1	2	3	4
<b>PROVIDER ORGANIZATION AND OPERATION</b>				
1	N			
2	N			
3	Y			
<b>FINANCIAL DATA AND REPORTS</b>				
4	N			
5	N			
<b>APPROVED EDUCATIONAL ACTIVITIES</b>				
6	N			
7	N			
8	N			
<b>BAD DEBTS</b>				
9	N			
10	N			
11	N			
12	N			
<b>PS&amp;R DATA</b>				
13	N		N	
14	N		N	
15	N		N	
16	N		N	
17	N		N	
18	Y		Y	
<b>COST REPORT PREPARER CONTACT INFORMATION</b>				
19	1	2	3	
20	Eddie	Uppal	Consultant	
21	Axiom Healthcare Group	eddieu@axiomnhc.com		
	818-456-0940			

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part I Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility and Skilled Nursing Facility Health Care Complex

PART I - STATISTICAL DATA

CMS #	Component	No. of Beds	Bed days Available	Inpatient Days			Other	Total
		1	2	Title V	Title XVIII	Title XIX		
1	Skilled Nursing Facility	99	36,135	0	1,772	12,660	7,109	21,541
2	Nursing Facility	0	0	0	0	0	0	0
5	Other Long Term Care	0	0	0	0	0	0	0
8	Total	99	36,135	0	1,772	12,660	7,109	21,541

CMS #	Component	Discharges					Average Length of Stay			
		Title V	Title XVIII	Title XIX	Other	Total	Title V	Title XVIII	Title XIX	Total
1	Skilled Nursing Facility	0	0	0	0	0	0.00	0.00	0.00	0.00
2	Nursing Facility	0	0	0	0	0	0.00	0.00	0.00	0.00
5	Other Long Term Care	0	0	0	0	0	0.00	0.00	0.00	0.00
8	Total	0	0	0	0	0	0.00	0.00	0.00	0.00

CMS #	Component	Admissions					FTE	
		Title V	Title XVIII	Title XIX	Other	Total	Paid	Non-Paid
1	Skilled Nursing Facility	0	0	0	0	0	90.68	0
2	Nursing Facility	0	0	0	0	0	0.00	0
5	Other Long Term Care	0	0	0	0	0	0.00	0
8	Total	0	0	0	0	0	90.68	0



ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part II Tuesday, May 31, 2022 at 9:38:18 AM

SNF Wage Index Information

PART II - DIRECT SALARIES

CMS #	Description	Amount Reported	Reclass.	Adjusted Salaries	Paid Hours Related to Salary	Average Hourly Wage
			of Salaries from Wkst. A-6			
		1	2	3	4	5
1	Total Salary	6,421,424	0	6,421,424	297,988.00	21.55
2	Physician salaries - Part A	0	0	0	0.00	
3	Physician salaries - Part B	0	0	0	0.00	
4	Home office personnel	0	0	0	0.00	
5	Sum of lines 2 through 4	0	0	0	0.00	
6	Revised wages (line 1 - 5)	6,421,424	0	6,421,424	297,988.00	21.55
7	Other Long Term Care	0	0	0	0.00	
8	Home Health Agency	0	0	0	0.00	
9	CMHC	0	0	0	0.00	
10	Hospice	0	0	0	0.00	
11	Other Excluded Areas	0	0	0	0.00	
12	Subtotal Excluded salary (Sum of lines 7-11)	0	0	0	0.00	
13	Total Adjusted Salaries (Line 6 - 12)	6,421,424	0	6,421,424	297,988.00	21.55
OTHER WAGES AND RELATED COSTS						
14	Contract Labor: Patient Related & Mgmt	596,821	0	596,821	23,320.00	25.59
15	Contract Labor: Physician services - Part A	0	0	0	0.00	
16	Home office salaries & wage related costs	0	0	0	0.00	
WAGE RELATED COSTS						
17	Wage related costs (See Part IV)	2,217,851	0	2,217,851		
18	Wage related costs (See Part IV)	0	0	0		
19	Wage related costs (excluded units)	0	0	0		
20	Physicians Part A - WRC	0	0	0		
21	Physicians Part B - WRC	0	0	0		
22	Total Adjusted Wage Related cost	2,217,851	0	2,217,851		

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part III Tuesday, May 31, 2022 at 9:38:18 AM

SNF Wage Index Information

PART III - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Description	Amount Reported 1	Reclass.	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5
			of Salaries from Wkst. A-6 2			
1	Employee Benefits	0	0	0	0	0.00
2	Administrative & General	378,136	0	378,136	13,981	27.05
3	Plant Operation, Maint. & Repairs	134,249	0	134,249	5,490	24.45
4	Laundry & Linen Service	22,092	0	22,092	1,387	15.93
5	Housekeeping	244,733	0	244,733	15,706	15.58
6	Dietary	389,514	0	389,514	20,591	18.92
7	Nursing Administration	179,806	0	179,806	3,023	59.49
8	Central Services & Supply	0	0	0	0	0.00
9	Pharmacy	0	0	0	0	0.00
10	Medical Rcd.s & M/R Library	91,578	0	91,578	4,546	20.14
11	Social Service	195,645	0	195,645	8,501	23.01
12	Nursing and Allied Health Ed. Act.					
13	Other General Service	0	0	0	0	0.00
14	Total	1,635,753	0	1,635,753	73,224	22.34

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ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part IV Tuesday, May 31, 2022 at 9:38:18 AM

SNF Wage Related Costs

CMS #	Description	
	RETIREMENT COST	
1	401K Employer Contributions	0
2	Tax Sheltered Annuity (TSA) Employer Contribution	0
3	Qualified and Non-Qualified Pension Plan Cost	184,561
4	Prior Year Pension Service Cost	0
	PLAN ADMINISTRATIVE COSTS (Paid to External Organization)	
5	401K/TSA Plan Administration fees	0
6	Legal/Accounting/Management Fees-Pension Plan	0
7	Employee Managed Care Program Administration Fees	0
	HEALTH AND INSURANCE COST	
8	Health Insurance (Purchased or Self Funded)	1,070,462
9	Prescription Drug Plan	0
10	Dental, Hearing and Vision Plan	0
11	Life Insurance (If employee is owner or beneficiary)	0
12	Accidental Insurance (If employee is owner or beneficiary)	0
13	Disability Insurance (If employee is owner or beneficiary)	0
14	Long-Term Care Insurance (If employee is owner or beneficiary)	0
15	Workers' Compensation Insurance	479,861
16	Retirement Health Care Cost (see instructions)	0
	TAXES	
17	FICA-Employers Portion Only	473,747
18	Medicare Taxes - Employer Portion Only	0
19	Unemployment Insurance	9,220
20	State or Federal Unemployment Taxes	0
	OTHER	
21	Executive Deferred Compensation	0
22	Day Care Cost and Allowances	0
23	Tuition Reimbursement	0
	=====	
24	Total Wage Related Cost (Lines 1-23)	2,217,851
	PART B OTHER THAN CORE RELATED COST	
25	Other Wage Related Costs	0

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet S-3 Part V Tuesday, May 31, 2022 at 9:38:18 AM

SNF Reporting Of Direct Care Expenditures

PART V - OVERHEAD COSTS - DIRECT SALARIES

CMS #	Amount Reported 1	Fringe Benefits 2	Adjusted Salaries 3	Paid Hours Related to Salary 4	Average Hourly Wage 5	
<b>DIRECT SALARIES</b>						
<b>NURSING OCCUPATIONS</b>						
1	Registered Nurses (RNs)	1,028,630	359,995	1,388,625	26,141	53.12
2	Licensed Practical Nurses (LPNs)	973,148	340,578	1,313,726	36,244	36.25
3	Certified Nursing Assistants/Nursing Assistants/Aides	1,188,568	415,969	1,604,537	88,435	18.14
4	<b>Total Nursing (Sum of 1 - 3)</b>	<b>3,190,346</b>	<b>1,116,542</b>	<b>4,306,888</b>	<b>150,820</b>	<b>28.56</b>
5	Physical Therapists	0	0	0	0	0.00
6	Physical Therapy Assistants	0	0	0	0	0.00
7	Physical Therapy Aides	0	0	0	0	0.00
8	Occupational Therapists	0	0	0	0	0.00
9	Occupational Therapy Assistants	0	0	0	0	0.00
10	Occupational Therapy Aides	0	0	0	0	0.00
11	Speech Therapists	0	0	0	0	0.00
12	Respiratory Therapists	0	0	0	0	0.00
13	Other Medical Staff	233,499	81,719	315,218	4,695	67.14
<b>CONTRACT LABOR</b>						
<b>NURSING OCCUPATIONS</b>						
14	Registered Nurses (RNs)	72,250		72,250	1,806	40.01
15	Licensed Practical Nurses (LPNs)	165,423		165,423	5,514	30.00
16	Certified Nursing Assistants/Nursing Assistants/Aides	293,920		293,920	14,696	20.00
17	<b>Total Nursing (Sum of 14 - 16)</b>	<b>531,593</b>		<b>531,593</b>	<b>22,016</b>	<b>24.15</b>
18	Physical Therapists	43,023		43,023	860	50.03
19	Physical Therapy Assistants	0		0	0	0.00
20	Physical Therapy Aides	0		0	0	0.00
21	Occupational Therapists	22,205		22,205	444	50.01
22	Occupational Therapy Assistants	0		0	0	0.00
23	Occupational Therapy Aides	0		0	0	0.00
24	Speech Therapists	0		0	0	0.00
25	Respiratory Therapists	0		0	0	0.00
26	Other Medical Staff	0		0	0	0.00

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet A Tuesday, May 31, 2022 at 9:38:18 AM

Reclassification and Adjustment of Trial Balance of Expenses

CMS #	COST CENTER DESCRIPTION	Salaries 1	Other 2	Total 3	Reclassi- fications 4	Reclassified Trial Balance 5	Adjust- ments to Expenses 6	Net Expenses for Cost Allocation 7
<b>GENERAL SERVICE COST CENTERS</b>								
1	Cap Rel Costs - Bldgs & Fixtures		128,015	128,015	0	128,015	3,559	131,574
2	Cap Rel Costs - Movable Equipment		66,669	66,669	0	66,669	27,731	94,400
3	Employee Benefits	0	2,247,340	2,247,340	0	2,247,340	10,894	2,258,234
4	Administrative & General	378,136	2,020,102	2,398,238	0	2,398,238	31,742	2,429,980
5	Plant Operation, Maint. & Repairs	134,249	446,728	580,977	0	580,977	-105,472	475,505
6	Laundry & Linen Service	22,092	11,701	33,793	0	33,793	0	33,793
7	Housekeeping	244,733	49,083	293,816	0	293,816	0	293,816
8	Dietary	389,514	237,336	626,850	0	626,850	47,712	674,562
9	Nursing Administration	179,806	0	179,806	0	179,806	0	179,806
10	Central Services & Supply	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0
12	Medical Records & Library	91,578	1,360	92,938	0	92,938	0	92,938
13	Social Service	195,645	32,496	228,141	0	228,141	0	228,141
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>								
30	Skilled Nursing Facility	4,088,281	800,445	4,888,726	0	4,888,726	91,908	4,980,634
31	Nursing Facility	0	0	0	0	0	0	0
33	Other Long Term Care	0	0	0	0	0	0	0
<b>ANCILLARY SERVICE COST CENTERS</b>								
40	Radiology	0	48,981	48,981	0	48,981	0	48,981
41	Laboratory	0	125,116	125,116	0	125,116	0	125,116
42	Intravenous Therapy	0	60,643	60,643	0	60,643	0	60,643
43	Oxygen (Inhalation) Therapy	0	0	0	0	0	0	0
44	Physical Therapy	338,049	43,023	381,072	0	381,072	0	381,072
45	Occupational Therapy	311,586	22,628	334,214	0	334,214	0	334,214
46	Speech Pathology	47,755	0	47,755	0	47,755	0	47,755
47	Electrocardiology	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	87,977	87,977	0	87,977	0	87,977
49	Drugs Charged to Patients	0	360,985	360,985	0	360,985	0	360,985
51	Support Surfaces	0	0	0	0	0	0	0
52	Other Ancillary Service Cost Center	0	3,421	3,421	0	3,421	0	3,421
<b>OTHER REIMBURSABLE COST CENTERS</b>								
71	Ambulance	0	0	0	0	0	0	0
<b>SPECIAL PURPOSE COST CENTERS</b>								
80	Malpractice Premiums & Paid Losses	0	0	0	0	0	0	0
81	Interest Expense	0	0	0	0	0	0	0
82	Utilization Review	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	287,379	287,379	0	287,379	0	287,379
89	<b>SUBTOTALS</b>	<b>6,421,424</b>	<b>7,081,428</b>	<b>13,502,852</b>	<b>0</b>	<b>13,502,852</b>	<b>108,074</b>	<b>13,610,926</b>
<b>NONREIMBURSABLE COST CENTERS</b>								
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0
91	Barber and Beauty Shop	0	5,629	5,629	0	5,629	0	5,629
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0
00	<b>TOTAL</b>	<b>6,421,424</b>	<b>7,087,057</b>	<b>13,508,481</b>	<b>0</b>	<b>13,508,481</b>	<b>108,074</b>	<b>13,616,555</b>

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-6 Tuesday, May 31, 2022 at 9:38:18 AM

Reclassifications

EXPLANATION OF RECLASSIFICATION ENTRY	Increases					Decreases			
	Code	COST CENTER	LINE	SALARY	NON-SALARY	COST CENTER	LINE	SALARY	NON-SALARY
	1	2	3	4	5	6	7	8	9
100 TOTAL RECLASSIFICATIONS				0	0			0	0

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-7 Tuesday, May 31, 2022 at 9:38:18 AM

Analysis of changes during cost reporting period in capital asset balances

CMS #	DESCRIPTION	Beginning	Acquisitions	Disposals	Ending	Fully
		Balances	Purchase	and	Balance	Depreciated
		1	2	Retirements	6	Assets
				5		7
			Donation	Total		
			3	4		
1	Land	110,052	0	0	0	110,052
2	Land Improvements	332,361	0	0	11,900	320,461
3	Buildings & Fixtures	1,422,214	0	0	0	1,422,214
4	Building Improvements	3,084,106	29,717	0	0	3,113,823
5	Fixed Equipment	0	0	0	0	0
6	Movable Equipment	1,920,899	51,196	0	0	1,972,095
7	Subtotal	6,869,632	80,913	0	11,900	6,938,645
8	Reconciling Items	0	0	0	0	0
9	Total	6,869,632	80,913	0	11,900	6,938,645

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet A-8 Tuesday, May 31, 2022 at 9:38:18 AM

Adjustments to Expenses

CMS #	Description	Basis for Adjustment		Expense classification on Worksheet A to/from which the amount is to be adjusted		Line No.
		1	2	3	4	
1	Investment income on restricted funds		0			
2	Trade, quantity and time discounts on purchases		0			
3	Refunds and rebates of expenses		0			
4	Rental of provider space by suppliers		0			
5	Telephone services (pay stations excluded)		0			
6	Television and radio service	A	-105,472	Plant Operation, Maint. & Repairs		5
7	Parking lot		0			
8	Remuneration applicable to provider-based physician adjustment	A82	0			
9	Home office costs		0			
10	Sale of scrap, waste, etc.		0			
11	Nonallowable costs related to certain capital expenditures		0			
12	Adjustment resulting from transactions with related organizations	A81	445,754			
13	Laundry and Linen service		0			
14	Revenue - Employee meals	B	-8	Dietary		8
15	Cost of meals - Guests		0			
16	Sale of medical supplies to other than patients		0			
17	Sale of drugs to other than patients		0			
18	Sale of medical records and abstracts		0			
19	Vending machines		0			
20	Income from imposition of interest, finance or penalty charges		0			
21	Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			
22	Utilization review -- physicians' compensation		0	Utilization Review		82
23	Depreciation -- buildings and fixtures		0	Cap Rel Costs - Bldgs & Fixtures		1
24	Depreciation -- movable equipment		0	Cap Rel Costs - Movable Equipment		2
28	Other Operating Revenue	B	-22,446	Administrative & General		4
29	Late and Returned Check Charges	B	30	Administrative & General		4
30	Wheelchair / Misc Equip Rental	B	-15,990	Administrative & General		4
31	Dues & Subscriptions	A	-1,379	Administrative & General		4
32	QA Fees	A	-192,415	Administrative & General		4
			=====			
100	TOTAL		108,074			



ESKATON CARE CENTER MANZANITA  
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Worksheet A-8-1 Tuesday, May 31, 2022 at 9:38:18 AM

Statement of Costs of Services from Related Organizations and Home Office Costs

I. Costs Incurred And Adjustments Required As A Result Of Transactions With Related Organizations Or Claimed Home Office Costs:

CMS #	Line No.	Cost Center	Expense Items	Amount	Amount	Adjustments
				Allowable In Cost	Included in Wkst A col 5	
	1	2	3	4	5	6
1	4	Administrative & General	Support Services Allocation	0	831,103	-831,103
2	1	Cap Rel Costs - Bldgs & Fixtures	Support Services Allocation	3,559	0	3,559
3	4	Administrative & General	Support Services Allocation	76,424	0	76,424
4	4	Administrative & General	Support Services Allocation	1,922	0	1,922
5	4	Administrative & General	Support Services Allocation	9,792	0	9,792
6	30	Skilled Nursing Facility	Support Services Allocation	91,908	0	91,908
7	3	Employee Benefits	Support Services Allocation	7,171	0	7,171
8	8	Dietary	Support Services Allocation	47,720	0	47,720
9	3	Employee Benefits	Support Services Allocation	3,723	0	3,723
9.01	2	Cap Rel Costs - Movable Equipment	Pooled Allocation	27,731	0	27,731
9.02	4	Administrative & General	Pooled Allocation	6,879	0	6,879
9.03	4	Administrative & General	Pooled Allocation	1,000,028	0	1,000,028
10		TOTALS		1,276,857	831,103	445,754

II. Interrelationship To Related Organization(s) And/Or Home Office:

The Secretary, by virtue of authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part II of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities and supplies furnished by organizations related to you by common ownership or control, represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the requested information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

----- Related Organization(s) -----						
#	Symbol	Name	Percentage	Percent	Type	Ownership Name
			of Ownership	of Ownership	of Business	
	1	2	3	4	5	6
1	B		0%	ESKATON PROPERTIES INCORPORATED	100%	Support Services

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider
- B. Corporation, partnership or other organization has financial interest in provider
- C. Provider has financial interest in corporation, partnership, or other organization
- D. Director, officer, administrator or key person of provider or relative of such person has financial interest in related organization
- E. Individual is director, officer, administrator, or key person of provider and related organization
- F. Director, officer, administrator or key person of related organization or relative of such person has financial interest in provider
- G. Other:

ESKATON CARE CENTER MANZANITA  
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 Period from 1/1/2021 to 12/31/2021

Worksheet A-8-2 Tuesday, May 31, 2022 at 9:38:18 AM

Provider-Based Physicians Adjustments

Wkst A Line No	Cost Center / Physician Identifier	Total Remuner- ation	Profess- ional Component	Provider Component	RCE Amount	Physician/ Provider Component Hours	Unadjusted RCE Limit	5% of Unadjusted RCE Limit
1	2	3	4	5	6	7	8	9
100	Total	0	0	0		0	0	0

Wkst A Line No	Cost Center / Physician Identifier	Cost of Memberships & Continuing Education	Provider Component Share of Col 12	Physician Cost of Malpractice Insurance	Provider Component Share of Col 14	Adjusted RCE Limit	RCE Dis- allowance	Adjustment
10	11	12	13	14	15	16	17	18
100	Total	0	0	0	0	0	0	0

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:38:18 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Net Expenses For Cost Allocation 0	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	SubTotal 3A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- keeping (Square Feet) 7
1 Cap Rel Costs - Bldgs & Fixtures	131,574	131,574							
2 Cap Rel Costs - Movable Equipment	94,400		94,400						
3 Employee Benefits	2,258,234	0	0	2,258,234					
4 Administrative & General	2,429,980	0	0	132,980	2,562,960	2,562,960			
5 Plant Operation, Maint. & Repairs	475,505	0	0	47,212	522,717	121,201	643,918		
6 Laundry & Linen Service	33,793	0	0	7,769	41,562	9,637	0	51,199	
7 Housekeeping	293,816	0	0	86,066	379,882	88,082	0	0	467,964
8 Dietary	674,562	0	0	136,981	811,543	188,170	0	0	0
9 Nursing Administration	179,806	0	0	63,233	243,039	56,353	0	0	0
10 Central Services & Supply	0	0	0	0	0	0	0	0	0
11 Pharmacy	0	0	0	0	0	0	0	0	0
12 Medical Records & Library	92,938	0	0	32,205	125,143	29,017	0	0	0
13 Social Service	228,141	0	0	68,803	296,944	68,852	0	0	0
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	4,980,634	115,744	83,043	1,437,733	6,617,154	1,534,295	566,445	51,199	411,660
31 Nursing Facility	0	0	0	0	0	0	0	0	0
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	48,981	0	0	0	48,981	11,357	0	0	0
41 Laboratory	125,116	0	0	0	125,116	29,010	0	0	0
42 Intravenous Therapy	60,643	0	0	0	60,643	14,061	0	0	0
43 Oxygen (Inhalation) Therapy	0	0	0	0	0	0	0	0	0
44 Physical Therapy	381,072	5,909	4,239	118,882	510,102	118,276	28,917	0	21,015
45 Occupational Therapy	334,214	2,420	1,736	109,576	447,946	103,864	11,843	0	8,607
46 Speech Pathology	47,755	2,420	1,736	16,794	68,705	15,930	11,843	0	8,607
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	87,977	2,662	1,910	0	92,549	21,459	13,027	0	9,468
49 Drugs Charged to Patients	360,985	605	434	0	362,024	83,941	2,961	0	2,152
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	3,421	302	217	0	3,940	914	1,480	0	1,076
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	287,379	0	0	0	287,379	66,634	0	0	0
89 Subtotals	13,610,926	130,062	93,315	2,258,234	13,608,329	2,561,053	636,516	51,199	462,585
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	5,629	1,512	1,085	0	8,226	1,907	7,402	0	5,379
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	13,616,555	131,574	94,400	2,258,234	13,616,555	2,562,960	643,918	51,199	467,964

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part I Tuesday, May 31, 2022 at 9:38:18 AM

COST ALLOCATION - GENERAL SERVICE COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	999,713								
9 Nursing Administration	0	299,392							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	154,160				
13 Social Service	0	0	0	0	0	365,796			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	999,713	299,392	0	0	126,777	365,796	10,972,431	0	10,972,431
31 Nursing Facility	0	0	0	0	0	0	0	0	0
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	0	0	60,338	0	60,338
41 Laboratory	0	0	0	0	2,800	0	156,926	0	156,926
42 Intravenous Therapy	0	0	0	0	0	0	74,704	0	74,704
43 Oxygen (Inhalation) Therapy	0	0	0	0	0	0	0	0	0
44 Physical Therapy	0	0	0	0	7,408	0	685,718	0	685,718
45 Occupational Therapy	0	0	0	0	6,769	0	579,029	0	579,029
46 Speech Pathology	0	0	0	0	1,021	0	106,106	0	106,106
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	1,403	0	137,906	0	137,906
49 Drugs Charged to Patients	0	0	0	0	7,982	0	459,060	0	459,060
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	7,410	0	7,410
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	0	354,013	0	354,013
89 Subtotals	999,713	299,392	0	0	154,160	365,796	13,593,641	0	13,593,641
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	22,914	0	22,914
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	999,713	299,392	0	0	154,160	365,796	13,616,555	0	13,616,555

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:38:18 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Directly Assigned Capital Related Costs	Cap Rel Build & Fixtures (Square Feet)	Cap Rel Movable Equipment (Square Feet)	SubTotal	Employee Benefits (Gross Salaries)	Adminis- trative & General (Accum. Cost)	Plant Oper Maint. & Repair (Square Feet)	Laundry & Linen Service (Pounds of Laundry)	House- keeping (Square Feet)
	0	1	2	2A	3	4	5	6	7
1	Cap Rel Costs - Bldgs & Fixtures	0	0						
2	Cap Rel Costs - Movable Equipment	0	0	0					
3	Employee Benefits	0	0	0	0				
4	Administrative & General	0	0	0	0	0			
5	Plant Operation, Maint. & Repairs	0	0	0	0	0	0		
6	Laundry & Linen Service	0	0	0	0	0		0	
7	Housekeeping	0	0	0	0	0	0	0	0
8	Dietary	0	0	0	0	0	0	0	0
9	Nursing Administration	0	0	0	0	0	0	0	0
10	Central Services & Supply	0	0	0	0	0	0	0	0
11	Pharmacy	0	0	0	0	0	0	0	0
12	Medical Records & Library	0	0	0	0	0	0	0	0
13	Social Service	0	0	0	0	0	0	0	0
	ANCILLARY SERVICE COST CENTERS								
30	Skilled Nursing Facility	0	115,744	83,043	198,787	0	0	0	0
31	Nursing Facility	0	0	0	0	0	0	0	0
33	Other Long Term Care	0	0	0	0	0	0	0	0
	OTHER REIMBURSABLE COST CENTERS								
40	Radiology	0	0	0	0	0	0	0	0
41	Laboratory	0	0	0	0	0	0	0	0
42	Intravenous Therapy	0	0	0	0	0	0	0	0
43	Oxygen (Inhalation) Therapy	0	0	0	0	0	0	0	0
44	Physical Therapy	0	5,909	4,239	10,148	0	0	0	0
45	Occupational Therapy	0	2,420	1,736	4,156	0	0	0	0
46	Speech Pathology	0	2,420	1,736	4,156	0	0	0	0
47	Electrocardiology	0	0	0	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	2,662	1,910	4,572	0	0	0	0
49	Drugs Charged to Patients	0	605	434	1,039	0	0	0	0
	SPECIAL PURPOSE COST CENTERS								
51	Support Surfaces	0	0	0	0	0	0	0	0
52	Other Ancillary Service Cost Center	0	302	217	519	0	0	0	0
71	Ambulance	0	0	0	0	0	0	0	0
84	Other Special Purpose Cost	0	0	0	0	0	0	0	0
89	Subtotals	0	130,062	93,315	223,377	0	0	0	0
90	Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0
91	Barber and Beauty Shop	0	1,512	1,085	2,597	0	0	0	0
95	Other Non Reimbursable Cost	0	0	0	0	0	0	0	0
98	Cross Foot Adjustments	0	0	0	0	0	0	0	0
99	Negative Cost Center	0	0	0	0	0	0	0	0
100	TOTAL	0	131,574	94,400	225,974	0	0	0	0

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B Part II Tuesday, May 31, 2022 at 9:38:18 AM

ALLOCATION OF CAPITAL - RELATED COSTS

	Dietary (Meals Served) 8	Nursing Adminis- tration (Direct Nrsing Hrs) 9	Central Services & Supply (Patient Days) 10	Pharmacy (Patient Days) 11	Medical Records & Library (Gross Revenues) 12	Social Service (Patient Days) 13	SubTotal 16	Adjustments 17	Total 18
1 Cap Rel Costs - Bldgs & Fixtures									
2 Cap Rel Costs - Movable Equipment									
3 Employee Benefits									
4 Administrative & General									
5 Plant Operation, Maint. & Repairs									
6 Laundry & Linen Service									
7 Housekeeping									
8 Dietary	0								
9 Nursing Administration	0	0							
10 Central Services & Supply	0	0	0						
11 Pharmacy	0	0	0	0					
12 Medical Records & Library	0	0	0	0	0				
13 Social Service	0	0	0	0	0	0			
ANCILLARY SERVICE COST CENTERS									
30 Skilled Nursing Facility	0	0	0	0	0	0	198,787	0	198,787
31 Nursing Facility	0	0	0	0	0	0	0	0	0
33 Other Long Term Care	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40 Radiology	0	0	0	0	0	0	0	0	0
41 Laboratory	0	0	0	0	0	0	0	0	0
42 Intravenous Therapy	0	0	0	0	0	0	0	0	0
43 Oxygen (Inhalation) Therapy	0	0	0	0	0	0	0	0	0
44 Physical Therapy	0	0	0	0	0	0	10,148	0	10,148
45 Occupational Therapy	0	0	0	0	0	0	4,156	0	4,156
46 Speech Pathology	0	0	0	0	0	0	4,156	0	4,156
47 Electrocardiology	0	0	0	0	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	0	0	0	4,572	0	4,572
49 Drugs Charged to Patients	0	0	0	0	0	0	1,039	0	1,039
SPECIAL PURPOSE COST CENTERS									
51 Support Surfaces	0	0	0	0	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0	0	519	0	519
71 Ambulance	0	0	0	0	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0	0	0	0	0
89 Subtotals	0	0	0	0	0	0	223,377	0	223,377
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0	0	2,597	0	2,597
95 Other Non Reimbursable Cost	0	0	0	0	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0	0	0	0	0
100 TOTAL	0	0	0	0	0	0	225,974	0	225,974

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:38:18 AM

COST ALLOCATION - STATISTICAL BASIS

	Cap Rel Build & Fixtures (Square Feet) 1	Cap Rel Movable Equipment (Square Feet) 2	Employee Benefits (Gross Salaries) 3	Reconcil- iation 4A	Adminis- trative & General (Accum. Cost) 4	Plant Oper Maint. & Repair (Square Feet) 5	Laundry & Linen Service (Pounds of Laundry) 6	House- Keeping (Square Feet) 7	Dietary (Meals Served) 8
1	13,049								
2		13,049							
3	0	0	6,421,424						
4	0	0	378,136	-2,562,960	11,053,595				
5	0	0	134,249	0	522,717	13,049			
6	0	0	22,092	0	41,562	0	215,410		
7	0	0	244,733	0	379,882	0	0	13,049	
8	0	0	389,514	0	811,543	0	0	0	64,623
9	0	0	179,806	0	243,039	0	0	0	0
10	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0
12	0	0	91,578	0	125,143	0	0	0	0
13	0	0	195,645	0	296,944	0	0	0	0
ANCILLARY SERVICE COST CENTERS									
30	11,479	11,479	4,088,281	0	6,617,154	11,479	215,410	11,479	64,623
31	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS									
40	0	0	0	0	48,981	0	0	0	0
41	0	0	0	0	125,116	0	0	0	0
42	0	0	0	0	60,643	0	0	0	0
43	0	0	0	0	0	0	0	0	0
44	586	586	338,049	0	510,102	586	0	586	0
45	240	240	311,586	0	447,946	240	0	240	0
46	240	240	47,755	0	68,705	240	0	240	0
47	0	0	0	0	0	0	0	0	0
48	264	264	0	0	92,549	264	0	264	0
49	60	60	0	0	362,024	60	0	60	0
SPECIAL PURPOSE COST CENTERS									
51	0	0	0	0	0	0	0	0	0
52	30	30	0	0	3,940	30	0	30	0
71	0	0	0	0	0	0	0	0	0
80	0	0	0	0	0	0	0	0	0
84	0	0	0	0	287,379	0	0	0	0
89	12,899	12,899	6,421,424	-2,562,960	11,045,369	12,899	215,410	12,899	64,623
90	0	0	0	0	0	0	0	0	0
91	150	150	0	0	8,226	150	0	150	0
95	0	0	0	0	0	0	0	0	0
98	0	0	0	0	0	0	0	0	0
99	0	0	0	0	0	0	0	0	0
102	131,574	94,400	2,258,234	0	2,562,960	643,918	51,199	467,964	999,713
103	10.083071	7.234271	0.351672	0.000000	0.231867	49.346157	0.237682	35.862058	15.469926
104	0	0	0	0	0	0	0	0	0
105	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet B-1 Tuesday, May 31, 2022 at 9:38:18 AM

COST ALLOCATION - STATISTICAL BASIS

	Nursing Adminis- tration (Direct Nrsing Hrs)	Central Services & Supply (Patient Days)	Pharmacy (Patient Days)	Medical Records & Library (Gross Revenues)	Social Service (Patient Days)
	9	10	11	12	13
1 Cap Rel Costs - Bldgs & Fixtures					
2 Cap Rel Costs - Movable Equipment					
3 Employee Benefits					
4 Administrative & General					
5 Plant Operation, Maint. & Repairs					
6 Laundry & Linen Service					
7 Housekeeping					
8 Dietary					
9 Nursing Administration	158,812				
10 Central Services & Supply	0	21,541			
11 Pharmacy	0	0	21,541		
12 Medical Records & Library	0	0	0	11,796,426	
13 Social Service	0	0	0	0	21,541
ANCILLARY SERVICE COST CENTERS					
30 Skilled Nursing Facility	158,812	21,541	21,541	9,701,019	21,541
31 Nursing Facility	0	0	0	0	0
33 Other Long Term Care	0	0	0	0	0
OTHER REIMBURSABLE COST CENTERS					
40 Radiology	0	0	0	0	0
41 Laboratory	0	0	0	214,229	0
42 Intravenous Therapy	0	0	0	0	0
43 Oxygen (Inhalation) Therapy	0	0	0	0	0
44 Physical Therapy	0	0	0	566,913	0
45 Occupational Therapy	0	0	0	517,994	0
46 Speech Pathology	0	0	0	78,115	0
47 Electrocardiology	0	0	0	0	0
48 Medical Supplies Charged to Patients	0	0	0	107,375	0
49 Drugs Charged to Patients	0	0	0	610,781	0
SPECIAL PURPOSE COST CENTERS					
51 Support Surfaces	0	0	0	0	0
52 Other Ancillary Service Cost Center	0	0	0	0	0
71 Ambulance	0	0	0	0	0
80 Malpractice Premiums & Paid Losses	0	0	0	0	0
84 Other Special Purpose Cost	0	0	0	0	0
89 Subtotal	158,812	21,541	21,541	11,796,426	21,541
90 Gift, Flower, Coffee Shops & Canteen	0	0	0	0	0
91 Barber and Beauty Shop	0	0	0	0	0
95 Other Non Reimbursable Cost	0	0	0	0	0
98 Cross Foot Adjustments	0	0	0	0	0
99 Negative Cost Center	0	0	0	0	0
102 Cost to be Allocated per Bp1	299,392	0	0	154,160	365,796
103 Unit Cost Multiplier per Bp1	1.885198	0.000000	0.000000	0.013068	16.981384
104 Cost to be Allocated per Bp2	0	0	0	0	0
105 Unit Cost Multiplier per Bp2	0.000000	0.000000	0.000000	0.000000	0.000000



ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet B-2 Tuesday, May 31, 2022 at 9:38:18 AM

Post Step Down Adjustments

Worksheet B

-----  
Part No. Line No. Amount

Description  
1

#

Worksheet has no records.

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet C Tuesday, May 31, 2022 at 9:38:18 AM

Ratio of Cost of Charges  
 for Ancillary and Outpatient Cost Centers

CMS #	COST CENTER	Total 1	Total Charges 2	Ratio 3
	ANCILLARY SERVICE COST CENTERS			
	OUTPATIENT SERVICE COST CENTERS			
40	Radiology	60,338	13,357	4.517332
41	Laboratory	156,926	214,229	0.732515
42	Intravenous Therapy	74,704	75,086	0.994913
43	Oxygen (Inhalation) Therapy	0	0	0.000000
44	Physical Therapy	685,718	566,913	1.209565
45	Occupational Therapy	579,029	517,994	1.117830
46	Speech Pathology	106,106	78,115	1.358331
47	Electrocardiology	0	216	0.000000
48	Medical Supplies Charged to Patients	137,906	107,375	1.284340
49	Drugs Charged to Patients	459,060	610,781	0.751595
51	Support Surfaces	0	0	0.000000
52	Other Ancillary Service Cost Center	7,410	0	0.000000
71	Ambulance	0	0	0.000000
100	TOTAL	2,267,197	2,184,066	

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part I Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility  
 Title XVIII

PART I - ANCILLARY COST APPORTIONMENT

CMS #	Cost Center Description	Ratio of cost to charges 1	Health Care Program Charges		Health Care Program Cost	
			Part A 2	Part B 3	Part A 4	Part B 5
ANCILLARY SERVICE COST CENTERS						
40	Radiology	4.517332	13,357	0	60,338	0
41	Laboratory	0.732515	32,961	0	24,144	0
42	Intravenous Therapy	0.994913	11,731	0	11,671	0
43	Oxygen (Inhalation) Therapy	0.000000	0	0	0	0
44	Physical Therapy	1.209565	116,107	0	140,439	0
45	Occupational Therapy	1.117830	108,077	0	120,812	0
46	Speech Pathology	1.358331	9,735	0	13,223	0
47	Electrocardiology	0.000000	0	0	0	0
48	Medical Supplies Charged to Patients	1.284340	7,779	0	9,991	0
49	Drugs Charged to Patients	0.751595	123,199	0	92,596	0
51	Support Surfaces	0.000000	0	0	0	0
52	Other Ancillary Service Cost Center	0.000000	0	0	0	0
71	Ambulance	0.000000	0	0	0	0
100	TOTAL		422,946	0	473,214	0

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet D Part II Tuesday, May 31, 2022 at 9:38:18 AM

Skilled Nursing Facility  
 Title XVIII

Part II - APPORTIONMENT OF VACCINE COST

#	Description	Amount
1	Drugs charged to patients - RCC	0.751595
2	Program vaccine charges	0
3	Program costs	0

Part III - CALCULATION OF PASS-THROUGH COSTS FOR INTERNS AND RESIDENTS

	Total Cost (From Worksheet B, Part I, Col 18 1	Nursing & Allied Health Costs (From Wkst B Part I, Col 14) 2	Ratio of Nursing & Allied Health Costs To Total Costs - Part A (Col 2 / Col 1) 3	Program Part A Cost (From Wkst D Part I, Col 4) 4	Part A Nursing & Allied Health Costs for Pass Through (Col 3 X Col 4) 5	
40	Radiology	0	0	0.000000	60,338	0
41	Laboratory	0	0	0	24,144	0
42	Intravenous Therapy	0	0	0	11,671	0
43	Oxygen (Inhalation) Therapy	0	0	0	0	0
44	Physical Therapy	0	0	0	140,439	0
45	Occupational Therapy	0	0	0	120,812	0
46	Speech Pathology	0	0	0	13,223	0
47	Electrocardiology	0	0	0	0	0
48	Medical Supplies Charged to Patients	0	0	0	9,991	0
49	Drugs Charged to Patients	0	0	0	92,596	0
51	Support Surfaces	0	0	0	0	0
	=====	=====	=====	=====	=====	=====
100	TOTAL	0	0		473,214	0

ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:38:18 AM

Nursing Facility  
Title XVIII

PART I - CALCULATION OF INPATIENT ROUTINE COSTS

CMS #	DESCRIPTION	AMOUNT
1	Inpatient days incl. private	21,541
2	Private room days	0
3	Inpatient days incl. Program prvt.	1,772
4	Med. nec. Program prvt. room days	0
5	Total general Inpatient routine svc.s co	10,972,431
PRIVATE ROOM DIFFERENTIAL ADJUSTMENT		
6	General Inpatient routine service charge	9,701,019
7	General Inpatient routine service RCC	1.131060
8	Private room charges	0
9	Avg. private room per diem charge	0.00
10	Semi-private room charges	0
11	Avg. semi-private room per diem charge	0.00
12	Avg. private room charge diff.	0.00
13	Avg. private room cost diff.	0.00
14	Private room cost diff. adjustment	0
15	General Inpatient routine service cost n	10,972,431
PROGRAM INPATIENT ROUTINE SERVICE COSTS		
16	Adjusted general Inpatient per diem cost	509.37
17	Program routine service cost	902,604
18	Med. nec. program prvt. room cost	0
19	Total program general Inpatient cost	902,604
20	Capital related cost allocated to inpati	198,787
21	Per diem capital related costs	9.23
22	Program capital related cost	16,356
23	Inpatient routine service cost	886,248
24	Aggregate charges to beneficiaries for e	0
25	Total program routine service costs for	886,248
26	Per diem limitation	0.00
27	I/p routine service cost limitation	0
28	Reimbursable Inpatient routine service c	0

ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet D-1 Tuesday, May 31, 2022 at 9:38:18 AM

Computation of Inpatient Routine Costs

Part II - Calculation of Inpatient Nursing & Allied Health Cost for PPS Pass-through  
Skilled Nursing Facility  
Title XVIII

Line No.	Item Description	Amounts
1	Total inpatient days (see instructions)	21,541
2	Program inpatient days (see instructions)	1,772
3	Total Nursing & Allied Health costs ( see instructions)	0
4	Nursing & Allied Health ratio (Line 2 divided by line 1)	0.082262
5	Program Nursing & Allied Health costs for pass-through (Line 3 times line 4)	0

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ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet E Tuesday, May 31, 2022 at 9:38:18 AM

Calculation of Reimbursement Settlement  
Title XVIII

PART I - SNF REIMBURSEMENT UNDER PPS

PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT

1	Inpatient PPS amount (See Instructions)	1,344,940
2	Nursing and Allied Health Education Activities (pass through payments)	0
		-----
3	Subtotal	1,344,940
4	Primary payor amounts	0
5	Coinsurance	268,988
6	Reimbursable bad debts (From your records)	0
7	Reimbursable bad debts for dual eligible beneficiaries (See instructions)	0
8	Adjusted reimbursable bad debts. (See instructions)	0
9	Recovery of bad debts - for statistical records only	0
10	Utilization review	0
		-----
11	Subtotal	1,075,952
12	Interim payments (See instructions)	1,075,952
13	Tentative adjustment	0
14	Other adjustment (See instructions)	0
14.50	Demonstration payment adjustment amount before sequestration	0
14.55	Demonstration payment adjustment amount after sequestration	0
14.75	Sequestration for non-claims based amounts (See instructions)	0
14.99	Sequestration adjustment (See instructions)	0
15	Balance due provider/program	0
16	Protested amounts (Nonallowable cost report items)	0

PART I - SNF REIMBURSEMENT UNDER PPS

PART B - ANCILLARY SERVICES COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES

17	Ancillary services Part B	0
18	Vaccine cost	0
19	Total reasonable costs	0
20	Medicare Part B ancillary charges	0
21	Cost of covered services	0
22	Primary payor amounts	0
23	Coinsurance and deductibles	0
24	Reimbursable bad debts	0
24.01	Reimbursable bad debts for dual eligible beneficiaries (see inst	0
24.02	Adjusted reimbursable bad debts (see instructions)	0
		-----
25	Subtotal	0
26	Interim adjustment	0
27	Tentative adjustment	0
28	Other adjustments (See instructions) Specify	0
28.50	Demonstration payment adjustment amount before sequestration	0
28.55	Demonstration payment adjustment amount after sequestration	0
28.99	Sequestration amount (see instructions)	0
		-----
29	Balance due provider/program	0
30	Protested amounts (Nonallowable cost report items)	0

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet E-1 Tuesday, May 31, 2022 at 9:38:18 AM

Analysis of Payments to Providers for Service Rendered

CMS #	DESCRIPTION	---- Inpatient Part A ----		----- Part B -----	
		Mo/Day/Year	Amount	Mo/Day/Year	Amount
		1	2	3	4
1	Total interim payments paid to provider		1,075,952		0
2	Interim payments payable on individual bills, eithe		0		0
3.01	Lump sums ... to Provider		0		0
3.02	Lump sums ... to Provider		0		0
3.03	Lump sums ... to Provider		0		0
3.04	Lump sums ... to Provider		0		0
3.05	Lump sums ... to Provider		0		0
3.50	Lump sums ... to Program		0		0
3.51	Lump sums ... to Program		0		0
3.52	Lump sums ... to Program		0		0
3.53	Lump sums ... to Program		0		0
3.54	Lump sums ... to Program		0		0
3.99	SUBTOTAL		0		0
4	TOTAL INTERIM PAYMENTS		1,075,952		0
TO BE COMPLETED BY CONTRACTOR					
5	Items Below for INTERMEDIARIES:				
5.01	Settlement ... to Provider		0		0
5.02	Settlement ... to Provider		0		0
5.03	Settlement ... to Provider		0		0
5.50	Settlement ... to Program		0		0
5.51	Settlement ... to Program		0		0
5.52	Settlement ... to Program		0		0
5.99	SUBTOTAL		0		0
6.01	Net settlement ... to Provider		0		0
6.50	Net settlement ... to Program		0		0
7	TOTAL MEDICARE PROGRAM LIABILITY		0		0

Name of Contractor: \_\_\_\_\_ Contractor Number: \_\_\_\_\_

8	Name of Contractor/Number	0	0
---	---------------------------	---	---



ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:38:18 AM

BALANCE SHEET

CMS #	ASSETS (omit cents)	General Fund 1	Specific Purpose Fund 2	Endowment Fund 3	Plant Fund 4
<b>CURRENT ASSETS</b>					
1	Cash on hand and in banks	2,618	0	0	0
2	Temporary investments	0	0	0	0
3	Notes receivable	0	0	0	0
4	Accounts receivable	1,473,360	0	0	0
5	Other receivables	0	0	0	0
	Less: allowances for uncollectible notes and accounts receivable	173,547	0	0	0
7	Inventory	32,031	0	0	0
8	Prepaid expenses	129,969	0	0	0
9	Other current assets	0	0	0	0
10	Due from other funds	0	0	0	0
11	<b>TOTAL CURRENT ASSETS</b>	<b>1,464,431</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FIXED ASSETS</b>					
12	Land	110,052	0	0	0
13	Land improvements	320,461	0	0	0
14	Less: Accumulated depreciation	207,745	0	0	0
15	Buildings	1,422,214	0	0	0
16	Less: Accumulated depreciation	1,416,902	0	0	0
17	Leasehold improvements	3,113,823	0	0	0
18	Less: Accumulated amortization	2,512,919	0	0	0
19	Fixed equipment	0	0	0	0
20	Less: Accumulated depreciation	0	0	0	0
21	Automobiles and trucks	0	0	0	0
22	Less: Accumulated depreciation	0	0	0	0
23	Major movable equipment	1,972,095	0	0	0
24	Less: Accumulated depreciation	1,638,758	0	0	0
25	Minor equipment depreciable	0	0	0	0
26	Minor equipment nondepreciable	0	0	0	0
27	Other fixed assets	60,524	0	0	0
28	<b>TOTAL FIXED ASSETS</b>	<b>1,222,845</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER ASSETS</b>					
29	Investments	0	0	0	0
30	Deposits on leases	0	0	0	0
31	Due from owners/officers	0	0	0	0
32	Other assets	8,033	0	0	0
33	<b>TOTAL OTHER ASSETS</b>	<b>8,033</b>	<b>0</b>	<b>0</b>	<b>0</b>
34	<b>TOTAL ASSETS</b>	<b>2,695,309</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet G Tuesday, May 31, 2022 at 9:38:18 AM

BALANCE SHEET

CMS #	LIABILITIES AND FUND BALANCES (omit cents)	General Fund 1	Specific Purpose Fund 2	Endowment Fund 3	Plant Fund 4
<b>CURRENT LIABILITIES</b>					
35	Accounts payable	248,080	0	0	0
36	Salaries, wages & fees payable	0	0	0	0
37	Payroll taxes payable	368,029	0	0	0
38	Notes & loans payable (short term)	1,090	0	0	0
39	Deferred income	0	0	0	0
40	Accelerated payments	0			
41	Due to other funds	0	0	0	0
42	Other current liabilities	28,068	0	0	0
43	<b>TOTAL CURRENT LIABILITIES</b>	<b>645,267</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LONG TERM LIABILITIES</b>					
44	Mortgage payable	57,853	0	0	0
45	Notes payable	0	0	0	0
46	Unsecured loans	0	0	0	0
47	Loans from owners	0	0	0	0
48	Other long term liabilities	441,154	0	0	0
49	Fundraising	6,075	0	0	0
50	<b>TOTAL LONG TERM LIABILITIES</b>	<b>505,082</b>	<b>0</b>	<b>0</b>	<b>0</b>
51	<b>TOTAL LIABILITIES</b>	<b>1,150,349</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL ACCOUNTS</b>					
52	General fund balance	1,544,960			
53	Specific purpose fund		0		
54	Donor created - endowment fund balance - restricted		0	0	
55	Donor created - endowment fund balance - unrestricted			0	
56	Governing body created - endowment fund balance			0	
57	Plant fund balance - invested in plant				0
58	Plant fund balance - reserve for plant improvement, replacement and expansion				0
59	<b>TOTAL FUND BALANCES</b>	<b>1,544,960</b>	<b>0</b>	<b>0</b>	<b>0</b>
60	<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>2,695,309</b>	<b>0</b>	<b>0</b>	<b>0</b>

ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-1 Tuesday, May 31, 2022 at 9:38:18 AM

STATEMENT OF CHANGES IN FUND BALANCES

	----- GENERAL FUND -----		SPECIFIC PURPOSE FUND -	----- ENDOWMENT FUND -----	----- PLANT FUND -----			
	1	2	3	4	5	6	7	8
1 Fund balances - beginning		1452787		0		0		0
2 Net income (loss)		-2709578						
3 Total		-1256791		0		0		0
4 Additions (Credit adjustments)	0		0		0		0	
5 Transfer	2801751		0		0		0	
6	0		0		0		0	
7	0		0		0		0	
8	0		0		0		0	
9	0		0		0		0	
10 Total Additions		2801751		0		0		0
11 Subtotal		1544960		0		0		0
12 Deductions (Debit adjustments)	0		0		0		0	
13	0		0		0		0	
14	0		0		0		0	
15	0		0		0		0	
16	0		0		0		0	
17	0		0		0		0	
18 Total deductions		0		0		0		0
19 Fund balances - ending		1544960		0		0		0

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ESKATON CARE CENTER MANZANITA  
 Provider CCN: 55-5083  
 Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part I Tuesday, May 31, 2022 at 9:38:18 AM

Statement of Patient Revenues and Operating Expenses

PART I - PATIENT REVENUES

CMS #	REVENUE CENTER	Inpatient 1	Outpatient 2	Total 3
<b>GENERAL INPATIENT ROUTINE CARE SERVICES</b>				
1	Skilled Nursing Facility	9,701,019		9,701,019
2	Nursing Facility	0		0
4	Other Long Term Care	0		0
		-----	-----	-----
5	Total general Inpatient care services	9,701,019		9,701,019
<b>ALL OTHER CARE SERVICES</b>				
6	Ancillary services	2,239,434	0	2,239,434
9	Ambulance		0	0
		-----	-----	-----
13	Other	0	0	0
		=====	=====	=====
14	Total Patient Revenues	11,940,453	0	11,940,453

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ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet G-2 Part II Tuesday, May 31, 2022 at 9:38:18 AM

Statement of Patient Revenues and Operating Expenses

PART II - OPERATING EXPENSES

CMS #	Description	
1	Operating Expenses	13,508,481
2	Additions	0
3		0
4		0
5		0
6		0
7		0
8	Total Additions	0
9	Deductions	0
10		0
11		0
12		0
13		0
14	Total Deductions	0
15	Total Operating Expenses	13,508,481

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ESKATON CARE CENTER MANZANITA  
Provider CCN: 55-5083  
Period from 1/1/2021 to 12/31/2021

Worksheet G-3 Tuesday, May 31, 2022 at 9:38:19 AM

Statement of Revenues and Expenses

CMS #	Description	
1	Total Patient Revenues	11,940,453
2	Less: contractual allowances and ...	1,180,397
3	Net Patient Revenues (Line 1 - 2)	10,760,056
4	Less: total operating expenses	13,508,481
5	Net income from service to patients (Line 3 - 4)	-2,748,425
	Other Income:	
6	Contributions, donations, bequests, etc.	0
7	Income from investments	0
8	Revenues from communications (Telephone and Internet service)	0
9	Revenues from television and radio service	0
10	Purchase discounts	0
11	Rebates and refunds of expenses	0
12	Parking lot receipts	0
13	Revenue from laundry and linen service	0
14	Revenue from meals sold to employees and guests	0
15	Revenue from rental of living quarters	0
16	Revenue from sale of medical and surgical supplies to other than patients	0
17	Revenue from sale of drugs to other than patients	0
18	Revenue from sale of medical records and abstracts	382
19	Tuition (fees, sales of textbooks, uniforms, etc)	0
20	Revenue from gifts, flowers, coffee shops, canteen	0
21	Rental of vending machines	0
22	Rental of skilled nursing space	0
23	Government appropriations	0
24	Miscellaneous Revenue	38,465
24.50	COVID-19 PHE Funding	0
25	Total other income	38,847
26	Total	-2,709,578
27	Other Expenses (specify)	0
28		0
29		0
30	Total other expenses	0
31	Net income (or loss) for the period	-2,709,578

**SECTION 999.5(d)(5)(C)**

**17) Medicare Cost Report data for Manzanita dated December 31, 2020**

This report is required by law (42 USC 1395g; 42 CFR 413.20(b)). Failure to report can result in all interim payments made since the beginning of the cost reporting period being deemed overpayments (42 USC 1395g). FORM APPROVED OMB NO. 0938-0463 Expires: 12/31/2021

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX COST REPORT CERTIFICATION AND SETTLEMENT SUMMARY	Provider CCN: 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet S Parts I, II & III Date/Time Prepared: 5/18/2021 1:07 pm
---	----------------------	---	--

<b>PART I - COST REPORT STATUS</b>			
Provider use only	1. <input checked="" type="checkbox"/> Electronically filed cost report	Date: 5/18/2021	Time: 1:07 pm
	2. <input type="checkbox"/> Manually submitted cost report		
	3. <input type="checkbox"/> If this is an amended report enter the number of times the provider resubmitted this cost report		
	3.01 <input type="checkbox"/> No Medicare Utilization. Enter "Y" for yes or leave blank for no.		
Contractor use only	4. <input checked="" type="checkbox"/> Cost Report Status (1) As Submitted (2) Settled without audit (3) Settled with audit (4) Reopened (5) Amended	5. Date Received:	
		6. Contractor No.	
		7. <input type="checkbox"/> First Cost Report for this Provider CCN	
		8. <input type="checkbox"/> Last Cost Report for this Provider CCN	
		9. NPR Date:	
		10. <input type="checkbox"/> If line 4, column 1 is "4": Enter number of times reopened	
		11. Contractor Vendor Code	4
		12. <input type="checkbox"/> Medicare Utilization. Enter "F" for full, "L" for low, or "N" for no utilization.	

**PART II - CERTIFICATION**  
 MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF PROVIDER(S)

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by ESKATON CARE CENTER MANZANITA ( 555083 ) for the cost reporting period beginning 01/01/2020 and ending 12/31/2020 and to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

(Signed) \_\_\_\_\_  
 Chief Financial Officer or Administrator of Provider(s)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

Cost Center Description	Title V 1.00	Title XVII		Title XIX 4.00	
		Part A 2.00	Part B 3.00		
<b>PART III - SETTLEMENT SUMMARY</b>					
1.00 SKILLED NURSING FACILITY	0	0	0	0	1.00
2.00 NURSING FACILITY	0				2.00
3.00 ICF/IID					3.00
4.00 SNF - BASED HHA I	0	0	0		4.00
5.00 SNF - BASED RHC I	0				5.00
6.00 SNF - BASED FOHC I	0				6.00
7.00 SNF - BASED CMHC I	0				7.00
7.10 SNF - BASED CORF I	0				7.10
100.00 TOTAL	0	0	0		100.00

The above amounts represent "due to" or "due from" the applicable program for the element of the above complex indicated. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0050. The time required to complete and review the information collection is estimated 673 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDI-CARE.



SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX IDENTIFICATION DATA		Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part I Date/Time Prepared: 5/18/2021 1:07 pm				
1.00		2.00		3.00				
Skilled Nursing Facility and Skilled Nursing Facility Complex Address:								
1.00	Street: 5318 MANZANI TA AVENUE	PO Box:				1.00		
2.00	City: CARMICHAEL	State: CA	Zip Code: 95608			2.00		
3.00	County: SACRAMENTO	CBSA Code: 40900	Urban/Rural: U			3.00		
3.01		CBSA Code:				3.01		
		Component Name	Provider CCN	Date Certified	Payment System (P, O, or N)			
		1.00	2.00	3.00	V	XVIII	XIX	
						4.00	5.00	6.00
SNF and SNF-Based Component Identification:								
4.00	SNF	ESKATON CARE CENTER MANZANI TA	555083	07/01/1966	N	P	N	4.00
5.00	Nursing Facility							5.00
6.00	ICF/IID							6.00
7.00	SNF-Based HHA							7.00
8.00	SNF-Based RHC							8.00
9.00	SNF-Based FQHC							9.00
10.00	SNF-Based CMHC							10.00
11.00	SNF-Based OLTC							11.00
12.00	SNF-Based HOSPICE							12.00
13.00	SNF-Based CORF							13.00
				From:	To:			
				1.00	2.00			
14.00	Cost Reporting Period (mm/dd/yyyy)			01/01/2020	12/31/2020		14.00	
15.00	Type of Control (See Instructions)			2			15.00	
						Y/N		
						1.00		
Type of Freestanding Skilled Nursing Facility								
16.00	Is this a distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?					Y		16.00
17.00	Is this a composite distinct part skilled nursing facility that meets the requirements set forth in 42 CFR section 483.5?					N		17.00
18.00	Are there any costs included in Worksheet A that resulted from transactions with related organizations as defined in CMS Pub. 15-1, chapter 10? If yes, complete Worksheet A-8-1.					Y		18.00
Miscellaneous Cost Reporting Information								
19.00	If this is a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.					N		19.00
19.01	If line 19 is yes, does this cost report meet your contractor's criteria for filing a low Medicare utilization cost report, indicate with a "Y", for yes, or "N" for no.					N		19.01
Depreciation - Enter the amount of depreciation reported in this SNF for the method indicated on Lines 20 - 22.								
20.00	Straight Line					177,886		20.00
21.00	Declining Balance					0		21.00
22.00	Sum of the Year's Digits					0		22.00
23.00	Sum of line 20 through 22					177,886		23.00
24.00	If depreciation is funded, enter the balance as of the end of the period.					0		24.00
25.00	Were there any disposal of capital assets during the cost reporting period? (Y/N)					N		25.00
26.00	Was accelerated depreciation claimed on any assets in the current or any prior cost reporting period? (Y/N)					N		26.00
27.00	Did you cease to participate in the Medicare program at end of the period to which this cost report applies? (Y/N)					N		27.00
28.00	Was there a substantial decrease in health insurance proportion of allowable cost from prior cost reports? (Y/N)					N		28.00
				Part A	Part B	Other		
				1.00	2.00	3.00		
If this facility contains a public or non-public provider that qualifies for an exemption from the application of the lower of the costs or charges enter "Y" for each component and type of service that qualifies for the exemption.								
29.00	Skilled Nursing Facility				Y	Y	N	29.00
30.00	Nursing Facility						N	30.00
31.00	ICF/IID						N	31.00
32.00	SNF-Based HHA				N	N		32.00
33.00	SNF-Based RHC					N		33.00
34.00	SNF-Based FQHC					N		34.00
35.00	SNF-Based CMHC					N		35.00
36.00	SNF-Based OLTC							36.00
				Y/N				
				1.00		2.00		
37.00	Is the skilled nursing facility located in a state that certifies the provider as a SNF regardless of the level of care given for Titles V & XIX patients? (Y/N)			N				37.00
38.00	Are you legally-required to carry malpractice insurance? (Y/N)			N				38.00
39.00	Is the malpractice a "claims-made" or "occurrence" policy? If the policy is "claims-made" enter 1. If the policy is "occurrence", enter 2.			1				39.00
			Premiums	Paid Losses	Self Insurance			
			1.00	2.00	3.00			
41.00	List malpractice premiums and paid losses:		0	0	232,388			41.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX IDENTIFICATION DATA	Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part I Date/Time Prepared: 5/18/2021 1:07 pm
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		Y/N	
		1.00	
42.00	Are malpractice premiums and paid losses reported in other than the Administrative and General cost center? Enter Y or N. If yes, check box, and submit supporting schedule listing cost centers and amounts.	N	42.00
43.00	Are there any home office costs as defined in CMS Pub. 15-1, Chapter 10?	Y	43.00
44.00	If line 43 is yes, enter the home office chain number and enter the name and address of the home office on lines 45, 46 and 47.	HB0273	44.00
		1.00	2.00
			3.00
If this facility is part of a chain organization, enter the name and address of the home office on the lines below.			
45.00	Name: ESKATON PROPERTIES INCORPORATED	Contractor's Name: NORIDIAN	Contractor's Number: 01011
46.00	Street: 5105 MANZANITA AVENUE	PO Box:	
47.00	City: CARMICHAEL	State: CA	Zip Code: 95608
			45.00
			46.00
			47.00

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SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE COMPLEX REIMBURSEMENT QUESTIONNAIRE		Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet S-2 Part II Date/Time Prepared: 5/18/2021 1:07 pm	
		Y/N	Date		
		1.00	2.00		
General Instruction: For all column 1 responses enter in column 1, "Y" for Yes or "N" for No. For all the date responses the format will be (mm/dd/yyyy)					
Completed by All Skilled Nursing Facilities					
Provider Organization and Operation					
1.00	Has the provider changed ownership immediately prior to the beginning of the cost reporting period? If column 1 is "Y", enter the date of the change in column 2. (see instructions)	N			1.00
		Y/N	Date	V/I	
		1.00	2.00	3.00	
2.00	Has the provider terminated participation in the Medicare Program? If column 1 is yes, enter in column 2 the date of termination and in column 3, "V" for voluntary or "I" for involuntary.	N			2.00
3.00	Is the provider involved in business transactions, including management contracts, with individuals or entities (e.g., chain home offices, drug or medical supply companies) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships? (see instructions)	N			3.00
		Y/N	Type	Date	
		1.00	2.00	3.00	
Financial Data and Reports					
4.00	Column 1: Were the financial statements prepared by a Certified Public Accountant? (Y/N) Column 2: If yes, enter "A" for Audited, "C" for Compiled, or "R" for Reviewed. Submit complete copy or enter date available in column 3. (see instructions) If no, see instructions.	Y	A	04/30/2021	4.00
5.00	Are the cost report total expenses and total revenues different from those on the filed financial statements? If column 1 is "Y", submit reconciliation.	N			5.00
		Y/N	Legal Oper.		
		1.00	2.00		
Approved Educational Activities					
6.00	Column 1: Were costs claimed for Nursing School? (Y/N) Column 2: Is the provider the legal operator of the program? (Y/N)	N	N		6.00
7.00	Were costs claimed for Allied Health Programs? (Y/N) see instructions.	N			7.00
8.00	Were approvals and/or renewals obtained during the cost reporting period for Nursing School and/or Allied Health Program? (Y/N) see instructions.	N			8.00
		Y/N			
		1.00			
Bad Debts					
9.00	Is the provider seeking reimbursement for bad debts? (Y/N) see instructions.		N		9.00
10.00	If line 9 is "Y", did the provider's bad debt collection policy change during this cost reporting period? If "Y", submit copy.		N		10.00
11.00	If line 9 is "Y", are patient deductibles and/or coinsurance waived? If "Y", see instructions.		N		11.00
Bed Complement					
12.00	Have total beds available changed from prior cost reporting period? If "Y", see instructions.		N		12.00
		Part A		Part B	
		Description	Y/N	Date	Y/N
		0	1.00	2.00	3.00
PS&R Data					
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)	N		N	13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.	N		N	14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.	N		N	15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.	N		N	16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:	N		N	17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.	Y		N	18.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555083

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 1:07 pm

		1.00	2.00	
<b>Cost Report Preparer Contact Information</b>				
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	PATRICIA	SKARSHAUG	19.00
20.00	Enter the employer/company name of the cost report preparer.	ESKATON PROPERTIES, INC		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.	9163340810	PATTY.SKARSHAUG@ESKATON.ORG	21.00

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 Johanna Williams  
 jwilliams@hansonbridgett.com  
 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023 05:35 PM

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX REIMBURSEMENT QUESTIONNAIRE

Provider No. : 555083

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-2  
 Part II  
 Date/Time Prepared:  
 5/18/2021 1:07 pm

		Part B	
		Date	
		4.00	
<b>PS&amp;R Data</b>			
13.00	Was the cost report prepared using the PS&R only? If either col. 1 or 3 is "Y", enter the paid through date of the PS&R used to prepare this cost report in cols. 2 and 4. (see Instructions.)		13.00
14.00	Was the cost report prepared using the PS&R for total and the provider's records for allocation? If either col. 1 or 3 is "Y" enter the paid through date of the PS&R used to prepare this cost report in columns 2 and 4.		14.00
15.00	If line 13 or 14 is "Y", were adjustments made to PS&R data for additional claims that have been billed but are not included on the PS&R used to file this cost report? If "Y", see Instructions.		15.00
16.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for corrections of other PS&R Report information? If yes, see instructions.		16.00
17.00	If line 13 or 14 is "Y", then were adjustments made to PS&R data for Other? Describe the other adjustments:		17.00
18.00	Was the cost report prepared only using the provider's records? If "Y" see Instructions.		18.00
		3.00	
<b>Cost Report Preparer Contact Information</b>			
19.00	Enter the first name, last name and the title/position held by the cost report preparer in columns 1, 2, and 3, respectively.	DIR OF REIMBURSEMENT	19.00
20.00	Enter the employer/company name of the cost report preparer.		20.00
21.00	Enter the telephone number and email address of the cost report preparer in columns 1 and 2, respectively.		21.00

SKILLED NURSING FACILITY AND SKILLED NURSING FACILITY HEALTH CARE  
 COMPLEX STATISTICAL DATA

Provider No. : 555083

Period:  
 From 01/01/2020  
 To 12/31/2020

Worksheet S-3  
 Part I  
 Date/Time Prepared:  
 5/18/2021 1:07 pm

Component		Number of Beds		Bed Days Available		Inpatient Days/Visits				
						Title V		Title XVIII		Title XIX
						3.00	4.00	5.00	6.00	7.00
1.00	SKILLED NURSING FACILITY	99	36,234	0	1,253	12,129	1.00			
2.00	NURSING FACILITY	0	0	0	0	0	2.00			
3.00	ICF/IID	0	0	0	0	0	3.00			
4.00	HOME HEALTH AGENCY COST	0	0	0	0	0	4.00			
5.00	Other Long Term Care	0	0	0	0	0	5.00			
6.00	SNF-Based CMHC	0	0	0	0	0	6.00			
6.10	SNF-Based CORF	0	0	0	0	0	6.10			
7.00	HOSPICE	0	0	0	0	0	7.00			
8.00	Total (Sum of lines 1-7)	99	36,234	0	1,253	12,129	8.00			
Component		Inpatient Days/Visits		Discharges						
		Other		Title V		Title XVIII	Title XIX			
		6.00	7.00	8.00	9.00	10.00				
1.00	SKILLED NURSING FACILITY	7,427	20,809	0	78	93	1.00			
2.00	NURSING FACILITY	0	0	0	0	0	2.00			
3.00	ICF/IID	0	0	0	0	0	3.00			
4.00	HOME HEALTH AGENCY COST	0	0	0	0	0	4.00			
5.00	Other Long Term Care	0	0	0	0	0	5.00			
6.00	SNF-Based CMHC	0	0	0	0	0	6.00			
6.10	SNF-Based CORF	0	0	0	0	0	6.10			
7.00	HOSPICE	0	0	0	0	0	7.00			
8.00	Total (Sum of lines 1-7)	7,427	20,809	0	78	93	8.00			
Component		Discharges		Average Length of Stay						
		Other		Title V		Title XVIII	Title XIX			
		11.00	12.00	13.00	14.00	15.00				
1.00	SKILLED NURSING FACILITY	399	570	0.00	16.06	130.42	1.00			
2.00	NURSING FACILITY	0	0	0.00	0.00	0.00	2.00			
3.00	ICF/IID	0	0	0.00	0.00	0.00	3.00			
4.00	HOME HEALTH AGENCY COST	0	0	0.00	0.00	0.00	4.00			
5.00	Other Long Term Care	0	0	0.00	0.00	0.00	5.00			
6.00	SNF-Based CMHC	0	0	0.00	0.00	0.00	6.00			
6.10	SNF-Based CORF	0	0	0.00	0.00	0.00	6.10			
7.00	HOSPICE	0	0	0.00	0.00	0.00	7.00			
8.00	Total (Sum of lines 1-7)	399	570	0.00	16.06	130.42	8.00			
Component		Average Length of Stay		Admissions						
		Total		Title V		Title XVIII	Title XIX	Other		
		16.00	17.00	18.00	19.00	20.00				
1.00	SKILLED NURSING FACILITY	36.51	0	83	65	387	1.00			
2.00	NURSING FACILITY	0.00	0	0	0	0	2.00			
3.00	ICF/IID	0.00	0	0	0	0	3.00			
4.00	HOME HEALTH AGENCY COST	0.00	0	0	0	0	4.00			
5.00	Other Long Term Care	0.00	0	0	0	0	5.00			
6.00	SNF-Based CMHC	0.00	0	0	0	0	6.00			
6.10	SNF-Based CORF	0.00	0	0	0	0	6.10			
7.00	HOSPICE	0.00	0	0	0	0	7.00			
8.00	Total (Sum of lines 1-7)	36.51	0	83	65	387	8.00			
Component		Admissions		Full Time Equivalent						
		Total		Employees on Payroll	Nonpaid Workers					
		21.00	22.00	23.00						
1.00	SKILLED NURSING FACILITY	535	128.00	0.00		1.00				
2.00	NURSING FACILITY	0	0.00	0.00		2.00				
3.00	ICF/IID	0	0.00	0.00		3.00				
4.00	HOME HEALTH AGENCY COST	0	0.00	0.00		4.00				
5.00	Other Long Term Care	0	0.00	0.00		5.00				
6.00	SNF-Based CMHC	0	0.00	0.00		6.00				
6.10	SNF-Based CORF	0	0.00	0.00		6.10				
7.00	HOSPICE	0	0.00	0.00		7.00				
8.00	Total (Sum of lines 1-7)	535	128.00	0.00		8.00				

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part II  
Date/Time Prepared:  
5/18/2021 1:07 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART II - DIRECT SALARIES</b>						
<b>SALARIES</b>						
1.00	Total salaries (See Instructions)	7,127,760	0	7,127,760	351,988.14	20.25
2.00	Physician salaries-Part A	0	0	0	0.00	0.00
3.00	Physician salaries-Part B	0	0	0	0.00	0.00
4.00	Home office personnel	0	0	0	0.00	0.00
5.00	Sum of lines 2 through 4	0	0	0	0.00	0.00
6.00	Revised wages (line 1 minus line 5)	7,127,760	0	7,127,760	351,988.14	20.25
7.00	Other Long Term Care	0	0	0	0.00	0.00
8.00	HOME HEALTH AGENCY COST	0	0	0	0.00	0.00
9.00	CMHC	0	0	0	0.00	0.00
9.10	CORF	0	0	0	0.00	0.00
10.00	HOSPICE	0	0	0	0.00	0.00
11.00	Other excluded areas	0	0	0	0.00	0.00
12.00	Subtotal Excluded salary (Sum of lines 7 through 11)	0	0	0	0.00	0.00
13.00	Total Adjusted Salaries (line 6 minus line 12)	7,127,760	0	7,127,760	351,988.14	20.25
<b>OTHER WAGES &amp; RELATED COSTS</b>						
14.00	Contract Labor: Patient Related & Mgmt	0	0	0	0.00	0.00
15.00	Contract Labor: Physician services-Part A	0	0	0	0.00	0.00
16.00	Home office salaries & wage related costs	0	0	0	0.00	0.00
<b>WAGE-RELATED COSTS</b>						
17.00	Wage-related costs core (See Part IV)	2,360,782	0	2,360,782		
18.00	Wage-related costs other (See Part IV)	0	0	0		
19.00	Wage related costs (excluded units)	0	0	0		
20.00	Physician Part A - WRC	0	0	0		
21.00	Physician Part B - WRC	0	0	0		
22.00	Total Adjusted Wage Related cost (see instructions)	2,360,782	0	2,360,782		

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part III  
Date/Time Prepared:  
5/18/2021 1:07 pm

	Amount Reported	Reclass. of Salaries from Worksheet A-6	Adjusted Salaries (col. 1 ± col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
	1.00	2.00	3.00	4.00	5.00	
<b>PART III - OVERHEAD COST - DIRECT SALARIES</b>						
1.00	Employee Benefits	496,583	0	496,583	24,522.62	1.00
2.00	Administrative & General	1,384,709	0	1,384,709	68,008.64	2.00
3.00	Plant Operation, Maintenance & Repairs	128,043	0	128,043	6,106.12	3.00
4.00	Laundry & Linen Service	57,085	0	57,085	3,810.68	4.00
5.00	Housekeeping	227,569	0	227,569	14,989.36	5.00
6.00	Dietary	409,457	0	409,457	23,399.32	6.00
7.00	Nursing Administration	89,398	0	89,398	3,645.39	7.00
8.00	Central Services and Supply	0	0	0	0.00	8.00
9.00	Pharmacy	0	0	0	0.00	9.00
10.00	Medical Records & Medical Records Library	0	0	0	0.00	10.00
11.00	Social Service	169,804	0	169,804	8,186.52	11.00
12.00	Nursing and Allied Health Ed. Act.	0	0	0	0.00	12.00
13.00	Other General Service	0	0	0	0.00	13.00
14.00	Total (sum lines 1 thru 13)	2,962,648	0	2,962,648	152,668.65	14.00

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SNF WAGE RELATED COSTS	Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet S-3 Part IV Date/Time Prepared: 5/18/2021 1:07 pm
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		Amount Reported	
		1.00	
<b>PART IV - WAGE RELATED COSTS</b>			
<b>Part A - Core List</b>			
<b>RETIREMENT COST</b>			
1.00	401K Employer Contributions	0	1.00
2.00	Tax Sheltered Annuity (TSA) Employer Contribution	0	2.00
3.00	Qualified and Non-Qualified Pension Plan Cost	0	3.00
4.00	Prior Year Pension Service Cost	0	4.00
<b>PLAN ADMINISTRATIVE COSTS (Paid to External Organization)</b>			
5.00	401K/TSA Plan Administration Fees	0	5.00
6.00	Legal/Accounting/Management Fees-Pension Plan	0	6.00
7.00	Employee Managed Care Program Administration Fees	0	7.00
<b>HEALTH AND INSURANCE COST</b>			
8.00	Health Insurance (Purchased or Self Funded)	1,209,629	8.00
9.00	Prescription Drug Plan	0	9.00
10.00	Dental, Hearing and Vision Plan	0	10.00
11.00	Life Insurance (If employee is owner or beneficiary)	0	11.00
12.00	Accident Insurance (If employee is owner or beneficiary)	0	12.00
13.00	Disability Insurance (If employee is owner or beneficiary)	0	13.00
14.00	Long-Term Care Insurance (If employee is owner or beneficiary)	0	14.00
15.00	Workers' Compensation Insurance	564,682	15.00
16.00	Retirement Health Care Cost (Only current year, not the extraordinary accrual required by FASB 106. Non cumulative portion)	0	16.00
<b>TAXES</b>			
17.00	FICA-Employers Portion Only	475,946	17.00
18.00	Medicare Taxes - Employers Portion Only	0	18.00
19.00	Unemployment Insurance	110,525	19.00
20.00	State or Federal Unemployment Taxes	0	20.00
<b>OTHER</b>			
21.00	Executive Deferred Compensation	0	21.00
22.00	Day Care Cost and Allowances	0	22.00
23.00	Tuition Reimbursement	0	23.00
24.00	Total Wage Related cost (Sum of lines 1 - 23)	2,360,782	24.00
		Amount Reported	
		1.00	
<b>Part B - Other than Core Related Cost</b>			
25.00	OTHER WAGE RELATED COSTS (SPECIFY)	0	25.00

SNF REPORTING OF DIRECT CARE EXPENDITURES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-3  
Part V  
Date/Time Prepared:  
5/18/2021 1:07 pm

Occupational Category		Amount Reported	Fringe Benefits	Adjusted Salaries (col. 1 + col. 2)	Paid Hours Related to Salary in col. 3	Average Hourly Wage (col. 3 ÷ col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>Direct Salaries</b>							
<b>Nursing Occupations</b>							
1.00	Registered Nurses (RNs)	571,008	0	571,008	13,998.00	40.79	1.00
2.00	Licensed Practical Nurses (LPNs)	1,266,845	0	1,266,845	50,322.00	25.17	2.00
3.00	Certified Nursing Assistant/Nursing Assistants/Aides	1,166,315	0	1,166,315	91,511.00	12.75	3.00
4.00	Total Nursing (sum of lines 1 through 3)	3,004,168	0	3,004,168	155,831.00	19.28	4.00
5.00	Physical Therapists	0	0	0	0.00	0.00	5.00
6.00	Physical Therapy Assistants	0	0	0	0.00	0.00	6.00
7.00	Physical Therapy Aides	0	0	0	0.00	0.00	7.00
8.00	Occupational Therapists	0	0	0	0.00	0.00	8.00
9.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	9.00
10.00	Occupational Therapy Aides	0	0	0	0.00	0.00	10.00
11.00	Speech Therapists	0	0	0	0.00	0.00	11.00
12.00	Respiratory Therapists	0	0	0	0.00	0.00	12.00
13.00	Other Medical Staff	0	0	0	0.00	0.00	13.00
<b>Contract Labor</b>							
<b>Nursing Occupations</b>							
14.00	Registered Nurses (RNs)	0	0	0	0.00	0.00	14.00
15.00	Licensed Practical Nurses (LPNs)	0	0	0	0.00	0.00	15.00
16.00	Certified Nursing Assistant/Nursing Assistants/Aides	0	0	0	0.00	0.00	16.00
17.00	Total Nursing (sum of lines 14 through 16)	0	0	0	0.00	0.00	17.00
18.00	Physical Therapists	0	0	0	0.00	0.00	18.00
19.00	Physical Therapy Assistants	0	0	0	0.00	0.00	19.00
20.00	Physical Therapy Aides	0	0	0	0.00	0.00	20.00
21.00	Occupational Therapists	0	0	0	0.00	0.00	21.00
22.00	Occupational Therapy Assistants	0	0	0	0.00	0.00	22.00
23.00	Occupational Therapy Aides	0	0	0	0.00	0.00	23.00
24.00	Speech Therapists	0	0	0	0.00	0.00	24.00
25.00	Respiratory Therapists	0	0	0	0.00	0.00	25.00
26.00	Other Medical Staff	0	0	0	0.00	0.00	26.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7  
Date/Time Prepared:  
5/18/2021 1:07 pm

	Group	Days	
		1.00	2.00
1.00	RUX		1.00
2.00	RUL		2.00
3.00	RVX		3.00
4.00	RVL		4.00
5.00	RHX		5.00
6.00	RHL		6.00
7.00	RMX		7.00
8.00	RML		8.00
9.00	RLX		9.00
10.00	RUC		10.00
11.00	RUB		11.00
12.00	RUA		12.00
13.00	RVC		13.00
14.00	RVB		14.00
15.00	RVA		15.00
16.00	RHC		16.00
17.00	RHB		17.00
18.00	RHA		18.00
19.00	RMC		19.00
20.00	RMB		20.00
21.00	RMA		21.00
22.00	RLB		22.00
23.00	RLA		23.00
24.00	ES3		24.00
25.00	ES2		25.00
26.00	ES1		26.00
27.00	HE2		27.00
28.00	HE1		28.00
29.00	HD2		29.00
30.00	HD1		30.00
31.00	HC2		31.00
32.00	HC1		32.00
33.00	HB2		33.00
34.00	HB1		34.00
35.00	LE2		35.00
36.00	LE1		36.00
37.00	LD2		37.00
38.00	LD1		38.00
39.00	LC2		39.00
40.00	LC1		40.00
41.00	LB2		41.00
42.00	LB1		42.00
43.00	CE2		43.00
44.00	CE1		44.00
45.00	CD2		45.00
46.00	CD1		46.00
47.00	CC2		47.00
48.00	CC1		48.00
49.00	CB2		49.00
50.00	CB1		50.00
51.00	CA2		51.00
52.00	CA1		52.00
53.00	SE3		53.00
54.00	SE2		54.00
55.00	SE1		55.00
56.00	SSC		56.00
57.00	SSB		57.00
58.00	SSA		58.00
59.00	IB2		59.00
60.00	IB1		60.00
61.00	IA2		61.00
62.00	IA1		62.00
63.00	BB2		63.00
64.00	BB1		64.00
65.00	BA2		65.00
66.00	BA1		66.00
67.00	PE2		67.00
68.00	PE1		68.00
69.00	PD2		69.00
70.00	PD1		70.00
71.00	PC2		71.00
72.00	PC1		72.00
73.00	PB2		73.00
74.00	PB1		74.00
75.00	PA2		75.00

PROSPECTIVE PAYMENT FOR SNF STATISTICAL DATA

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet S-7

Date/Time Prepared:  
5/18/2021 1:07 pm

		Group	Days	
76.00		1.00	2.00	
99.00		PA1		76.00
100.00	TOTAL	AAA		99.00
				100.00
		Expenses	Percentage	Y/N
		1.00	2.00	3.00

A notice published in the Federal Register Volume 68, No. 149 August 4, 2003 provided for an increase in the RUG payments beginning 10/01/2003. Congress expected this increase to be used for direct patient care and related expenses. For lines 101 through 106: Enter in column 1 the amount of the expense for each category. Enter in column 2 the percentage of total expenses for each category to total SNF revenue from Worksheet G-2, Part I, line 1, column 3. Indicate in column 3 "Y" for yes or "N" for no if the spending reflects increases associated with direct patient care and related expenses for each category. (If column 2 is zero, enter N/A in column 3) (See instructions)

101.00	Staffing				101.00
102.00	Recruitment				102.00
103.00	Retention of employees				103.00
104.00	Training				104.00
105.00	OTHER (SPECIFY)				105.00
106.00	Total SNF revenue (Worksheet G-2, Part I, line 1, column 3)				106.00

RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		Salaries	Other	Total (col. 1 + col. 2)	Reclassifications Increase/Decrease (Fr Wkst A-6)	Reclassified Trial Balance (col. 3 +- col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100		114,586	114,586	29,961	144,547	1.00
2.00	00200		63,000	63,000	0	63,000	2.00
3.00	00300	496,583	1,980,373	2,476,956	0	2,476,956	3.00
4.00	00400	1,384,709	925,265	2,309,974	244,914	2,554,888	4.00
5.00	00500		377,497	505,540	0	505,540	5.00
6.00	00600	57,085	16,965	74,050	0	74,050	6.00
7.00	00700	227,569	61,058	288,627	0	288,627	7.00
8.00	00800	409,457	277,256	686,713	0	686,713	8.00
9.00	00900	89,398	377,841	467,239	-380	466,859	9.00
10.00	01000	0	0	0	0	0	10.00
11.00	01100	0	0	0	0	0	11.00
12.00	01200	0	4,422	4,422	-55	4,367	12.00
13.00	01300	169,804	279,788	449,592	0	449,592	13.00
14.00	01400	0	0	0	0	0	14.00
15.00	01500	0	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	3,737,352	916,292	4,653,644	0	4,653,644	30.00
31.00	03100	0	0	0	0	0	31.00
32.00	03200	0	0	0	0	0	32.00
33.00	03300	0	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	34,812	34,812	0	34,812	40.00
41.00	04100	0	108,866	108,866	0	108,866	41.00
42.00	04200	0	104,930	104,930	0	104,930	42.00
43.00	04300	0	68,888	68,888	0	68,888	43.00
44.00	04400	0	47,741	47,741	0	47,741	44.00
45.00	04500	383,752	35,147	418,899	0	418,899	45.00
46.00	04600	44,008	10,749	54,757	0	54,757	46.00
47.00	04700	0	0	0	0	0	47.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	353,810	353,810	0	353,810	49.00
50.00	05000	0	0	0	0	0	50.00
51.00	05100	0	0	0	0	0	51.00
52.00	05200	0	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
62.00	06200	0	0	0	0	0	62.00
63.00	06300	0	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	0	0	0	0	0	70.00
71.00	07100	0	0	0	0	0	71.00
72.00	07200	0	0	0	0	0	72.00
73.00	07300	0	0	0	0	0	73.00
74.00	07400	0	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	0	260,579	260,579	-260,579	0	80.00
81.00	08100	0	13,861	13,861	-13,861	0	81.00
82.00	08200	0	0	0	0	0	82.00
83.00	08300	0	0	0	0	0	83.00
84.00	08400	0	0	0	0	0	84.00
89.00		7,127,760	6,433,726	13,561,486	0	13,561,486	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	0	0	0	0	91.00
92.00	09200	0	0	0	0	0	92.00
93.00	09300	0	0	0	0	0	93.00
94.00	09400	0	0	0	0	0	94.00
95.00	09500	0	0	0	0	0	95.00
100.00		7,127,760	6,433,726	13,561,486	0	13,561,486	100.00

RECLASSIFICATION AND ADJUSTMENT OF TRIAL BALANCE OF EXPENSES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		Adjustments to Expenses (Fr Wkst A-8)	Net Expenses For Allocation (col. 5 +- col. 6)	
		6.00	7.00	
<b>GENERAL SERVICE COST CENTERS</b>				
1.00	00100 CAP REL COSTS - BLDGS & FIXTURES	0	144,547	1.00
2.00	00200 CAP REL COSTS - MOVABLE EQUIPMENT	-15,511	47,489	2.00
3.00	00300 EMPLOYEE BENEFITS	0	2,476,956	3.00
4.00	00400 ADMINISTRATIVE & GENERAL	-617,471	1,937,417	4.00
5.00	00500 PLANT OPERATION, MAINT. & REPAIRS	-3,029	502,511	5.00
6.00	00600 LAUNDRY & LINEN SERVICE	0	74,050	6.00
7.00	00700 HOUSEKEEPING	0	288,627	7.00
8.00	00800 DIETARY	-15,082	671,631	8.00
9.00	00900 NURSING ADMINISTRATION	0	466,859	9.00
10.00	01000 CENTRAL SERVICES & SUPPLY	0	0	10.00
11.00	01100 PHARMACY	0	0	11.00
12.00	01200 MEDICAL RECORDS & LIBRARY	0	4,367	12.00
13.00	01300 SOCIAL SERVICE	0	449,592	13.00
14.00	01400 NURSING AND ALLIED HEALTH EDUCATION	0	0	14.00
15.00	01500 OTHER GENERAL SERVICE COST CENTERS	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>				
30.00	03000 SKILLED NURSING FACILITY	0	4,653,644	30.00
31.00	03100 NURSING FACILITY	0	0	31.00
32.00	03200 ICF/IID	0	0	32.00
33.00	03300 OTHER LONG TERM CARE	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>				
40.00	04000 RADIOLOGY	0	34,812	40.00
41.00	04100 LABORATORY	0	108,866	41.00
42.00	04200 INTRAVENOUS THERAPY	0	104,930	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	0	68,888	43.00
44.00	04400 PHYSICAL THERAPY	0	47,741	44.00
45.00	04500 OCCUPATIONAL THERAPY	0	418,899	45.00
46.00	04600 SPEECH PATHOLOGY	0	54,757	46.00
47.00	04700 ELECTROCARDIOLOGY	0	0	47.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	0	0	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	0	353,810	49.00
50.00	05000 DENTAL CARE - TITLE XIX ONLY	0	0	50.00
51.00	05100 SUPPORT SURFACES	0	0	51.00
52.00	05200 PATIENT TRANSPORTATION	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>				
60.00	06000 CLINIC	0	0	60.00
61.00	06100 RURAL HEALTH CLINIC	0	0	61.00
62.00	06200 FOHC	0	0	62.00
63.00	06300 OTHER OUTPATIENT SERVICE COST CENTER	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>				
70.00	07000 HOME HEALTH AGENCY COST	0	0	70.00
71.00	07100 AMBULANCE	0	0	71.00
72.00	07200 CORF	0	0	72.00
73.00	07300 CMHC	0	0	73.00
74.00	07400 OTHER REIMBURSABLE COST	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>				
80.00	08000 MALPRACTICE PREMIUMS & PAID LOSSES	0	0	80.00
81.00	08100 INTEREST EXPENSE	0	0	81.00
82.00	08200 UTILIZATION REVIEW	0	0	82.00
83.00	08300 HOSPICE	0	0	83.00
84.00	08400 OTHER SPECIAL PURPOSE COST CENTERS	0	0	84.00
89.00	SUBTOTALS (sum of lines 1-84)	-651,093	12,910,393	89.00
<b>NONREIMBURSABLE COST CENTERS</b>				
90.00	09000 GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	90.00
91.00	09100 BARBER AND BEAUTY SHOP	0	0	91.00
92.00	09200 PHYSICIANS PRIVATE OFFICES	0	0	92.00
93.00	09300 NONPAID WORKERS	0	0	93.00
94.00	09400 PATIENTS LAUNDRY	0	0	94.00
95.00	09500 WELLNESS	0	0	95.00
100.00	TOTAL	-651,093	12,910,393	100.00

RECLASSIFICATIONS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-6

Date/Time Prepared:  
5/18/2021 1:07 pm

		Increases				
		Cost Center	Line #	Salary	Non Salary	
	(1) C - PROPERTY TAXES	2.00	3.00	4.00	5.00	
1.00		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	15,720	1.00
2.00			0.00	0	0	2.00
	(1) D - INTEREST RECLASS					
3.00		CAP REL COSTS - BLDGS & FIXTURES	1.00	0	14,241	3.00
4.00			0.00	0	0	4.00
	(1) E - INTEREST RECLASS					
5.00		ADMINISTRATIVE & GENERAL	4.00	0	244,914	5.00
	TOTALS					
100.00		Total Reclassifications (Sum of columns 4 and 5 must equal sum of columns 8 and 9)		0	274,875	100.00

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
 (2) Transfer to Worksheet A, col. 5, line as appropriate.

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-6

Date/Time Prepared:  
5/18/2021 1:07 pm

		Decreases				
		Cost Center	Line #	Salary	Non Salary	
	(1) C - PROPERTY TAXES	6.00	7.00	8.00	9.00	
1.00		MALPRACTICE PREMIUMS & PAID LOSSES	80.00	0	15,665	1.00
2.00		MEDICAL RECORDS & LIBRARY	12.00	0	55	2.00
	(1) D - INTEREST RECLASS					
3.00		INTEREST EXPENSE	81.00	0	13,861	3.00
4.00		NURSING ADMINISTRATION	9.00	0	380	4.00
	(1) E - INTEREST RECLASS					
5.00		MALPRACTICE PREMIUMS & PAID LOSSES	80.00	0	244,914	5.00
100.00	TOTALS			0	274,875	100.00

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 Ziegler's Senior Housing & Care Finance Practice - 03/02/2023 05:58 PM

(1) A letter (A, B, etc.) must be entered on each line to identify each reclassification entry.  
 (2) Transfer to Worksheet A, col. 5, line as appropriate.



RECONCILIATION OF CAPITAL COSTS CENTERS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-7

Date/Time Prepared:  
5/18/2021 1:07 pm

Description	Beginning Balances	Acquisitions			Disposals and Retirements	
		Purchases	Donation	Total		
	1.00	2.00	3.00	4.00	5.00	
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
1.00 Land	110,052	0	0	0	0	1.00
2.00 Land Improvements	332,361	0	0	0	0	2.00
3.00 Buildings and Fixtures	1,422,214	0	0	0	0	3.00
4.00 Building Improvements	2,919,842	164,264	0	164,264	0	4.00
5.00 Fixed Equipment	0	0	0	0	0	5.00
6.00 Movable Equipment	1,888,032	32,867	0	32,867	0	6.00
7.00 Subtotal (sum of lines 1-6)	6,672,501	197,131	0	197,131	0	7.00
8.00 Reconciling Items	0	0	0	0	0	8.00
9.00 Total (line 7 minus line 8)	6,672,501	197,131	0	197,131	0	9.00
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
Description	Ending Balance	Fully Depreciated Assets				
	6.00	7.00				
<b>ANALYSIS OF CHANGES IN CAPITAL ASSET BALANCES</b>						
1.00 Land	110,052	0				
2.00 Land Improvements	332,361	0				
3.00 Buildings and Fixtures	1,422,214	0				
4.00 Building Improvements	3,084,106	0				
5.00 Fixed Equipment	0	0				
6.00 Movable Equipment	1,920,899	0				
7.00 Subtotal (sum of lines 1-6)	6,869,632	0				
8.00 Reconciling Items	0	0				
9.00 Total (line 7 minus line 8)	6,869,632	0				

Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet A-8 Date/Time Prepared: 5/18/2021 1:07 pm
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Description (1)	(2) Basis For Adjustment	Amount	Expense Classification on Worksheet A To/From Which the Amount is to be Adjusted		
			Cost Center		Line No.
			1.00	2.00	3.00
1.00 Investment income on restricted funds (chapter 2)	B	-14,107	ADMINISTRATIVE & GENERAL		4.00 1.00
2.00 Trade, quantity, and time discounts (chapter 8)	B	-255	ADMINISTRATIVE & GENERAL		4.00 2.00
3.00 Refunds and rebates of expenses (chapter 8)		0			0.00 3.00
4.00 Rental of provider space by suppliers (chapter 8)		0			0.00 4.00
5.00 Telephone services (pay stations excluded) (chapter 21)		0			0.00 5.00
6.00 Television and radio service (chapter 21)	A	-3,029	PLANT OPERATION, MAINT. & REPAIRS		5.00 6.00
7.00 Parking lot (chapter 21)		0			0.00 7.00
8.00 Remuneration applicable to provider-based physician adjustment	A-8-2	0			8.00 8.00
9.00 Home office cost (chapter 21)		0			0.00 9.00
10.00 Sale of scrap, waste, etc. (chapter 23)		0			0.00 10.00
11.00 Nonallowable costs related to certain Capital expenditures (chapter 24)		0			0.00 11.00
12.00 Adjustment resulting from transactions with related organizations (chapter 10)	A-8-1	530,098			12.00
13.00 Laundry and linen service		0			0.00 13.00
14.00 Revenue - Employee meals	B	-15,082	DIETARY		8.00 14.00
15.00 Cost of meals - Guests		0			0.00 15.00
16.00 Sale of medical supplies to other than patients		0			0.00 16.00
17.00 Sale of drugs to other than patients		0			0.00 17.00
18.00 Sale of medical records and abstracts		0			0.00 18.00
19.00 Vending machines		0			0.00 19.00
20.00 Income from imposition of interest, finance or penalty charges (chapter 21)		0			0.00 20.00
21.00 Interest expense on Medicare overpayments and borrowings to repay Medicare overpayments		0			0.00 21.00
22.00 Utilization review--physicians' compensation (chapter 21)			UTILIZATION REVIEW		82.00 22.00
23.00 Depreciation--buildings and fixtures			OCAP REL COSTS - BLDGS & FIXTURES		1.00 23.00
24.00 Depreciation--movable equipment	A	-15,511	CAP REL COSTS - MOVABLE EQUIPMENT		2.00 24.00
25.00 BAD DEBTS	A	-135,781	ADMINISTRATIVE & GENERAL		4.00 25.00
25.01 DUES LOBBYING	A	-953	ADMINISTRATIVE & GENERAL		4.00 25.01
25.02 PATIENT LOSSES PAID BY PROVIDER	A	-3,776	ADMINISTRATIVE & GENERAL		4.00 25.02
25.03 HEALTHCARE PREMIUM ADJUSTMENT	A	-819,767	ADMINISTRATIVE & GENERAL		4.00 25.03
25.04 WORKER'S COMP	A	-172,930	ADMINISTRATIVE & GENERAL		4.00 25.04
25.05		0			0.00 25.05
100.00 Total (sum of lines 1 through 99) (Transfer to Worksheet A, col. 6, line 100)		-651,093			100.00

(1) Description - all chapter references in this column pertain to CMS Pub. 15-1.

(2) Basis for adjustment (see instructions).

- A. Costs - if cost, including applicable overhead, can be determined.
- B. Amount Received - if cost cannot be determined.

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 1:07 pm

		Line No.	Cost Center	Expense Items	
		1.00	2.00	3.00	
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:					
1.00		4.00	ADMINISTRATIVE & GENERAL	SUPPORT SERVICES	1.00
2.00		0.00			2.00
3.00		0.00			3.00
4.00		0.00			4.00
5.00		0.00			5.00
6.00		0.00			6.00
7.00		0.00			7.00
8.00		0.00			8.00
9.00		0.00			9.00
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.				10.00
		Amount Allowable In Cost	Amount Included in Wkst. A, col. 5	Adjustments (col. 4 minus col. 5)	
		4.00	5.00	6.00	
PART I. COSTS INCURRED AND ADJUSTMENTS REQUIRED AS A RESULT OF TRANSACTIONS WITH RELATED ORGANIZATIONS OR CLAIMED HOME OFFICE COSTS:					
1.00		1,475,843	945,745	530,098	1.00
2.00		0	0	0	2.00
3.00		0	0	0	3.00
4.00		0	0	0	4.00
5.00		0	0	0	5.00
6.00		0	0	0	6.00
7.00		0	0	0	7.00
8.00		0	0	0	8.00
9.00		0	0	0	9.00
10.00	TOTALS (sum of lines 1-9). Transfer column 6, line 100 to Worksheet A-8, column 3, line 12.	1,475,843	945,745	530,098	10.00

STATEMENT OF COSTS OF SERVICES FROM RELATED ORGANIZATIONS AND HOME OFFICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet A-8-1  
Parts I-III  
Date/Time Prepared:  
5/18/2021 1:07 pm

Symbol (1)	Name	Percentage of Ownership
1.00	2.00	3.00

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	B	ESKATON PROPERTIES, INC	100.00	1.00
2.00			0.00	2.00
3.00			0.00	3.00
4.00			0.00	4.00
5.00			0.00	5.00
6.00			0.00	6.00
7.00			0.00	7.00
8.00			0.00	8.00
9.00			0.00	9.00
10.00			0.00	10.00
100.00	G. Other (financial or non-financial) specify:		0.00	100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.

Related Organization(s) and/or Home Office			
Name	Percentage of Ownership	Type of Business	
4.00	5.00	6.00	

**PART II. INTERRELATIONSHIP TO RELATED ORGANIZATION(S) AND/OR HOME OFFICE:**

The Secretary, by virtue of the authority granted under section 1814(b)(1) of the Social Security Act, requires that you furnish the information requested under Part B of this worksheet.

This information is used by the Centers for Medicare and Medicaid Services and its intermediaries/contractors in determining that the costs applicable to services, facilities, and supplies furnished by organizations related to you by common ownership or control represent reasonable costs as determined under section 1861 of the Social Security Act. If you do not provide all or any part of the request information, the cost report is considered incomplete and not acceptable for purposes of claiming reimbursement under title XVIII.

1.00	ESKATON	100.00	HEALTH/HOUSING	1.00
2.00		0.00		2.00
3.00		0.00		3.00
4.00		0.00		4.00
5.00		0.00		5.00
6.00		0.00		6.00
7.00		0.00		7.00
8.00		0.00		8.00
9.00		0.00		9.00
10.00		0.00		10.00
100.00	G. Other (financial or non-financial) specify:	0.00		100.00

(1) Use the following symbols to indicate interrelationship to related organizations:

- A. Individual has financial interest (stockholder, partner, etc.) in both related organization and in provider.
- B. Corporation, partnership, or other organization has financial interest in provider.
- C. Provider has financial interest in corporation, partnership, or other organization.
- D. Director, officer, administrator, or key person of provider or relative of such person has financial interest in related organization.
- E. Individual is director, officer, administrator, or key person of provider and related organization.
- F. Director, officer, administrator, or key person of related organization or relative of such person has financial interest in provider.

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description	Net Expenses for Cost Allocation (from Wkst A col. 7)	CAPITAL RELATED COSTS		EMPLOYEE BENEFITS	Subtotal	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
		1.00	2.00			
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	144,547	144,547			1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT	47,489		47,489		2.00
3.00 00300	EMPLOYEE BENEFITS	2,476,956	2,980	979	2,480,915	3.00
4.00 00400	ADMINISTRATIVE & GENERAL	1,937,417	20,094	6,602	518,060	2,482,173 4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	502,511	4,096	1,346	47,905	555,858 5.00
6.00 00600	LAUNDRY & LINEN SERVICE	74,050	3,272	1,075	21,357	99,754 6.00
7.00 00700	HOUSEKEEPING	288,627	1,074	353	85,140	375,194 7.00
8.00 00800	DIETARY	671,631	17,425	5,725	153,190	847,971 8.00
9.00 00900	NURSING ADMINISTRATION	466,859	1,213	399	33,446	501,917 9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0 10.00
11.00 01100	PHARMACY	0	0	0	0	0 11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	4,367	1,178	387	0	5,932 12.00
13.00 01300	SOCIAL SERVICE	449,592	3,979	1,307	63,529	518,407 13.00
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0 14.00
15.00 01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	0 15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	4,653,644	78,352	25,740	1,398,250	6,155,986 30.00
31.00 03100	NURSING FACILITY	0	0	0	0	0 31.00
32.00 03200	ICF/IID	0	0	0	0	0 32.00
33.00 03300	OTHER LONG TERM CARE	0	0	0	0	0 33.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	34,812	0	0	0	34,812 40.00
41.00 04100	LABORATORY	108,866	0	0	0	108,866 41.00
42.00 04200	INTRAVENOUS THERAPY	104,930	0	0	0	104,930 42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	68,888	208	68	0	69,164 43.00
44.00 04400	PHYSICAL THERAPY	47,741	4,062	1,334	0	53,137 44.00
45.00 04500	OCCUPATIONAL THERAPY	418,899	1,664	547	143,573	564,683 45.00
46.00 04600	SPEECH PATHOLOGY	54,757	1,664	547	16,465	73,433 46.00
47.00 04700	ELECTROCARDIOLOGY	0	0	0	0	0 47.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	1,830	601	0	2,431 48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	353,810	416	137	0	354,363 49.00
50.00 05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	0 50.00
51.00 05100	SUPPORT SURFACES	0	0	0	0	0 51.00
52.00 05200	PATIENT TRANSPORTATION	0	0	0	0	0 52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0 60.00
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0 61.00
62.00 06200	FOHC	0	0	0	0	0 62.00
63.00 06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	0 63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>						
70.00 07000	HOME HEALTH AGENCY COST	0	0	0	0	0 70.00
71.00 07100	AMBULANCE	0	0	0	0	0 71.00
72.00 07200	CORF	0	0	0	0	0 72.00
73.00 07300	CMHC	0	0	0	0	0 73.00
74.00 07400	OTHER REIMBURSABLE COST	0	0	0	0	0 74.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
82.00 08200	UTILIZATION REVIEW					82.00
83.00 08300	HOSPICE	0	0	0	0	0 83.00
84.00 08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	0 84.00
89.00	SUBTOTALS (sum of lines 1-84)	12,910,393	143,507	47,147	2,480,915	12,909,011 89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	1,040	342	0	1,382 90.00
91.00 09100	BARBER AND BEAUTY SHOP	0	0	0	0	0 91.00
92.00 09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	0 92.00
93.00 09300	NONPAID WORKERS	0	0	0	0	0 93.00
94.00 09400	PATIENTS LAUNDRY	0	0	0	0	0 94.00
95.00 09500	WELLNESS	0	0	0	0	0 95.00
98.00	Cross Foot Adjustments	0	0	0	0	0 98.00
99.00	Negative Cost Centers	0	0	0	0	0 99.00
100.00	TOTAL	12,910,393	144,547	47,489	2,480,915	12,910,393 100.00

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL	2,482,173				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	132,308	688,166			5.00
6.00	00600	LAUNDRY & LINEN SERVICE	23,744	19,181	142,679		6.00
7.00	00700	HOUSEKEEPING	89,306	6,299	0	470,799	7.00
8.00	00800	DIETARY	201,838	102,164	0	0	1,151,973
9.00	00900	NURSING ADMINISTRATION	119,469	7,112	0	0	9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	10.00
11.00	01100	PHARMACY	0	0	0	0	11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	1,412	6,908	0	0	12.00
13.00	01300	SOCIAL SERVICE	123,394	23,326	0	0	13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	1,465,273	459,375	142,679	470,799	1,151,973
31.00	03100	NURSING FACILITY	0	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	8,286	0	0	0	40.00
41.00	04100	LABORATORY	25,913	0	0	0	41.00
42.00	04200	INTRAVENOUS THERAPY	24,976	0	0	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	16,463	1,219	0	0	43.00
44.00	04400	PHYSICAL THERAPY	12,648	23,814	0	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	134,409	9,753	0	0	45.00
46.00	04600	SPEECH PATHOLOGY	17,479	9,753	0	0	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	579	10,728	0	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	84,347	2,438	0	0	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	61.00
62.00	06200	FOHC	0	0	0	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	0	71.00
72.00	07200	CORF	0	0	0	0	72.00
73.00	07300	CMHC	0	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
82.00	08200	UTILIZATION REVIEW					82.00
83.00	08300	HOSPICE	0	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	2,481,844	682,070	142,679	470,799	1,151,973
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	329	6,096	0	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	0	95.00
98.00		Cross Foot Adjustments	0	0	0	0	98.00
99.00		Negative Cost Centers	0	0	0	0	99.00
100.00		TOTAL	2,482,173	688,166	142,679	470,799	1,151,973

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		NURSING ADMINISTRATION	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	628,498					9.00
10.00	01000	0	0				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	14,252		12.00
13.00	01300	0	0	0	0	665,127	13.00
14.00	01400	0	0	0	0	0	14.00
15.00	01500	0	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	628,498	0	0	14,252	665,127	30.00
31.00	03100	0	0	0	0	0	31.00
32.00	03200	0	0	0	0	0	32.00
33.00	03300	0	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
47.00	04700	0	0	0	0	0	47.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
50.00	05000	0	0	0	0	0	50.00
51.00	05100	0	0	0	0	0	51.00
52.00	05200	0	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
62.00	06200	0	0	0	0	0	62.00
63.00	06300	0	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	0	0	0	0	0	70.00
71.00	07100	0	0	0	0	0	71.00
72.00	07200	0	0	0	0	0	72.00
73.00	07300	0	0	0	0	0	73.00
74.00	07400	0	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
82.00	08200						82.00
83.00	08300	0	0	0	0	0	83.00
84.00	08400	0	0	0	0	0	84.00
89.00		628,498	0	0	14,252	665,127	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	0	0	0	0	91.00
92.00	09200	0	0	0	0	0	92.00
93.00	09300	0	0	0	0	0	93.00
94.00	09400	0	0	0	0	0	94.00
95.00	09500	0	0	0	0	0	95.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00		628,498	0	0	14,252	665,127	100.00

COST ALLOCATION - GENERAL SERVICE COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part I  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description	NURSING AND ALLIED HEALTH EDUCATION	OTHER GENERAL SERVICE COST CENTERS	Subtotal	Post Stepdown Adjustments	Total	
		14.00				
<b>GENERAL SERVICE COST CENTERS</b>						
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES				1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT				2.00
3.00	00300	EMPLOYEE BENEFITS				3.00
4.00	00400	ADMINISTRATIVE & GENERAL				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS				5.00
6.00	00600	LAUNDRY & LINEN SERVICE				6.00
7.00	00700	HOUSEKEEPING				7.00
8.00	00800	DIETARY				8.00
9.00	00900	NURSING ADMINISTRATION				9.00
10.00	01000	CENTRAL SERVICES & SUPPLY				10.00
11.00	01100	PHARMACY				11.00
12.00	01200	MEDICAL RECORDS & LIBRARY				12.00
13.00	01300	SOCIAL SERVICE				13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0			14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0		15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00	03000	SKILLED NURSING FACILITY	0	0	11,153,962	30.00
31.00	03100	NURSING FACILITY	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000	RADIOLOGY	0	0	43,098	40.00
41.00	04100	LABORATORY	0	0	134,779	41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	129,906	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	0	0	86,846	43.00
44.00	04400	PHYSICAL THERAPY	0	0	89,599	44.00
45.00	04500	OCCUPATIONAL THERAPY	0	0	708,845	45.00
46.00	04600	SPEECH PATHOLOGY	0	0	100,665	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	0	13,738	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	0	0	441,148	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000	CLINIC	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	61.00
62.00	06200	FOHC	0	0	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>						
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	71.00
72.00	07200	CORF	0	0	0	72.00
73.00	07300	CMHC	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES				80.00
81.00	08100	INTEREST EXPENSE				81.00
82.00	08200	UTILIZATION REVIEW				82.00
83.00	08300	HOSPICE	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	0	0	12,902,586	89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	7,807	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	95.00
98.00		Cross Foot Adjustments	0	0	0	98.00
99.00		Negative Cost Centers	0	0	0	99.00
100.00		TOTAL	0	0	12,910,393	100.00



ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description	Directly Assigned New Capital Related Costs	CAPITAL RELATED COSTS		Subtotal	EMPLOYEE BENEFITS	
		BLDGS & FIXTURES	MOVABLE EQUIPMENT			
		1.00	2.00			
<b>GENERAL SERVICE COST CENTERS</b>						
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00 00300	EMPLOYEE BENEFITS	0	2,980	979	3,959	3,959 3.00
4.00 00400	ADMINISTRATIVE & GENERAL	0	20,094	6,602	26,696	827 4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	0	4,096	1,346	5,442	76 5.00
6.00 00600	LAUNDRY & LINEN SERVICE	0	3,272	1,075	4,347	34 6.00
7.00 00700	HOUSEKEEPING	0	1,074	353	1,427	136 7.00
8.00 00800	DIETARY	0	17,425	5,725	23,150	244 8.00
9.00 00900	NURSING ADMINISTRATION	0	1,213	399	1,612	53 9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0 10.00
11.00 01100	PHARMACY	0	0	0	0	0 11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	0	1,178	387	1,565	0 12.00
13.00 01300	SOCIAL SERVICE	0	3,979	1,307	5,286	101 13.00
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0 14.00
15.00 01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	0 15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00 03000	SKILLED NURSING FACILITY	0	78,352	25,740	104,092	2,233 30.00
31.00 03100	NURSING FACILITY	0	0	0	0	0 31.00
32.00 03200	ICF/IID	0	0	0	0	0 32.00
33.00 03300	OTHER LONG TERM CARE	0	0	0	0	0 33.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00 04000	RADIOLOGY	0	0	0	0	0 40.00
41.00 04100	LABORATORY	0	0	0	0	0 41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	0 42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	0	208	68	276	0 43.00
44.00 04400	PHYSICAL THERAPY	0	4,062	1,334	5,396	0 44.00
45.00 04500	OCCUPATIONAL THERAPY	0	1,664	547	2,211	229 45.00
46.00 04600	SPEECH PATHOLOGY	0	1,664	547	2,211	26 46.00
47.00 04700	ELECTROCARDIOLOGY	0	0	0	0	0 47.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	1,830	601	2,431	0 48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	0	416	137	553	0 49.00
50.00 05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	0 50.00
51.00 05100	SUPPORT SURFACES	0	0	0	0	0 51.00
52.00 05200	PATIENT TRANSPORTATION	0	0	0	0	0 52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00 06000	CLINIC	0	0	0	0	0 60.00
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0 61.00
62.00 06200	FOHC	0	0	0	0	0 62.00
63.00 06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	0 63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>						
70.00 07000	HOME HEALTH AGENCY COST	0	0	0	0	0 70.00
71.00 07100	AMBULANCE	0	0	0	0	0 71.00
72.00 07200	CORF	0	0	0	0	0 72.00
73.00 07300	CMHC	0	0	0	0	0 73.00
74.00 07400	OTHER REIMBURSABLE COST	0	0	0	0	0 74.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00 08100	INTEREST EXPENSE					81.00
82.00 08200	UTILIZATION REVIEW					82.00
83.00 08300	HOSPICE	0	0	0	0	0 83.00
84.00 08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	0 84.00
89.00	SUBTOTALS (sum of lines 1-84)	0	143,507	47,147	190,654	3,959 89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	1,040	342	1,382	0 90.00
91.00 09100	BARBER AND BEAUTY SHOP	0	0	0	0	0 91.00
92.00 09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	0 92.00
93.00 09300	NONPAID WORKERS	0	0	0	0	0 93.00
94.00 09400	PATIENTS LAUNDRY	0	0	0	0	0 94.00
95.00 09500	WELLNESS	0	0	0	0	0 95.00
98.00	Cross Foot Adjustments					98.00
99.00	Negative Cost Centers					99.00
100.00	TOTAL	0	144,547	47,489	192,036	3,959 100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		ADMINISTRATIVE & GENERAL	PLANT OPERATION, MAINT. & REPAIRS	LAUNDRY & LINEN SERVICE	HOUSEKEEPING	DIETARY	
		4.00	5.00	6.00	7.00	8.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL	27,523				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	1,467	6,985			5.00
6.00	00600	LAUNDRY & LINEN SERVICE	263	195	4,839		6.00
7.00	00700	HOUSEKEEPING	990	64	0	2,617	7.00
8.00	00800	DIETARY	2,238	1,037	0	0	26,669
9.00	00900	NURSING ADMINISTRATION	1,325	72	0	0	9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	10.00
11.00	01100	PHARMACY	0	0	0	0	11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	16	70	0	0	12.00
13.00	01300	SOCIAL SERVICE	1,368	237	0	0	13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	16,248	4,662	4,839	2,617	26,669
31.00	03100	NURSING FACILITY	0	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	92	0	0	0	40.00
41.00	04100	LABORATORY	287	0	0	0	41.00
42.00	04200	INTRAVENOUS THERAPY	277	0	0	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	183	12	0	0	43.00
44.00	04400	PHYSICAL THERAPY	140	242	0	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	1,490	99	0	0	45.00
46.00	04600	SPEECH PATHOLOGY	194	99	0	0	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	6	109	0	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	935	25	0	0	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	61.00
62.00	06200	FOHC					62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	0	71.00
72.00	07200	CORF	0	0	0	0	72.00
73.00	07300	CMHC	0	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
82.00	08200	UTILIZATION REVIEW					82.00
83.00	08300	HOSPICE	0	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	27,519	6,923	4,839	2,617	26,669
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	4	62	0	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	0	95.00
98.00		Cross Foot Adjustments					98.00
99.00		Negative Cost Centers	0	0	0	0	99.00
100.00		TOTAL	27,523	6,985	4,839	2,617	26,669

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		NURSING ADMINISTRATION	CENTRAL SERVICES & SUPPLY	PHARMACY	MEDICAL RECORDS & LIBRARY	SOCIAL SERVICE	
		9.00	10.00	11.00	12.00	13.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100						1.00
2.00	00200						2.00
3.00	00300						3.00
4.00	00400						4.00
5.00	00500						5.00
6.00	00600						6.00
7.00	00700						7.00
8.00	00800						8.00
9.00	00900	3,062					9.00
10.00	01000	0	0				10.00
11.00	01100	0	0	0			11.00
12.00	01200	0	0	0	1,651		12.00
13.00	01300	0	0	0	0	6,992	13.00
14.00	01400	0	0	0	0	0	14.00
15.00	01500	0	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	3,062	0	0	1,651	6,992	30.00
31.00	03100	0	0	0	0	0	31.00
32.00	03200	0	0	0	0	0	32.00
33.00	03300	0	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	0	0	0	0	0	40.00
41.00	04100	0	0	0	0	0	41.00
42.00	04200	0	0	0	0	0	42.00
43.00	04300	0	0	0	0	0	43.00
44.00	04400	0	0	0	0	0	44.00
45.00	04500	0	0	0	0	0	45.00
46.00	04600	0	0	0	0	0	46.00
47.00	04700	0	0	0	0	0	47.00
48.00	04800	0	0	0	0	0	48.00
49.00	04900	0	0	0	0	0	49.00
50.00	05000	0	0	0	0	0	50.00
51.00	05100	0	0	0	0	0	51.00
52.00	05200	0	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	0	0	0	0	0	60.00
61.00	06100	0	0	0	0	0	61.00
62.00	06200	0	0	0	0	0	62.00
63.00	06300	0	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	0	0	0	0	0	70.00
71.00	07100	0	0	0	0	0	71.00
72.00	07200	0	0	0	0	0	72.00
73.00	07300	0	0	0	0	0	73.00
74.00	07400	0	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000						80.00
81.00	08100						81.00
82.00	08200						82.00
83.00	08300	0	0	0	0	0	83.00
84.00	08400	0	0	0	0	0	84.00
89.00		3,062	0	0	1,651	6,992	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	0	0	0	0	0	90.00
91.00	09100	0	0	0	0	0	91.00
92.00	09200	0	0	0	0	0	92.00
93.00	09300	0	0	0	0	0	93.00
94.00	09400	0	0	0	0	0	94.00
95.00	09500	0	0	0	0	0	95.00
98.00		0	0	0	0	0	98.00
99.00		0	0	0	0	0	99.00
100.00		3,062	0	0	1,651	6,992	100.00

ALLOCATION OF CAPITAL RELATED COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B  
Part II  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description	NURSING AND ALLIED HEALTH EDUCATION	OTHER GENERAL SERVICE COST CENTERS	Subtotal	Post Step-Down Adjustments	Total	
		14.00				
<b>GENERAL SERVICE COST CENTERS</b>						
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES				1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT				2.00
3.00	00300	EMPLOYEE BENEFITS				3.00
4.00	00400	ADMINISTRATIVE & GENERAL				4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS				5.00
6.00	00600	LAUNDRY & LINEN SERVICE				6.00
7.00	00700	HOUSEKEEPING				7.00
8.00	00800	DIETARY				8.00
9.00	00900	NURSING ADMINISTRATION				9.00
10.00	01000	CENTRAL SERVICES & SUPPLY				10.00
11.00	01100	PHARMACY				11.00
12.00	01200	MEDICAL RECORDS & LIBRARY				12.00
13.00	01300	SOCIAL SERVICE				13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0			14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0		15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>						
30.00	03000	SKILLED NURSING FACILITY	0	0	173,065	30.00
31.00	03100	NURSING FACILITY	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000	RADIOLOGY	0	0	92	40.00
41.00	04100	LABORATORY	0	0	287	41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	277	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	0	0	471	43.00
44.00	04400	PHYSICAL THERAPY	0	0	5,778	44.00
45.00	04500	OCCUPATIONAL THERAPY	0	0	4,029	45.00
46.00	04600	SPEECH PATHOLOGY	0	0	2,530	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	0	2,546	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	0	0	1,513	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000	CLINIC	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	61.00
62.00	06200	FOHC	0	0	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>						
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	71.00
72.00	07200	CORF	0	0	0	72.00
73.00	07300	CMHC	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>						
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES				80.00
81.00	08100	INTEREST EXPENSE				81.00
82.00	08200	UTILIZATION REVIEW				82.00
83.00	08300	HOSPICE	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	0	0	190,588	89.00
<b>NONREIMBURSABLE COST CENTERS</b>						
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	1,448	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	95.00
98.00		Cross Foot Adjustments	0	0	0	98.00
99.00		Negative Cost Centers	0	0	0	99.00
100.00		TOTAL	0	0	192,036	100.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description	CAPITAL RELATED COSTS			EMPLOYEE BENEFITS (GROSS SALARIES)	Reconciliation	ADMINISTRATIVE & GENERAL (ACCUM. COST)	
	BLDGS & FIXTURES (SQUARE FEET)	MOVABLE EQUIPMENT (SQUARE FEET)					
	1.00	2.00	3.00				
<b>GENERAL SERVICE COST CENTERS</b>							
1.00 00100	CAP REL COSTS - BLDGS & FIXTURES	20,854					1.00
2.00 00200	CAP REL COSTS - MOVABLE EQUIPMENT		20,854				2.00
3.00 00300	EMPLOYEE BENEFITS	430	430	6,631,177			3.00
4.00 00400	ADMINISTRATIVE & GENERAL	2,899	2,899	1,384,709	-2,482,173	10,428,220	4.00
5.00 00500	PLANT OPERATION, MAINT. & REPAIRS	591	591	128,043	0	555,858	5.00
6.00 00600	LAUNDRY & LINEN SERVICE	472	472	57,085	0	99,754	6.00
7.00 00700	HOUSEKEEPING	155	155	227,569	0	375,194	7.00
8.00 00800	DIETARY	2,514	2,514	409,457	0	847,971	8.00
9.00 00900	NURSING ADMINISTRATION	175	175	89,398	0	501,917	9.00
10.00 01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0	10.00
11.00 01100	PHARMACY	0	0	0	0	0	11.00
12.00 01200	MEDICAL RECORDS & LIBRARY	170	170	0	0	5,932	12.00
13.00 01300	SOCIAL SERVICE	574	574	169,804	0	518,407	13.00
14.00 01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0	14.00
15.00 01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00 03000	SKILLED NURSING FACILITY	11,304	11,304	3,737,352	0	6,155,986	30.00
31.00 03100	NURSING FACILITY	0	0	0	0	0	31.00
32.00 03200	ICF/IID	0	0	0	0	0	32.00
33.00 03300	OTHER LONG TERM CARE	0	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00 04000	RADIOLOGY	0	0	0	0	34,812	40.00
41.00 04100	LABORATORY	0	0	0	0	108,866	41.00
42.00 04200	INTRAVENOUS THERAPY	0	0	0	0	104,930	42.00
43.00 04300	OXYGEN (INHALATION) THERAPY	30	30	0	0	69,164	43.00
44.00 04400	PHYSICAL THERAPY	586	586	0	0	53,137	44.00
45.00 04500	OCCUPATIONAL THERAPY	240	240	383,752	0	564,683	45.00
46.00 04600	SPEECH PATHOLOGY	240	240	44,008	0	73,433	46.00
47.00 04700	ELECTROCARDIOLOGY	0	0	0	0	0	47.00
48.00 04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	264	264	0	0	2,431	48.00
49.00 04900	DRUGS CHARGED TO PATIENTS	60	60	0	0	354,363	49.00
50.00 05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	0	50.00
51.00 05100	SUPPORT SURFACES	0	0	0	0	0	51.00
52.00 05200	PATIENT TRANSPORTATION	0	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00 06000	CLINIC	0	0	0	0	0	60.00
61.00 06100	RURAL HEALTH CLINIC	0	0	0	0	0	61.00
62.00 06200	FQHC	0	0	0	0	0	62.00
63.00 06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00 07000	HOME HEALTH AGENCY COST	0	0	0	0	0	70.00
71.00 07100	AMBULANCE	0	0	0	0	0	71.00
72.00 07200	CORF	0	0	0	0	0	72.00
73.00 07300	CMHC	0	0	0	0	0	73.00
74.00 07400	OTHER REIMBURSABLE COST	0	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00 08000	MALPRACTICE PREMIUMS & PAID LOSSES						80.00
81.00 08100	INTEREST EXPENSE						81.00
82.00 08200	UTILIZATION REVIEW						82.00
83.00 08300	HOSPICE	0	0	0	0	0	83.00
84.00 08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	0	84.00
89.00	SUBTOTALS (sum of lines 1-84)	20,704	20,704	6,631,177	-2,482,173	10,426,838	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00 09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	150	150	0	0	1,382	90.00
91.00 09100	BARBER AND BEAUTY SHOP	0	0	0	0	0	91.00
92.00 09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	0	92.00
93.00 09300	NONPAID WORKERS	0	0	0	0	0	93.00
94.00 09400	PATIENTS LAUNDRY	0	0	0	0	0	94.00
95.00 09500	WELLNESS	0	0	0	0	0	95.00
98.00	Cross Foot Adjustments						98.00
99.00	Negative Cost Centers						99.00
102.00	Cost to be allocated (per Wkst. B, Part I)	144,547	47,489	2,480,915		2,482,173	102.00
103.00	Unit cost multiplier (Wkst. B, Part I)	6.931380	2.277213	0.374129		0.238025	103.00
104.00	Cost to be allocated (per Wkst. B, Part II)			3,959		27,523	104.00
105.00	Unit cost multiplier (Wkst. B, Part II)			0.000597		0.002639	105.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description			PLANT OPERATION, MAINT. & REPAIRS (SQUARE FEET)	LAUNDRY & LINEN SERVICE (POUNDS OF LAUNDRY)	HOUSEKEEPING (HOURS OF SERVICE)	DIETARY (MEALS SERVED)	NURSING ADMINISTRATION  (DIRECT NURS. HRS.)	
			5.00	6.00	7.00	8.00	9.00	
<b>GENERAL SERVICE COST CENTERS</b>								
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES						1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT						2.00
3.00	00300	EMPLOYEE BENEFITS						3.00
4.00	00400	ADMINISTRATIVE & GENERAL						4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS	16,934					5.00
6.00	00600	LAUNDRY & LINEN SERVICE	472	52,023				6.00
7.00	00700	HOUSEKEEPING	155	0	20,809			7.00
8.00	00800	DIETARY	2,514	0	0	62,427		8.00
9.00	00900	NURSING ADMINISTRATION	175	0	0	0	20,809	9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0	0	0	0	0	10.00
11.00	01100	PHARMACY	0	0	0	0	0	11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	170	0	0	0	0	12.00
13.00	01300	SOCIAL SERVICE	574	0	0	0	0	13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	0	14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>								
30.00	03000	SKILLED NURSING FACILITY	11,304	52,023	20,809	62,427	20,809	30.00
31.00	03100	NURSING FACILITY	0	0	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>								
40.00	04000	RADIOLOGY	0	0	0	0	0	40.00
41.00	04100	LABORATORY	0	0	0	0	0	41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	0	0	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	30	0	0	0	0	43.00
44.00	04400	PHYSICAL THERAPY	586	0	0	0	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	240	0	0	0	0	45.00
46.00	04600	SPEECH PATHOLOGY	240	0	0	0	0	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	264	0	0	0	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	60	0	0	0	0	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>								
60.00	06000	CLINIC	0	0	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	0	61.00
62.00	06200	FOHC	0	0	0	0	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>								
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	0	0	71.00
72.00	07200	CORF	0	0	0	0	0	72.00
73.00	07300	CMHC	0	0	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>								
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES						80.00
81.00	08100	INTEREST EXPENSE						81.00
82.00	08200	UTILIZATION REVIEW						82.00
83.00	08300	HOSPICE	0	0	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	16,784	52,023	20,809	62,427	20,809	89.00
<b>NONREIMBURSABLE COST CENTERS</b>								
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	150	0	0	0	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	0	0	95.00
98.00		Cross Foot Adjustments						98.00
99.00		Negative Cost Centers						99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	688,166	142,679	470,799	1,151,973	628,498	102.00
103.00		Unit cost multiplier (Wkst. B, Part I)	40.638124	2.742614	22.624778	18.453121	30.203181	103.00
104.00		Cost to be allocated (per Wkst. B, Part II)	6,985	4,839	2,617	26,669	3,062	104.00
105.00		Unit cost multiplier (Wkst. B, Part II)	0.412484	0.093017	0.125763	0.427203	0.147148	105.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1

Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		CENTRAL SERVICES & SUPPLY (COSTED REQUIS.)	PHARMACY (COSTED REQUIS.)	MEDICAL RECORDS & LIBRARY (TIME SPENT)	SOCIAL SERVICE (TIME SPENT)	NURSING AND ALLIED HEALTH EDUCATION (ASSIGNED TIME)	
		10.00	11.00	12.00	13.00	14.00	
<b>GENERAL SERVICE COST CENTERS</b>							
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES					1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT					2.00
3.00	00300	EMPLOYEE BENEFITS					3.00
4.00	00400	ADMINISTRATIVE & GENERAL					4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS					5.00
6.00	00600	LAUNDRY & LINEN SERVICE					6.00
7.00	00700	HOUSEKEEPING					7.00
8.00	00800	DIETARY					8.00
9.00	00900	NURSING ADMINISTRATION					9.00
10.00	01000	CENTRAL SERVICES & SUPPLY	0				10.00
11.00	01100	PHARMACY	0	0			11.00
12.00	01200	MEDICAL RECORDS & LIBRARY	0	0	20,809		12.00
13.00	01300	SOCIAL SERVICE	0	0	0	20,809	13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION	0	0	0	0	14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	0	0	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>							
30.00	03000	SKILLED NURSING FACILITY	0	0	20,809	20,809	30.00
31.00	03100	NURSING FACILITY	0	0	0	0	31.00
32.00	03200	ICF/IID	0	0	0	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	0	0	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	0	0	0	0	40.00
41.00	04100	LABORATORY	0	0	0	0	41.00
42.00	04200	INTRAVENOUS THERAPY	0	0	0	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	0	0	0	0	43.00
44.00	04400	PHYSICAL THERAPY	0	0	0	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	0	0	0	0	45.00
46.00	04600	SPEECH PATHOLOGY	0	0	0	0	46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	0	0	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	0	0	0	0	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0	0	50.00
51.00	05100	SUPPORT SURFACES	0	0	0	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>							
60.00	06000	CLINIC	0	0	0	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	0	0	0	61.00
62.00	06200	FOHC	0	0	0	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	0	0	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>							
70.00	07000	HOME HEALTH AGENCY COST	0	0	0	0	70.00
71.00	07100	AMBULANCE	0	0	0	0	71.00
72.00	07200	CORF	0	0	0	0	72.00
73.00	07300	CMHC	0	0	0	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	0	0	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>							
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES					80.00
81.00	08100	INTEREST EXPENSE					81.00
82.00	08200	UTILIZATION REVIEW					82.00
83.00	08300	HOSPICE	0	0	0	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	0	0	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	0	0	20,809	20,809	89.00
<b>NONREIMBURSABLE COST CENTERS</b>							
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	0	0	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	0	0	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	0	0	0	92.00
93.00	09300	NONPAID WORKERS	0	0	0	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	0	0	0	94.00
95.00	09500	WELLNESS	0	0	0	0	95.00
98.00		Cross Foot Adjustments					98.00
99.00		Negative Cost Centers					99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	0	0	14,252	665,127	102.00
103.00		Unit cost multiplier (Wkst. B, Part I)	0.000000	0.000000	0.684896	31.963429	103.00
104.00		Cost to be allocated (per Wkst. B, Part II)	0	0	1,651	6,992	104.00
105.00		Unit cost multiplier (Wkst. B, Part II)	0.000000	0.000000	0.079341	0.336008	105.00

COST ALLOCATION - STATISTICAL BASIS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet B-1  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		OTHER GENERAL SERVICE	15.00	
		COST CENTERS (ASSIGNED TIME)		
<b>GENERAL SERVICE COST CENTERS</b>				
1.00	00100	CAP REL COSTS - BLDGS & FIXTURES		1.00
2.00	00200	CAP REL COSTS - MOVABLE EQUIPMENT		2.00
3.00	00300	EMPLOYEE BENEFITS		3.00
4.00	00400	ADMINISTRATIVE & GENERAL		4.00
5.00	00500	PLANT OPERATION, MAINT. & REPAIRS		5.00
6.00	00600	LAUNDRY & LINEN SERVICE		6.00
7.00	00700	HOUSEKEEPING		7.00
8.00	00800	DIETARY		8.00
9.00	00900	NURSING ADMINISTRATION		9.00
10.00	01000	CENTRAL SERVICES & SUPPLY		10.00
11.00	01100	PHARMACY		11.00
12.00	01200	MEDICAL RECORDS & LIBRARY		12.00
13.00	01300	SOCIAL SERVICE		13.00
14.00	01400	NURSING AND ALLIED HEALTH EDUCATION		14.00
15.00	01500	OTHER GENERAL SERVICE COST CENTERS	0	15.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>				
30.00	03000	SKILLED NURSING FACILITY	0	30.00
31.00	03100	NURSING FACILITY	0	31.00
32.00	03200	ICF/IID	0	32.00
33.00	03300	OTHER LONG TERM CARE	0	33.00
<b>ANCILLARY SERVICE COST CENTERS</b>				
40.00	04000	RADIOLOGY	0	40.00
41.00	04100	LABORATORY	0	41.00
42.00	04200	INTRAVENOUS THERAPY	0	42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	0	43.00
44.00	04400	PHYSICAL THERAPY	0	44.00
45.00	04500	OCCUPATIONAL THERAPY	0	45.00
46.00	04600	SPEECH PATHOLOGY	0	46.00
47.00	04700	ELECTROCARDIOLOGY	0	47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	0	48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	0	49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	50.00
51.00	05100	SUPPORT SURFACES	0	51.00
52.00	05200	PATIENT TRANSPORTATION	0	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>				
60.00	06000	CLINIC	0	60.00
61.00	06100	RURAL HEALTH CLINIC	0	61.00
62.00	06200	FOHC	0	62.00
63.00	06300	OTHER OUTPATIENT SERVICE COST CENTER	0	63.00
<b>OTHER REIMBURSABLE COST CENTERS</b>				
70.00	07000	HOME HEALTH AGENCY COST	0	70.00
71.00	07100	AMBULANCE	0	71.00
72.00	07200	CORF	0	72.00
73.00	07300	CMHC	0	73.00
74.00	07400	OTHER REIMBURSABLE COST	0	74.00
<b>SPECIAL PURPOSE COST CENTERS</b>				
80.00	08000	MALPRACTICE PREMIUMS & PAID LOSSES		80.00
81.00	08100	INTEREST EXPENSE		81.00
82.00	08200	UTILIZATION REVIEW		82.00
83.00	08300	HOSPICE	0	83.00
84.00	08400	OTHER SPECIAL PURPOSE COST CENTERS	0	84.00
89.00		SUBTOTALS (sum of lines 1-84)	0	89.00
<b>NONREIMBURSABLE COST CENTERS</b>				
90.00	09000	GIFT, FLOWER, COFFEE SHOPS & CANTEEN	0	90.00
91.00	09100	BARBER AND BEAUTY SHOP	0	91.00
92.00	09200	PHYSICIANS PRIVATE OFFICES	0	92.00
93.00	09300	NONPAID WORKERS	0	93.00
94.00	09400	PATIENTS LAUNDRY	0	94.00
95.00	09500	WELLNESS	0	95.00
98.00		Cross Foot Adjustments		98.00
99.00		Negative Cost Centers		99.00
102.00		Cost to be allocated (per Wkst. B, Part I)	0	102.00
103.00		Unit cost multiplier (Wkst. B, Part I)	0.000000	103.00
104.00		Cost to be allocated (per Wkst. B, Part II)	0	104.00
105.00		Unit cost multiplier (Wkst. B, Part II)	0.000000	105.00



RATIO OF COST TO CHARGES FOR ANCILLARY AND OUTPATIENT COST CENTERS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet C  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		Total (from Wkst. B, Pt I, col. 18)	Total Charges	Ratio (col. 1 divided by col. 2)	
		1.00	2.00	3.00	
<b>ANCILLARY SERVICE COST CENTERS</b>					
40.00	04000 RADIOLOGY	43,098	61,485	0.700951	40.00
41.00	04100 LABORATORY	134,779	196,340	0.686457	41.00
42.00	04200 INTRAVENOUS THERAPY	129,906	162,971	0.797111	42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	86,846	58,696	1.479590	43.00
44.00	04400 PHYSICAL THERAPY	89,599	552,214	0.162254	44.00
45.00	04500 OCCUPATIONAL THERAPY	708,845	571,127	1.241134	45.00
46.00	04600 SPEECH PATHOLOGY	100,665	76,935	1.308442	46.00
47.00	04700 ELECTROCARDIOLOGY	0	0	0.000000	47.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	13,738	98,126	0.140004	48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	441,148	774,021	0.569943	49.00
50.00	05000 DENTAL CARE - TITLE XIX ONLY	0	0	0.000000	50.00
51.00	05100 SUPPORT SURFACES	0	0	0.000000	51.00
52.00	05200 PATIENT TRANSPORTATION	0	0	0.000000	52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>					
60.00	06000 CLINIC	0	0	0.000000	60.00
61.00	06100 RURAL HEALTH CLINIC				61.00
62.00	06200 FOHC				62.00
63.00	06300 OTHER OUTPATIENT SERVICE COST CENTER	0	0	0.000000	63.00
71.00	07100 AMBULANCE	0	0	0.000000	71.00
100.00	Total	1,748,624	2,551,915		100.00

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS		Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet D Part I Date/Time Prepared: 5/18/2021 1:07 pm
		Title XVIII (1)	Skilled Nursing Facility	PPS

Cost Center Description	Ratio of Cost to Charges (Fr. Wkst. C Column 3)	Health Care Program Charges		Health Care Program Cost		
		Part A	Part B	Part A (col. 1 x col. 2)	Part B (col. 1 x col. 3)	
		1.00	2.00	3.00	4.00	
<b>PART I - CALCULATION OF ANCILLARY AND OUTPATIENT COST</b>						
<b>ANCILLARY SERVICE COST CENTERS</b>						
40.00	04000 RADIOLOGY	0.700951	17,893	0	12,542	0 40.00
41.00	04100 LABORATORY	0.686457	31,090	0	21,342	0 41.00
42.00	04200 INTRAVENOUS THERAPY	0.797111	4,958	0	3,952	0 42.00
43.00	04300 OXYGEN (INHALATION) THERAPY	1.479590	5,838	0	8,638	0 43.00
44.00	04400 PHYSICAL THERAPY	0.162254	116,885	0	18,965	0 44.00
45.00	04500 OCCUPATIONAL THERAPY	1.241134	114,463	0	142,064	0 45.00
46.00	04600 SPEECH PATHOLOGY	1.308442	16,187	0	21,180	0 46.00
47.00	04700 ELECTROCARDIOLOGY	0.000000	0	0	0	0 47.00
48.00	04800 MEDICAL SUPPLIES CHARGED TO PATIENTS	0.140004	955	0	134	0 48.00
49.00	04900 DRUGS CHARGED TO PATIENTS	0.569943	126,500	0	72,098	0 49.00
50.00	05000 DENTAL CARE - TITLE XIX ONLY	0.000000	0	0	0	0 50.00
51.00	05100 SUPPORT SURFACES	0.000000	0	0	0	0 51.00
52.00	05200 PATIENT TRANSPORTATION	0.000000	0	0	0	0 52.00
<b>OUTPATIENT SERVICE COST CENTERS</b>						
60.00	06000 CLINIC	0.000000	0	0	0	0 60.00
61.00	06100 RURAL HEALTH CLINIC					0 61.00
62.00	06200 FOHC					0 62.00
63.00	06300 OTHER OUTPATIENT SERVICE COST CENTER	0.000000	0	0	0	0 63.00
71.00	07100 AMBULANCE (2)	0.000000		0		0 71.00
100.00	Total (Sum of lines 40 - 71)		434,769	0	300,915	0 100.00

(1) For title V and XIX use columns 1, 2, and 4 only.

(2) Line 71 columns 2 and 4 are for titles V and XIX. No amounts should be entered here for title XVIII.

APPORTIONMENT OF ANCILLARY AND OUTPATIENT COSTS

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet D  
Parts II-III  
Date/Time Prepared:  
5/18/2021 1:07 pm

Title XVIII

Skilled Nursing  
Facility

PPS

Cost Center Description						1.00	
<b>PART II - APPORTIONMENT OF VACCINE COST</b>							
1.00		Drugs charged to patients - ratio of cost to charges (From Worksheet C, column 3, line 49)				0.569943	1.00
2.00		Program vaccine charges (From your records, or the PS&R)				0	2.00
3.00		Program costs (Line 1 x line 2) (Title XVIII, PPS providers, transfer this amount to Worksheet E, Part I, line 18)				0	3.00
Cost Center Description		Total Cost (From Wkst. B, Part I, Col. 18	Nursing & Allied Health (From Wkst. B, Part I, Col. 14)	Ratio of Nursing & Allied Health Costs to Total Costs - Part A (Col. 2 / Col. 1)	Program Part A Cost (From Wkst. D Part I, Col. 4)	Part A Nursing & Allied Health Costs for Pass Through (Col. 3 x Col. 4)	
		1.00	2.00	3.00	4.00	5.00	
<b>PART III - CALCULATION OF PASS THROUGH COSTS FOR NURSING &amp; ALLIED HEALTH</b>							
<b>ANCILLARY SERVICE COST CENTERS</b>							
40.00	04000	RADIOLOGY	43,098	0	0.000000	12,542	0 40.00
41.00	04100	LABORATORY	134,779	0	0.000000	21,342	0 41.00
42.00	04200	INTRAVENOUS THERAPY	129,906	0	0.000000	3,952	0 42.00
43.00	04300	OXYGEN (INHALATION) THERAPY	86,846	0	0.000000	8,638	0 43.00
44.00	04400	PHYSICAL THERAPY	89,599	0	0.000000	18,965	0 44.00
45.00	04500	OCCUPATIONAL THERAPY	708,845	0	0.000000	142,064	0 45.00
46.00	04600	SPEECH PATHOLOGY	100,665	0	0.000000	21,180	0 46.00
47.00	04700	ELECTROCARDIOLOGY	0	0	0.000000	0	0 47.00
48.00	04800	MEDICAL SUPPLIES CHARGED TO PATIENTS	13,738	0	0.000000	134	0 48.00
49.00	04900	DRUGS CHARGED TO PATIENTS	441,148	0	0.000000	72,098	0 49.00
50.00	05000	DENTAL CARE - TITLE XIX ONLY	0	0	0.000000	0	0 50.00
51.00	05100	SUPPORT SURFACES	0	0	0.000000	0	0 51.00
52.00	05200	PATIENT TRANSPORTATION	0	0	0.000000	0	0 52.00
100.00		Total (Sum of lines 40 - 52)	1,748,624	0		300,915	0 100.00

COMPUTATION OF INPATIENT ROUTINE COSTS	Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet D-1 Parts I-II Date/Time Prepared: 5/18/2021 1:07 pm
	Title XVIII	Skilled Nursing Facility	PPS

		1.00	
<b>PART I CALCULATION OF INPATIENT ROUTINE COSTS</b>			
<b>INPATIENT DAYS</b>			
1.00	Inpatient days including private room days	20,809	1.00
2.00	Private room days	0	2.00
3.00	Inpatient days including private room days applicable to the Program	1,253	3.00
4.00	Medically necessary private room days applicable to the Program	0	4.00
5.00	Total general inpatient routine service cost	11,153,962	5.00
<b>PRIVATE ROOM DIFFERENTIAL ADJUSTMENT</b>			
6.00	General inpatient routine service charges	9,637,334	6.00
7.00	General inpatient routine service cost/charge ratio (Line 5 divided by line 6)	1.157370	7.00
8.00	Enter private room charges from your records	0	8.00
9.00	Average private room per diem charge (Private room charges line 8 divided by private room days, line 2)	0.00	9.00
10.00	Enter semi-private room charges from your records	9,637,334	10.00
11.00	Average semi-private room per diem charge (Semi-private room charges line 10, divided by semi-private room days)	463.13	11.00
12.00	Average per diem private room charge differential (Line 9 minus line 11)	0.00	12.00
13.00	Average per diem private room cost differential (Line 7 times line 12)	0.00	13.00
14.00	Private room cost differential adjustment (Line 2 times line 13)	0	14.00
15.00	General inpatient routine service cost net of private room cost differential (Line 5 minus line 14)	11,153,962	15.00
<b>PROGRAM INPATIENT ROUTINE SERVICE COSTS</b>			
16.00	Adjusted general inpatient service cost per diem (Line 15 divided by line 1)	536.02	16.00
17.00	Program routine service cost (Line 3 times line 16)	671,633	17.00
18.00	Medically necessary private room cost applicable to program (line 4 times line 13)	0	18.00
19.00	Total program general inpatient routine service cost (Line 17 plus line 18)	671,633	19.00
20.00	Capital related cost allocated to inpatient routine service costs (From Wkst. B, Part II column 18, line 30 for SNF; line 31 for NF, or line 32 for ICF/IID)	173,065	20.00
21.00	Per diem capital related costs (Line 20 divided by line 1)	8.32	21.00
22.00	Program capital related cost (Line 3 times line 21)	10,425	22.00
23.00	Inpatient routine service cost (Line 19 minus line 22)	661,208	23.00
24.00	Aggregate charges to beneficiaries for excess costs (From provider records)	0	24.00
25.00	Total program routine service costs for comparison to the cost limitation (Line 23 minus line 24)	661,208	25.00
26.00	Enter the per diem limitation (1)		26.00
27.00	Inpatient routine service cost limitation (Line 3 times the per diem limitation line 26) (1)		27.00
28.00	Reimbursable inpatient routine service costs (Line 22 plus the lesser of line 25 or line 27) (Transfer to Worksheet E, Part II, line 4) (See instructions)		28.00

(1) Lines 26 and 27 are not applicable for title XVIII, but may be used for title V and or title XIX

		1.00	
<b>PART II CALCULATION OF INPATIENT NURSING &amp; ALLIED HEALTH COSTS FOR PPS PASS-THROUGH</b>			
1.00	Total SNF inpatient days	20,809	1.00
2.00	Program inpatient days (see instructions)	1,253	2.00
3.00	Total nursing & allied health costs. (see instructions)(Do not complete for titles V or XIX)	0	3.00
4.00	Nursing & allied health ratio. (line 2 divided by line 1)	0.060214	4.00
5.00	Program nursing & allied health costs for pass-through. (line 3 times line 4)	0	5.00

CALCULATION OF REIMBURSEMENT SETTLEMENT FOR TITLE XVIII		Provider No. : 555083	Period: From 01/01/2020 To 12/31/2020	Worksheet E Part I Date/Time Prepared: 5/18/2021 1:07 pm
		Title XVIII	Skilled Nursing Facility	PPS

			1.00	
<b>PART A - INPATIENT SERVICE PPS PROVIDER COMPUTATION OF REIMBURSEMENT</b>				
1.00	Inpatient PPS amount (See Instructions)		503,706	1.00
2.00	Nursing and Allied Health Education Activities (pass through payments)		0	2.00
3.00	Subtotal ( Sum of lines 1 and 2)		503,706	3.00
4.00	Primary payor amounts		0	4.00
5.00	Coinurance		0	5.00
6.00	Allowable bad debts (From your records)		0	6.00
7.00	Allowable Bad debts for dual eligible beneficiaries (See instructions)		0	7.00
8.00	Adjusted reimbursable bad debts. (See instructions)		0	8.00
9.00	Recovery of bad debts - for statistical records only		0	9.00
10.00	Utilization review		0	10.00
11.00	Subtotal (See instructions)		503,706	11.00
12.00	Interim payments (See instructions)		493,632	12.00
13.00	Tentative adjustment		0	13.00
14.00	OTHER adjustment (See instructions)		0	14.00
14.50	Demonstration payment adjustment amount before sequestration		0	14.50
14.55	Demonstration payment adjustment amount after sequestration		0	14.55
14.75	Sequestration for non-claims based amounts (see instructions)		0	14.75
14.99	Sequestration amount (see instructions)		10,074	14.99
15.00	Balance due provider/program (see Instructions)		0	15.00
16.00	Protested amounts (Nonallowable cost report items in accordance with CMS Pub. 15-2, section 115.2)		0	16.00
<b>PART B - ANCILLARY SERVICE COMPUTATION OF REIMBURSEMENT LESSER OF COST OR CHARGES - TITLE XVIII ONLY</b>				
17.00	Ancillary services Part B		0	17.00
18.00	Vaccine cost (From Wkst D, Part II, line 3)		0	18.00
19.00	Total reasonable costs (Sum of lines 17 and 18)		0	19.00
20.00	Medicare Part B ancillary charges (See instructions)		0	20.00
21.00	Cost of covered services (Lesser of line 19 or line 20)		0	21.00
22.00	Primary payor amounts		0	22.00
23.00	Coinurance and deductibles		0	23.00
24.00	Allowable bad debts (From your records)		0	24.00
24.01	Allowable Bad debts for dual eligible beneficiaries (see instructions)		0	24.01
24.02	Adjusted reimbursable bad debts (see instructions)		0	24.02
25.00	Subtotal (Sum of lines 21 and 24, minus lines 22 and 23)		0	25.00
26.00	Interim payments (See instructions)		0	26.00
27.00	Tentative adjustment		0	27.00
28.00	Other Adjustments (See instructions) Specify		0	28.00
28.50	Demonstration payment adjustment amount before sequestration		0	28.50
28.55	Demonstration payment adjustment amount after sequestration		0	28.55
28.99	Sequestration amount (see instructions)		0	28.99
29.00	Balance due provider/program (see instructions)		0	29.00
30.00	Protested amounts (Nonallowable cost report items) in accordance with CMS Pub.15-2, section 115.2		0	30.00

ANALYSIS OF PAYMENTS TO PROVIDERS FOR SERVICES RENDERED

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet E-1

Date/Time Prepared:  
5/18/2021 1:07 pm

Title XVIII

Skilled Nursing Facility

PPS

		Inpatient Part A		Part B		
		mm/dd/yyyy	Amount	mm/dd/yyyy	Amount	
		1.00	2.00	3.00	4.00	
1.00	Total interim payments paid to provider		493,632		0	1.00
2.00	Interim payments payable on individual bills, either submitted or to be submitted to the contractor for services rendered in the cost reporting period. If none, enter zero		0		0	2.00
3.00	List separately each retroactive lump sum adjustment amount based on subsequent revision of the interim rate for the cost reporting period. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					3.00
Program to Provider						
3.01	ADJUSTMENTS TO PROVIDER		0		0	3.01
3.02			0		0	3.02
3.03			0		0	3.03
3.04			0		0	3.04
3.05			0		0	3.05
Provider to Program						
3.50	ADJUSTMENTS TO PROGRAM		0		0	3.50
3.51			0		0	3.51
3.52			0		0	3.52
3.53			0		0	3.53
3.54			0		0	3.54
3.99	Subtotal (Sum of lines 3.01 - 3.49 minus sum of lines 3.50 - 3.98)		0		0	3.99
4.00	Total interim payments (sum of lines 1, 2, and 3.99) (Transfer to Wkst. E, Part I line 12 for Part A, and line 26 for Part B)		493,632		0	4.00
TO BE COMPLETED BY CONTRACTOR						
5.00	List separately each tentative settlement payment after desk review. Also show date of each payment. If none, write "NONE" or enter a zero. (1)					5.00
Program to Provider						
5.01	TENTATIVE TO PROVIDER		0		0	5.01
5.02			0		0	5.02
5.03			0		0	5.03
Provider to Program						
5.50	TENTATIVE TO PROGRAM		0		0	5.50
5.51			0		0	5.51
5.52			0		0	5.52
5.99	Subtotal (Sum of lines 5.01 - 5.49 minus sum of lines 5.50 - 5.98)		0		0	5.99
6.00	Determined net settlement amount (balance due) based on the cost report. (1)					6.00
6.01	PROGRAM TO PROVIDER		0		0	6.01
6.02	PROVIDER TO PROGRAM		0		0	6.02
7.00	Total Medicare program liability (see instructions)		493,632		0	7.00
			Contractor Name		Contractor Number	
			1.00		2.00	
8.00	Name of Contractor					8.00

(1) On lines 3, 5, and 6, where an amount is due provider to program, show the amount and date on which the provider agrees to the amount of repayment even though total repayment is not accomplished until a later date.

BALANCE SHEET (If you are nonproprietary and do not maintain fund-type accounting records, complete the "General Fund" column only)

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G

Date/Time Prepared:  
5/18/2021 1:07 pm

		General Fund	Specific Purpose Fund	Endowment Fund	Plant Fund	
		1.00	2.00	3.00	4.00	
<b>Assets</b>						
<b>CURRENT ASSETS</b>						
1.00	Cash on hand and in banks	2,718	0	0	0	1.00
2.00	Temporary investments	0	0	0	0	2.00
3.00	Notes receivable	0	0	0	0	3.00
4.00	Accounts receivable	1,152,349	0	0	0	4.00
5.00	Other receivables	0	0	0	0	5.00
6.00	Less: allowances for uncollectible notes and accounts receivable	-23,657	0	0	0	6.00
7.00	Inventory	18,825	0	0	0	7.00
8.00	Prepaid expenses	26,382	0	0	0	8.00
9.00	Other current assets	0	0	0	0	9.00
10.00	Due from other funds	0	0	0	0	10.00
11.00	<b>TOTAL CURRENT ASSETS (Sum of lines 1 - 10)</b>	<b>1,176,617</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11.00</b>
<b>FIXED ASSETS</b>						
12.00	Land	110,052	0	0	0	12.00
13.00	Land improvements	332,361	0	0	0	13.00
14.00	Less: Accumulated depreciation	-192,259	0	0	0	14.00
15.00	Buildings	1,422,214	0	0	0	15.00
16.00	Less Accumulated depreciation	-1,415,876	0	0	0	16.00
17.00	Leasehold improvements	3,084,106	0	0	0	17.00
18.00	Less: Accumulated Amortization	-2,401,582	0	0	0	18.00
19.00	Fixed equipment	0	0	0	0	19.00
20.00	Less: Accumulated depreciation	0	0	0	0	20.00
21.00	Automobiles and trucks	0	0	0	0	21.00
22.00	Less: Accumulated depreciation	0	0	0	0	22.00
23.00	Major movable equipment	1,920,899	0	0	0	23.00
24.00	Less: Accumulated depreciation	-1,572,088	0	0	0	24.00
25.00	Minor equipment - Depreciable	0	0	0	0	25.00
26.00	Minor equipment nondepreciable	0	0	0	0	26.00
27.00	Other fixed assets	16,489	0	0	0	27.00
28.00	<b>TOTAL FIXED ASSETS (Sum of lines 12 - 27)</b>	<b>1,304,316</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28.00</b>
<b>OTHER ASSETS</b>						
29.00	Investments	0	0	0	0	29.00
30.00	Deposits on leases	0	0	0	0	30.00
31.00	Due from owners/officers	0	0	0	0	31.00
32.00	Other assets	11	0	0	0	32.00
33.00	<b>TOTAL OTHER ASSETS (Sum of lines 29 - 32)</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33.00</b>
34.00	<b>TOTAL ASSETS (Sum of lines 11, 28, and 33)</b>	<b>2,480,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34.00</b>
<b>Liabilities and Fund Balances</b>						
<b>CURRENT LIABILITIES</b>						
35.00	Accounts payable	70,896	0	0	0	35.00
36.00	Salaries, wages, and fees payable	0	0	0	0	36.00
37.00	Payroll taxes payable	339,437	0	0	0	37.00
38.00	Notes & loans payable (Short term)	0	0	0	0	38.00
39.00	Deferred income	0	0	0	0	39.00
40.00	Accelerated payments	0	0	0	0	40.00
41.00	Due to other funds	0	0	0	0	41.00
42.00	Other current liabilities	0	0	0	0	42.00
43.00	<b>TOTAL CURRENT LIABILITIES (Sum of lines 35 - 42)</b>	<b>410,333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43.00</b>
<b>LONG TERM LIABILITIES</b>						
44.00	Mortgage payable	50,107	0	0	0	44.00
45.00	Notes payable	0	0	0	0	45.00
46.00	Unsecured loans	0	0	0	0	46.00
47.00	Loans from owners:	0	0	0	0	47.00
48.00	Other long term liabilities	507,122	0	0	0	48.00
49.00	<b>DUE TO RELATED PARTIES</b>	<b>60,595</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>49.00</b>
50.00	<b>TOTAL LONG TERM LIABILITIES (Sum of lines 44 - 49)</b>	<b>617,824</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50.00</b>
51.00	<b>TOTAL LIABILITIES (Sum of lines 43 and 50)</b>	<b>1,028,157</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51.00</b>
<b>CAPITAL ACCOUNTS</b>						
52.00	General fund balance	1,452,787	0	0	0	52.00
53.00	Specific purpose fund	0	0	0	0	53.00
54.00	Donor created - endowment fund balance - restricted	0	0	0	0	54.00
55.00	Donor created - endowment fund balance - unrestricted	0	0	0	0	55.00
56.00	Governing body created - endowment fund balance	0	0	0	0	56.00
57.00	Plant fund balance - invested in plant	0	0	0	0	57.00
58.00	Plant fund balance - reserve for plant improvement, replacement, and expansion	0	0	0	0	58.00
59.00	<b>TOTAL FUND BALANCES (Sum of lines 52 thru 58)</b>	<b>1,452,787</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59.00</b>
60.00	<b>TOTAL LIABILITIES AND FUND BALANCES (Sum of lines 51 and 59)</b>	<b>2,480,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60.00</b>

STATEMENT OF CHANGES IN FUND BALANCES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-1

Date/Time Prepared:  
5/18/2021 1:07 pm

		General Fund		Special Purpose Fund		Endowment Fund
		1.00	2.00	3.00	4.00	5.00
1.00	Fund balances at beginning of period		3,990,801		0	1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)		-2,538,014			2.00
3.00	Total (sum of line 1 and line 2)		1,452,787		0	3.00
4.00	Additions (credit adjustments)					4.00
5.00		0		0		5.00
6.00		0		0		6.00
7.00		0		0		7.00
8.00		0		0		8.00
9.00		0		0		9.00
10.00	Total additions (sum of line 5 - 9)		0		0	10.00
11.00	Subtotal (line 3 plus line 10)		1,452,787		0	11.00
12.00	Deductions (debit adjustments)					12.00
13.00		0		0		13.00
14.00		0		0		14.00
15.00		0		0		15.00
16.00		0		0		16.00
17.00		0		0		17.00
18.00	Total deductions (sum of lines 13 - 17)		0		0	18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)		1,452,787		0	19.00
		Endowment Fund		Plant Fund		
		6.00	7.00	8.00		
1.00	Fund balances at beginning of period	0		0		1.00
2.00	Net income (loss) (From Wkst. G-3, line 31)					2.00
3.00	Total (sum of line 1 and line 2)	0		0		3.00
4.00	Additions (credit adjustments)					4.00
5.00			0			5.00
6.00			0			6.00
7.00			0			7.00
8.00			0			8.00
9.00			0			9.00
10.00	Total additions (sum of line 5 - 9)	0		0		10.00
11.00	Subtotal (line 3 plus line 10)	0		0		11.00
12.00	Deductions (debit adjustments)					12.00
13.00			0			13.00
14.00			0			14.00
15.00			0			15.00
16.00			0			16.00
17.00			0			17.00
18.00	Total deductions (sum of lines 13 - 17)	0		0		18.00
19.00	Fund balance at end of period per balance sheet (Line 11 - line 18)	0		0		19.00



STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-2  
Parts I-II  
Date/Time Prepared:  
5/18/2021 1:07 pm

Cost Center Description		Inpatient	Outpatient	Total	
		1.00	2.00	3.00	
<b>PART I - PATIENT REVENUES</b>					
General Inpatient Routine Care Services					
1.00	SKILLED NURSING FACILITY	9,637,334		9,637,334	1.00
2.00	NURSING FACILITY	0		0	2.00
3.00	ICF/IID	0		0	3.00
4.00	OTHER LONG TERM CARE	0		0	4.00
5.00	Total general inpatient care services (Sum of lines 1 - 4)	9,637,334		9,637,334	5.00
All Other Care Services					
6.00	ANCILLARY SERVICES	0	2,549,101	2,549,101	6.00
7.00	CLINIC		0	0	7.00
8.00	HOME HEALTH AGENCY COST		0	0	8.00
9.00	AMBULANCE		0	0	9.00
10.00	RURAL HEALTH CLINIC		0	0	10.00
10.10	FQHC		0	0	10.10
11.00	CMHC		0	0	11.00
11.10	CORF		0	0	11.10
12.00	HOSPICE	0	0	0	12.00
13.00	OTHER (SPECIFY)	0	0	0	13.00
14.00	Total Patient Revenues (Sum of lines 5 - 13) (Transfer column 3 to Worksheet G-3, Line 1)	9,637,334	2,549,101	12,186,435	14.00
Cost Center Description			1.00	2.00	
<b>PART II - OPERATING EXPENSES</b>					
1.00	Operating Expenses (Per Worksheet A, Col. 3, Line 100)			13,561,486	1.00
2.00	Add (Specify)		0		2.00
3.00	FINANCE FEES		271		3.00
4.00			0		4.00
5.00			0		5.00
6.00			0		6.00
7.00			0		7.00
8.00	Total Additions (Sum of lines 2 - 7)			271	8.00
9.00	Deduct (Specify)		0		9.00
10.00			0		10.00
11.00			0		11.00
12.00			0		12.00
13.00			0		13.00
14.00	Total Deductions (Sum of lines 9 - 13)			0	14.00
15.00	Total Operating Expenses (Sum of lines 1 and 8, minus line 14)			13,561,757	15.00

STATEMENT OF PATIENT REVENUES AND OPERATING EXPENSES

Provider No. : 555083

Period:  
From 01/01/2020  
To 12/31/2020

Worksheet G-3

Date/Time Prepared:  
5/18/2021 1:07 pm

		1.00	
1.00	Total patient revenues (From Wkst. G-2, Part I, col. 3, line 14)	12,186,435	1.00
2.00	Less: contractual allowances and discounts on patients accounts	1,210,661	2.00
3.00	Net patient revenues (Line 1 minus line 2)	10,975,774	3.00
4.00	Less: total operating expenses (From Worksheet G-2, Part II, line 15)	13,561,757	4.00
5.00	Net income from service to patients (Line 3 minus 4)	-2,585,983	5.00
<b>Other income:</b>			
6.00	Contributions, donations, bequests, etc	2,571	6.00
7.00	Income from investments	0	7.00
8.00	Revenues from communications ( Telephone and Internet service)	0	8.00
9.00	Revenue from television and radio service	0	9.00
10.00	Purchase discounts	0	10.00
11.00	Rebates and refunds of expenses	0	11.00
12.00	Parking lot receipts	0	12.00
13.00	Revenue from laundry and linen service	0	13.00
14.00	Revenue from meals sold to employees and guests	15,082	14.00
15.00	Revenue from rental of living quarters	0	15.00
16.00	Revenue from sale of medical and surgical supplies to other than patients	0	16.00
17.00	Revenue from sale of drugs to other than patients	0	17.00
18.00	Revenue from sale of medical records and abstracts	0	18.00
19.00	Tuition (fees, sale of textbooks, uniforms, etc.)	0	19.00
20.00	Revenue from gifts, flower, coffee shops, canteen	0	20.00
21.00	Rental of vending machines	0	21.00
22.00	Rental of skilled nursing space	0	22.00
23.00	Governmental appropriations	0	23.00
24.00	WHEELCHAIR RENTAL	30,316	24.00
24.50	COVID-19 PHE Funding	0	24.50
25.00	Total other income (Sum of lines 6 - 24)	47,969	25.00
26.00	Total (Line 5 plus line 25)	-2,538,014	26.00
27.00		0	27.00
28.00		0	28.00
29.00		0	29.00
30.00	Total other expenses (Sum of lines 27 - 29)	0	30.00
31.00	Net income (or loss) for the period (Line 26 minus line 30)	-2,538,014	31.00

**SECTION 999.5(d)(5)(D)**

- (D) A description of any community benefit program provided by the health facility or facility that provides similar health care services during the past five years with an annual cost of at least \$ 10,000 and the annual cost of each program for the past five years.**

Eskaton Fair Oaks, Greenhaven, and Manzanita do not operate any community benefit programs that meet this definition.

## **SECTION 999.5(d)(5)(E)**

- (E) For each health facility or facility that provides similar health care services that is the subject of the agreement or transaction, a description of current policies and procedures on staffing for patient care areas; employee input on health quality and staffing issues; and employee wages, salaries, benefits, working conditions and employment protections. Such description shall include a list of all existing staffing plans, policy and procedure manuals, employee handbooks, collective bargaining agreements or similar employment-related documents.**

### **Policies and Procedures for SNF staffing:**

Eskaton has established policies and procedures to ensure adequate SNF staffing levels at each of the three communities. Attached to this Section are the following:

1. SNF staffing policy;
2. SNF Quality Assessment and Performance Improvement (“QAPI”) Plan.

### **Employee input on health quality and staffing issues:**

Eskaton employees can provide input on health quality and staffing issues in a number of ways, including but not limited to raising the issues to immediate supervisors, the Executive Directors, during staff meetings, and during resident/staff town hall meetings.

Eskaton maintains a Compliance Hotline to which employees can make complaints (anonymously or otherwise) for investigation and follow-up. Eskaton has a Quality and Compliance department which provides support and which can be used by employees to raise concerns or problems.

### **Additional employment-related documents:**

In addition, the following documents are attached to this Section:

3. Employee Benefit Guide;
4. Employee Handbook;
5. Employment Policies and Procedures
6. Employee Wage and Salary Information for Fair Oaks, Greenhaven, and Manzanita
7. Employee Job Descriptions for Fair Oaks, Greenhaven, and Manzanita

Documents containing confidential employee wage and salary information have been provided to the Attorney General under separate cover.

## **SECTION 999.5(d)(5)(E)**

### **1) SNF Staffing Policy**



## Staffing

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### POLICY STATEMENT

Our facility provides adequate staffing to meet the needs of the resident population.

### POLICY INTERPRETATION AND IMPLEMENTATION

1. Our facility, through the Eskaton Administrative Center, furnishes information from payroll records setting forth the average numbers and types of personnel (in full-time equivalents) on each shift during at least one (1) week of each quarter to the State Department of Health and Bureau of Licensure and Certification. Such week is selected by the state agency.
2. Our facility maintains adequate staff on each shift to assure that the resident's needs are met. Inquiries concerning staffing should be referred to the director of nursing services or to the administrator.

Implementation Date: 1997  
Last Revision Date: 03/01/01  
Manual: SNF Administrative Policy Manual

Regulatory Reference Sources	
State	
Federal	483.30(a)(1) & (2)
Other	

## **SECTION 999.5(d)(5)(E)**

### **2) SNF Quality Assessment and Performance Improvement ("QAPI") Plan Policy and Procedure**

## Quality Assessment and Assurance Committee

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### POLICY STATEMENT

The community maintains a Quality Assessment and Assurance committee that identifies and addresses quality issues, and implements corrective action plans as necessary.

### POLICY INTERPRETATION AND IMPLEMENTATION

1. The Executive Director shall serve as the chairperson of the QA & A Committee.
2. The Executive Director may delegate the necessary authority within the appropriate scope of practice for actions and processes to the Quality Assessment and Assurance Committee.
3. The committee shall be a standing committee of the community, and its chairperson shall have direct access and reporting ability to Eskaton's governing board through the Chief Operations Officer / Vice President of Operations.

### Goals of the Committee

The primary goals of the Quality Assessment and Assurance Committee are:

1. To monitor and evaluate the appropriateness and quality of care provided.
2. To provide a means whereby negative outcomes relative to resident care can be identified and resolved through an interdisciplinary approach, and positive outcomes can be reinforced through education and monitoring.
3. To develop and recommend a calendar of key indicators that are reviewed and monitored over the course of a year. These indicators reflect monitoring in the following functional areas:
  - a. Quality of Life
  - b. Clinical Practice
  - c. Resident Choices
  - d. Safety/Risk Management
  - e. Management Practices

### Committee Composition

The Quality Assessment & Assurance Committee will be composed of the following four subcommittees:

- a. Patient Care Policy Committee
- b. Infection Control Committee
- c. Pharmaceutical Service Committee
- d. Patient Safety Committee

### Committee Authority

The Quality Assessment and Assurance Committee functions as an advisory committee to the Chief Operations Officer / Vice President of Operations. The committee has the full authority of the Eskaton governing board to implement quality assessment and assurance activities, including, but not limited to the following tasks:

1. Identifying positive and negative outcomes on direct or indirect resident care;
2. Establishing criteria and standards of practice within the scope of practice of professional organizations, health care regulation, and federal and state requirements, as applicable.

### Committee Membership

1. Vacancies occurring on the committee shall be filled by the chairperson.
2. The committee is comprised of the following four individuals plus a minimum of three other staff members:
  - a. Executive Director
  - b. Director of Nursing Services
  - c. Medical Director
  - d. Pharmacy Consultant



## POLICY INTERPRETATION AND IMPLEMENTATION

### Recording Secretary

1. The committee shall establish a recording secretary.

### Committee Meetings

1. The committee will meet at an appointed time and no less than quarterly.
2. Special meetings may be called by the Executive Director when two (2) or more members of the committee make such a request.

### Committee Reports and Records

1. The minutes of all meetings of the Quality Assessment and Assurance Committee will include, as a minimum, the following information:
  - a. The date and time the committee met;
  - b. The names of committee members present and absent;
  - c. A summary of the plans of correction in progress;
  - d. A summary of negative findings, if any;
  - e. A summary of the plans of correction to be implemented;
  - f. Conclusions and recommendations from the committee; and
  - g. The time the meeting adjourned.

### Confidentiality of Information

1. All committee minutes, reports, findings, plans of corrections, etc. are confidential and shall be filed separately to maintain such confidentiality.
2. Only committee members shall have access to quality assessment and assurance records.
3. Committee members may not discuss or disseminate information which they have obtained as a result of their participation in/on the committee with any person or agency outside the committee.

### Annual Review

The Quality Assessment and Assurance Committee will be responsible for reviewing and making recommendations for changes to policies, procedures, and services at least annually for necessary revisions or changes.

Records of annual reviews or amendments will become a part of the Quality Assessment and Assurance Committee's permanent records.

Implementation Date: 5/1997  
 Last Revision Date: 01/02/15  
 Manual Name: SNF Administrative Policy Manual

Regulatory Reference Sources	
State	Title 22 Section 72525; 483.75 (o); Health & Safety Code 1279.6(a)
Federal	F520
Other	

## **SECTION 999.5(d)(5)(E)**

### **3) Employee Benefit Guide**



2023



# EMPLOYEE BENEFITS GUIDE

# Benefits

## BUILT FOR YOUR NEEDS

At Eskaton, we care about your wellbeing. That's why we provide a comprehensive benefits packet to support your needs.

This guide is here to help you understand your benefits and how to use them. Make sure you take full advantage of the options available to you and select the best coverage for you and your family.

### Benefit Questions?



916.334.0810



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Kimberly.Henderson@eskaton.org

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Disclaimer: read carefully

*This benefits guide briefly describes your benefits choices and your options to enroll. All benefits, and your eligibility for benefits, are subject to the terms and conditions of the benefit plans, including group insurance contracts. This guide is not intended to be a complete description of the benefits and it is not a summary plan description or plan document. In the event of any conflict or discrepancy between this guide and the plan documents, the plan documents will govern. Information contained in this Health Benefits Guide is proprietary and confidential to Eskaton. Eskaton reserves the right to modify or terminate any of the described benefits at any time and for any reason. This guide is not a guarantee of current or future employment or benefits. Some benefit programs require contributions from the employee. Refer to your benefits materials for additional details about any plan.*

# Eligibility

## Who is eligible and when

You are eligible to enroll or make changes to your benefit plans during Eskaton's annual Open Enrollment, which is typically held each November for a January 1 effective date. If you are enrolling as a new hire, your benefits will become effective the first day of the month following 60 consecutive days of employment.

You can also make changes outside of these traditional enrollment periods if you experience a qualifying event, such as marriage, divorce, legal separation, birth, adoption, death in family, spouse loss of other coverage or dependent child reaching limiting age.

Full-Time employees are those working 33+ hours per week and Part-Time employees are those working 25-32 hours per week.

## Eligible dependent definitions by plan

### Medical, dental and vision plans

- Spouse: defined by applicable state law
- Domestic partner: same sex or opposite sex as outlined in this guide
- Dependent children up to age 26
  - Natural or adopted children who can be claimed as your tax dependents
  - Stepchildren whom you support and live with you in a parent-child relationship
  - Children placed in your home for adoption or foster care
  - Any other children you support for whom you are the legal guardian or for whom you are required to provide coverage as the result of a qualified medical child support order

## Domestic partner eligibility criteria

If you are enrolling a domestic partner you will be asked to attest to your domestic partner relationship and that you have met all the eligibility requirements listed below for the previous 12 months:

- Share a common principal place of residence and intend to do so in the future
- Are jointly responsible for each other's basic living expenses
- Both 18 years old or older and are mentally competent to enter into a legally binding contract
- Neither of you are married or a member of another domestic partnership
- Not related by blood to such a degree that you would be prevented from marrying in the state in which you reside
- Agree to notify Eskaton immediately upon your failure to satisfy any of the criteria of domestic partnership
- You understand that it is a fraudulent act to obtain health coverage by misrepresenting any facts stated herein

*Note: The value of health care coverage provided for a domestic partner or any enrolled dependent children of your domestic partner is treated as income to you for federal tax purposes (and in most cases, state tax purposes). Eskaton will report the value of the coverage as income to you on your W-2 Form and will withhold applicable taxes. It is recommended you consult with your tax advisor for more information on how this affects you.*

# Enrollment

## Where to get more information

HRconnection is your 24-hour Employee Benefits resource center! This portal is devoted to providing you with up-to-date information about your insurance benefits. It's here when you need it, any time day or night.

For more information about your benefits, please visit your benefit center HR Connection at:



[hrconnection.com](https://hrconnection.com)

User Name: Eskatonbenefits

- Get the most up-to-date benefit information
- Explore links to useful benefits-related websites
- Review your employee cost share amounts
- Review Summary Plan Descriptions (SPDs) and benefit summaries
- Find network providers in your area

## What happens if you don't enroll

If you are currently enrolled in health benefits and you don't actively enroll during the Open Enrollment period, you will continue to receive your current year's medical, dental, vision, life, and disability insurance coverage for yourself and your covered dependents.

New employees who don't enroll in employer-sponsored benefits within the 45-day period will have to wait until the next Open Enrollment period. If waiving coverage, you must log into <https://n31.ultipro.com> and waive your benefits online.

You will not be able to make changes until the next annual Open Enrollment period or until you experience a qualifying event.

## Making changes

Qualifying events — such as marriage, divorce, legal separation, birth, adoption, death in the family, spouse loss of other coverage, dependent child reaching limiting age — may require you to change your benefits to accommodate your new situation. Following IRS regulations, you can make changes consistent with your life event by notifying Human Resources within 31 days of the date of the event. If you miss the 31 day period, you will have to wait until the next Open Enrollment to change your benefits.



# Medical Insurance

## HealthComp TPA

Eskaton employees have access to the Anthem PPO network of providers and facilities. HealthComp Administrators is the Third Party Administrator (TPA) and will house your eligibility and pay your claims. When you use an Anthem PPO in-network provider, you will receive a higher level of benefit coverage. When you use a provider outside of the Anthem network, you will pay more out-of-pocket.

You can access your account through the HealthComp TPA at: [healthcomp.com](http://healthcomp.com) or download the app, HCOOnline for your smartphone. You can view benefits, enrollment, claims history, your Explanation of Benefits (EOB), inquire about claims and request an ID card and more.

### PPO plan

	In-network	Out-of-network
<b>Provider network</b>	Anthem Blue Cross	N/A
<b>Calendar deductible</b>	\$250 Individual / \$750 Family	\$1,000 Individual / \$3,000 Family
<b>Calendar out-of-pocket maximum</b>	\$2,000 Individual / \$6,000 Family	\$4,000 Individual / \$8,000 Family
<b>Coinsurance</b>	20%	40%
<b>Office visit / Telemedicine</b>	\$20 copay	40% after deductible
<b>Specialist visit</b>	\$40 copay	40% after deductible
<b>LiveHealth Online</b> (virtual visit)	No charge	Not covered
<b>Preventive services*</b>	No charge	Not covered
<b>Diagnostic</b> (lab & x-ray)	\$20 copay	40% after deductible
<b>Hospital Inpatient</b>	\$100 copay + 20% after deductible	\$100 copay + 40% after deductible
<b>Hospital Outpatient</b>	20% after deductible	40% after deductible
<b>Emergency room</b> (waived if admitted)	\$100 copay	\$100 copay + 40% after deductible
<b>Urgent Care</b>	\$50 copay	\$50 copay + 40% after deductible
<b>Chiropractic / acupuncture</b> (up to 20 visits/year)	\$15 copay	40% coinsurance after deductible
<b>Prescription drugs - Retail**</b> (30-day supply)	Generic: \$15 copay Formulary/Brand: \$30 copay	Generic: \$30 copay Formulary/Brand: \$60 copay
<b>Mail order &amp; Retail**</b> (100-day supply)	Generic: \$30 copay Formulary/Brand: \$60 copay	Not covered
<b>CanRx***</b>	\$0 copay	Not covered

\*Preventive services include adult and children annual physicals, routine mammogram, pap smear, and routine prostate exam and tests. See Summary Plan Description for details.

\*\*Prescriptions drug copays does not accrue toward the calendar year out-of-pocket maximum.

\*\*\*Only applicable to certain drugs. Members who qualify for CanRx will receive notification by mail.

This is intended to be a guide. For a complete description, refer to the summary plan documents. If there is a

# Dental Insurance

## HealthComp TPA

Eskaton's dental coverage provided through HealthComp TPA allows you to receive care from any licensed dentist of your choice. Below is a summary of the key features and costs.

<b>HealthComp</b>	
<b>In-network</b>	
<b>Deductible</b>	\$50 Individual
<b>Annual benefit maximum</b>	\$1,500 per person
<b>Preventive</b>	100% (deductible waived)
<b>Basic services</b>	80% after deductible
<b>Major services</b>	80% after deductible
<b>Orthodontics eligibility</b>	Adults and dependent children
<b>Orthodontics services</b>	50% after deductible
<b>Orthodontics lifetime maximum</b>	\$1,000 per person

# Vision Insurance

## HealthComp TPA

Eskaton's vision coverage allows you to receive vision services through any provider of your choice. Below is a summary of covered services and costs.

<b>HealthComp</b>	
<b>In-network</b>	
<b>Copays</b>	Exam: \$10 copay Materials: \$25 copay
<b>Exams (every 12 months)</b>	100% after copay
<b>Lenses (every 12 months)</b>	Single Vision - up to \$70 Lined Bifocals - up to \$90 Lined Trifocals - up to \$130 Lenticular/Progressive - up to \$130
<b>Frames (every 24 months)</b>	up to \$150
<b>Contacts</b>	up to \$105 with additional lens allowance up to \$150 every 24 months

*This is intended to be a guide. For a complete description, refer to the summary plan documents. If there is a discrepancy, the plan documents govern.*



# 2023 Employee Cost Summary

When you elect medical, dental, or vision coverage through Eskaton, your monthly contributions noted below are deducted from your pay before income and Social Security taxes are withheld. This means that you will not have to pay federal income tax, Social Security tax or Medicare tax on the amount of your premium payments that are paid each pay period. You may wish to consult your legal and/or tax advisor regarding the actual tax savings you may realize.

Domestic partner elections may be subject to imputed income tax, per IRS regulations.

## Plan Elections

## Employee's Premium

	Total Monthly Rate	Eskaton Monthly Cost	Employee Monthly Cost	Employee Per Pay Period Cost
<b>Medical PPO Plan - Full-Time 35+hours/week</b>				
Employee Only	\$1,122.24	\$1,002.24	\$120.00	\$60.00
Employee + One Dependent	\$2,150.80	\$1,725.80	\$425.00	\$212.50
Employee + Family	\$2,933.03	\$2,238.03	\$695.00	\$347.50
<b>Medical PPO Plan - Part-Time 25-34 hours/week</b>				
Employee Only	\$1,122.24	\$997.24	\$125.00	\$62.50
Employee + One Dependent	\$2,150.80	\$1,705.80	\$445.00	\$222.50
Employee + Family	\$2,933.03	\$2,208.03	\$725.00	\$362.50
<b>Dental and Vision Package - Full Time 35+ hours/week and Part-Time 25-34 hours/week</b>				
Employee Only	\$59.01	\$44.01	\$15.00	\$7.50
Employee + One Dependent	\$117.70	\$82.70	\$35.00	\$17.50
Employee + Family	\$164.79	\$99.79	\$65.00	\$32.50

# Additional Benefits

## Aflac Supplemental Insurance

### Aflac is different from health insurance

Major medical pays for doctors, hospitals, and prescriptions. Aflac pays cash directly to you, unless otherwise assigned, to help with daily expenses due to a covered illness or accident. The benefits are predetermined and paid regardless of any other insurance you have. You can use your Aflac benefits check to help pay for groceries, child care, or rent. It's totally up to you. When you have an Aflac policy-it's yours. You own it. Even if you change jobs or retire, you can take your Aflac policy with you.

### Aflac pays you cash benefits even when you're healthy

We want you to be healthy-that's why several of our policies promote preventive care. When you're sick or hurt, the last thing you need is a complicated form to fill out. Aflac benefits are easy to understand, and you can file most claims online or with an App on your phone!

Your Aflac representative is: **Lisa Garland 916.780.0959** [lisa@teamgarland.com](mailto:lisa@teamgarland.com)

## Employee Assistance Program

### CONCERN

Eskaton Provides an Employee Assistance Program (EAP) to all benefited employees and their dependents through CONCERN. CONCERN is a confidential short-term counseling and referral service designed to provide you and your family with assistance in managing every day

concerns. Some of the services offered include:

- Short-term counseling – up to 5 visits per incidence per family member per 12 month period
- Parenting and childcare resources and referrals
- Legal consultations
- Financial counseling
- Eldercare resources and referrals
- Online wellness resources to include monthly webinars
- eM Life – a suite of evidence-based live and on-demand mindfulness solutions

Available from a smart phone, tablet or computer, CONCERN offers a digital platform that is the front door to everything CONCERN has to offer. It combines technology, counseling, self-help tools, life balance resources, and compassionate human interaction all in one place.

Getting started:

Visit [concernhealth.com](http://concernhealth.com) and log in with our company code (Eskaton) and follow any of the in-page links to begin. For questions about CONCERN or for immediate live support, please call 800.334.4222. Help is available 24/7 365 days per year.

# Income Protection

## Basic Life & AD&D

### Lincoln Financial Group

As an eligible employee, you are provided with basic life insurance and Accidental Death & Dismemberment (AD&D) coverage at no cost to you. Life insurance pays funds to your designated beneficiaries after your death, while AD&D pays an amount equal to your life insurance in the event of an accidental death or for certain accidental injuries.

	Carrier	Coverage	Maximum Benefit
<b>Basic Life and Accidental Death &amp; Dismemberment (AD&amp;D)</b>	Lincoln Financial Group	\$10,000	\$10,000

## California State Disability (SDI)

California State Disability Insurance (SDI) is a state disability program available to you if you become disabled due to a non-work related accident or illness. Once you have been disabled for seven consecutive days, you may receive 60-70% of your weekly earnings, up to the CA SDI/EDD set weekly max for a maximum of 52 weeks.

	Carrier	Coverage	Maximum Benefit
<b>Short-Term Disability</b>	California State Disability Insurance (SDI)	60-70% of average weekly wages, based on past earnings as calculated by the EDD	Determined by the EDD



# Voluntary Income Protection

## Voluntary Life & AD&D

### Lincoln Financial Group

In addition to the basic life insurance plan, you are eligible to purchase additional amounts of individual term life insurance and Accidental Death & Dismemberment (AD&D) for yourself, your spouse or domestic partner, and your children. Should you leave the company, your life coverage is portable if you apply within 31 days of your termination date.

	Coverage	Maximum Benefit	Guaranteed Issue*	Benefits Reduction Schedule
<b>Employee Vol. Life &amp; AD&amp;D</b>	Increments of \$10,000, max 5x annual salary	\$500,000	\$200,000	Age 70: 65% Age 75: 45% Age 80: 30% Age 85+: 15%
<b>Spouse Vol. Life &amp; AD&amp;D</b>	Increments of \$10,000, up to 100% of employee coverage	\$500,000	\$30,000	
<b>Child(ren) Vol. Life only</b>	\$10,000 or \$20,000	\$500 (birth-13 days) \$2,000 (14 days-6 mos) \$20,000 (6 mos-26 years)	\$20,000	N/A

\*Guarantee issue only applies when you are newly eligible for the plan. Amounts requested above the guaranteed issue amount will require an Evidence of Insurability (EOI) form before the higher level of coverage is effective.

## Voluntary Long-Term Disability

### Lincoln Financial Group

Once you have been disabled due to an accident or illness for 90 consecutive days, your Voluntary Long Term Disability (LTD) coverage begins. If you pay your premiums with post-tax dollars, your benefits will not be taxed. If you pay your premiums with pre-tax dollars, your benefits will be taxed. Your LTD benefit will not be reduced by the amount of other income replacement benefits you may receive for the same disability. Your LTD benefits are payable for the period during which you continue to meet the definition of disability up to age 65, but not less than five years. If your disability occurs at or after age 65, benefits would be paid for a reduced period of time.

	Coverage	Maximum benefit	Elimination period	Maximum duration
<b>Voluntary Long-Term Disability</b>	60% of your monthly salary	\$5,000	90 days	Social Security Normal Retirement Age

# Voluntary Program Rates

## Voluntary Life and AD&D Insurance\*

### Employee/Spouse

Age	<29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
Monthly Cost per \$10,000	\$0.93	\$0.97	\$1.36	\$2.12	\$3.40	\$5.44	\$8.50	\$12.32	\$18.78	\$30.85	\$32.44

### Child(ren)

Age 1 day to 14 days coverage amount	\$500
Age 14 days to 6 months coverage amount	\$2,000
6 months to age 19 coverage amount	\$10,000 - \$20,000
Total Monthly Cost per \$10,000	\$2.30

## Voluntary Long Term Disability Insurance Monthly Premiums\*\*

Age	<29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Monthly Cost per \$100	\$0.21	\$0.35	\$0.58	\$0.89	\$1.24	\$1.61	\$2.05	\$1.72	\$1.35	\$1.17

\* Amounts requested above the guaranteed issue amount will require an Evidence of Insurability (EOI) form before the higher level of coverage is effective; must be in Increments of \$10,000.

\*\* Maximum benefit available \$5,000





# Retirement Plan

## The Eskaton 401(k) Plan

All benefit eligible employees can participate in the Eskaton 401(k) plan when they have satisfied the following requirements:

- 18 years of age or older
- Have completed 90 days of service

Eskaton offers a 100% company match on the first 4% of eligible employee contributions.

Examples:

Employee pre-tax contribution	1%	2%	3%	4%	5% or more
Eskaton matching contribution	1%	2%	3%	4%	4%

Don't miss out!

**You MUST enroll in the 401(k) and contribute to receive matching Eskaton funds.**

Please see your community business office for additional information and enrollment material.



# Health and Wellness Program

At Eskaton, we take great pride in our employees and their well-being

## Annual health risk assessments

Health Risk Assessments and biometric screenings reveal if employees have or are at risk of developing chronic conditions. Screenings include: cholesterol, glucose, blood pressure, height, weight, BMI, waist circumference and body fat. Eskaton employees who participate in the free annual confidential screening receive \$30 in their paycheck.

Live Well for Life Program through Sutter Health:

- Assistance with locating primary care physicians
- Website for wellness resources is: [sutterhealth.org/livewellforlife](https://sutterhealth.org/livewellforlife)

## Smoking cessation program

Eskaton offers a smoking cessation program for ALL employees. Eskaton will reimburse employees the cost to enter into a smoking cessation program, up to \$150, which is the cost of three sessions at Sutter Express Care (you may choose to enter any smoking cessation program). Employees must attend all sessions, provide proof of completion and be smoke-free for 30 days for reimbursement.

Smoking cessation prescription medication is offered through Eskaton's health plan, applicable pharmacy co-payments apply.

## 24-hour NurseLine

The Anthem network provides access to registered nurses who are trained to help you and your family make more informed decisions about your health. This service is available 24 hours a day, 7 days a week to those enrolled in the Eskaton health plan and is strictly confidential. If you would rather not discuss your medical condition over the phone, you can listen to confidential recorded messages on more than 300 health topics by selecting the Audio Health Library at 800.700.0197.

## Mommies 2-B program

This program is designed to assist members enrolled in the Eskaton health plan in giving their babies a healthy start. Once a pregnancy is confirmed, a HealthComp M2B nurse will reach out to the expecting participants to enroll them in the program if they choose to participate.

## Employee wellness program

Our goal is for every employee to reach their optimal wellness. The program encourages and cultivates healthy lifestyles by providing the following:

- Smoke-free campuses
- Discounts on gym memberships
- Monthly wellness newsletters
- Preventative Health Care
- No cost flu shots
- Fun wellness campaigns and challenges
- Company-sponsored local events
- Incentives for participation
- Wellness champions at each community
- LiveHealth Online

For more Wellness information follow us on



@eskatonemployeewellness

# LiveHealth Online

## Anthem LiveHealth Online

Have a health question? Under the weather? With LiveHealth Online, you don't even have to leave your home or office. Doctors can answer questions, make a diagnosis, and even prescribe basic medications when needed (as legally permitted in certain states). Enroll for free at [livehealthonline.com](https://livehealthonline.com) or download the app for your smartphone.

### With LiveHealth Online, you get:

- Immediate doctor visits through live video
- Your choice of U.S. board-certified doctors
- Private, secure and convenient online visits

### Who are the doctors who use LiveHealth Online?

- U.S. board-certified
- Average 15 years practicing medicine
- Specially trained for online visits

### When can you use LiveHealth Online?

As always, you should call 911 with any emergency. Otherwise, you can use LiveHealth Online whenever you have a health concern and don't want to wait. Doctors are available 24 hours a day, seven days a week, 365 days a year. Health plan enrollment is not required to participate in this benefit.

Some of the most common uses include:

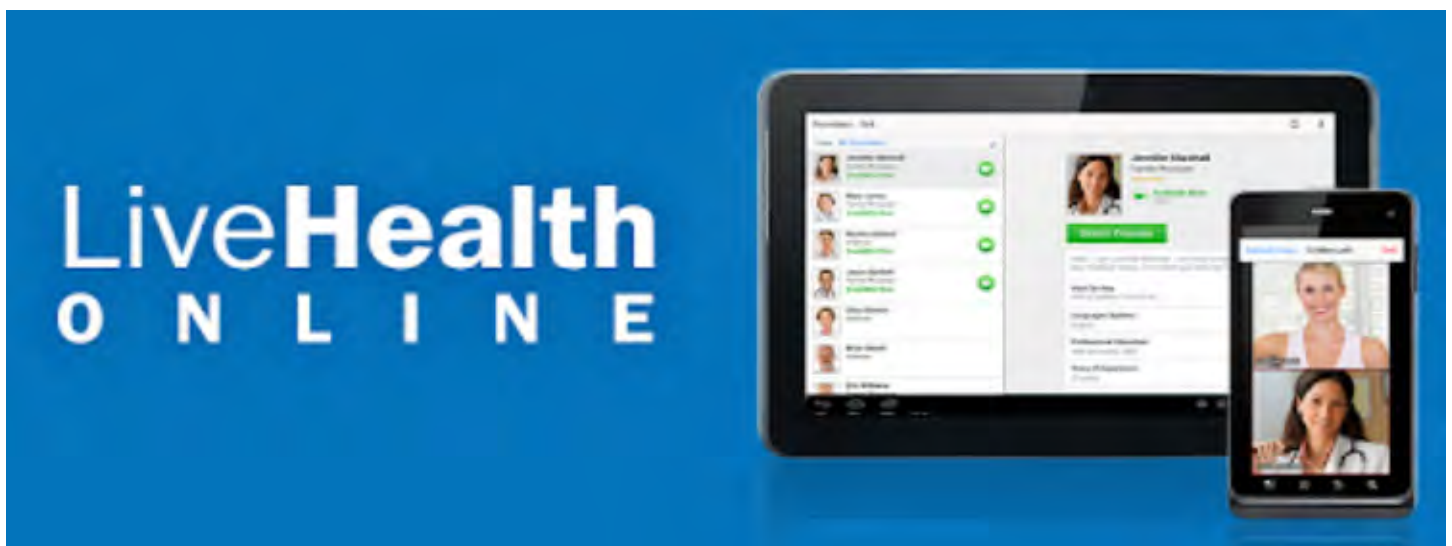
- Allergies
- Family health question
- Cold and flu like symptoms such as cough, fever and headaches

### Download the Anthem LiveHealth Online mobile app now

[apple.com](https://apple.com)






[play.google.com/store](https://play.google.com/store)





# Gym Membership Discounts

Gym	Enrollment Fees	Monthly Dues		Annual Fee
	Cost depends on membership option	10% off Current Pricing		\$49.99
	\$1	Individual Couple Family of 3 Family of 5 Family of 5+	\$59.99 \$89.99 \$104.99 \$119.99 \$134.99	Individual \$29.99 Couple \$39.99 Family \$49.99
	\$0	Individual \$24.99 Family add on at the same rates!  *Signature Gyms (Bay Area) rates vary depending on one or multi club access		\$39.99  Signature Gyms (Bay Area) \$79.99



Contact Catherine Graham for a current rate sheet  
 Catherine.Graham@eskaton.org or  
 call 916-334-8010 x 10073

Bring proof of employment with you at the time of signing

**ENJOY SAVINGS ON EVERYDAY PURCHASES WITH ACCESS PERKS**

**Employee discounts from over 1 million restaurants, retailers, theme parks & more**

300+ restaurants in Sacramento  
 700+ popular online brands  
 35,000+ retailers in California  
 31% off avg. discount



- Savings of up to 50% off
- Online print-and-save coupons
- Show-your-phone mobile coupon app

**How to START SAVING**

1. Go to **Eskaton.AccessPerks.com**
2. Register with your **EMPLOYEE ID NUMBER**
3. Enjoy the savings!

To download the app, search "Access Perks" at:



**REAL SAVINGS AT PLACES LIKE:**



**Tell us where you would like to save!**  
 Refer your favorite business through the link at the bottom of our savings website  
**Eskaton.AccessPerks.com**

# Contact Information

Plan Type/Provider	Website	Phone
<b>Medical</b>		
Anthem PPO	anthem.com/ca	800.442.7247
Anthem-chiropractic/acupuncture	anthem.com/ca	800.442.7247
LiveHealth Online	livehealthonline.com	855.603.7985
Administrator - HealthComp TPA Group #D70	healthcomp.com	800.442.7247
Anthem 24/7 Nurseline	Not Applicable	800.700.0197
Rx - Flex Scripts	flexscripts.com	800.603.7796
<b>Dental</b>		
HealthComp TPA Group #D70	healthcomp.com	800.442.7247
<b>Vision</b>		
HealthComp TPA Group #D70	healthcomp.com	800.442.7247
<b>Basic Life/AD&amp;D - Company Paid</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Voluntary Life/AD&amp;D</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Voluntary Long Term Disability</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Employee Assistance Program</b>		
CONCERN Group #940/Eskaton	concern-eap.com	800.344.4222
<b>Sutter Live Well for Life Program</b>		
Sutter	sutterhealth.org/livewellforlife	Not Applicable
<b>Individual Voluntary Benefits</b>		
AFLAC	lisa@teamgarland.com	916.780.0959
<b>Wellness Program</b>		
Employee Wellness Program on Citrix	Not Applicable	916.334.0810

**For the above group health benefit programs contact: Human resources**

Eskaton offers you and your dependents a comprehensive benefits program. If you have questions regarding claims, eligibility, plan details, etc. on any of your health benefit programs, please contact the Eskaton Human Resources Department.

- **Sylvia Bohrer** 916.334.0810, [sylvia.bohrer@eskaton.org](mailto:sylvia.bohrer@eskaton.org)
- **Kimberly Henderson**, 916.334.0810, [kimberly.henderson@eskaton.org](mailto:kimberly.henderson@eskaton.org)

# 2023 Legal Notices

*The Health Insurance and Portability and Accountability Act of 1996 (HIPAA). HIPAA places limitations on a group health plan's ability to impose preexisting condition exclusions, provides special enrollment rights for certain individuals and prohibits discrimination in group health plans based on health status. In addition, HIPAA establishes a set of national standards to address the use and disclosure of individuals' health information – called protected health information.*

## **HIPAA Notice of Availability of Notice of Privacy Practices**

This Plan is required by law to provide notice of the Plan's duties and privacy practices with respect to covered individuals' protected health information by providing a Notice of Privacy Practices (NOPP) to participants. The Plan's NOPP is available upon request. To obtain a copy of the NOPP, or for more information regarding the Plan's privacy policies or your rights under HIPAA, contact Eskaton at 916.334.0810.

## **HIPAA Special Enrollment Rules**

HIPAA requires we notify you about your right to later enroll yourself and eligible dependents for coverage in Eskaton health plan under "special enrollment provisions" briefly described below.

- **Loss of Other Coverage.** If you decline enrollment for yourself or for an eligible dependent because you have other group health plan coverage or other health insurance, you may be able to enroll yourself and your dependents under Eskaton health plan if you or your dependents lose eligibility for that other coverage, or if the other employer stops contributing toward your or your dependents' other coverage. You must request enrollment within 30 after you or your dependents' other coverage ends, or after the other employer stops contributing toward the other coverage.
- **New Dependent by Marriage, Birth, Adoption, or Placement for Adoption.** If you gain a new dependent as a result of a marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents under Eskaton health plan. You must request enrollment within 30 after the marriage, birth, adoption, or placement for adoption. In the event you acquire a new dependent by birth, adoption, or placement for adoption, you may also be able to enroll your spouse, if your spouse was not previously covered.
- **Enrollment Due to Medicaid/CHIP Events.** If you or your eligible dependents are not already enrolled in Eskaton health plan, you may be able to enroll yourself and your eligible dependents if: (i) you or your dependents lose coverage under a state Medicaid or children's health insurance program (CHIP), or (ii) you or your dependents become eligible for premium assistance under state Medicaid or CHIP. You must request enrollment within 60 days from the date of the Medicaid/CHIP event. The CHIP Model Notice containing additional information about this right as well as contact information for state assistance is included below. You may also request a copy from your plan administrator.

Please contact Eskaton at 916.334.0810 for details, including the effective dates of coverage applicable to each of these special enrollment provisions. Additional information regarding your rights to enroll in group health coverage is found in the applicable group health plan



## Notice Regarding Wellness Program

Eskaton Properties, Inc. Live Well for Life Program through Sutter Health is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You will also be asked to complete a biometric screening, which will include a routine blood test. You are not required to complete the HRA or to participate in the blood test or other medical examinations.

However, employees who choose to participate in the wellness program will receive an incentive of \$30.00 for completing the HRA and biometric screening. Although you are not required to complete the HRA or participate in the biometric screening, only employees who do so will receive \$30.00.

Additional incentives of up to \$150.00 may be available for eligible employees who participate and complete the Smoking Cessation Program. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting Eskaton at 916.334.0810.

The information from your HRA and the results from your biometric screening are confidential and will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the wellness program. You also are encouraged to share your results or concerns with your own doctor.

## Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Eskaton Properties, Inc. may use aggregate information it collects to design a program based on identified health risks in the workplace, Eskaton Properties, Inc. Live Well for Life Program through Sutter Health will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) a registered nurse, a doctor, or a health coach in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Eskaton at 916.334.0810.

### **Notice of Grandfathered Health Plan Status**

Eskaton believes this Medical PPO Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the “Affordable Care Act”). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Medical PPO Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans. For example, the requirement for the provision of preventative health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on essential health benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Eskaton at 916.334.0810. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 866.444.3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

## Women's Health & Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- ▶ All stages of reconstruction of the breast on which the mastectomy was performed;
- ▶ Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- ▶ Prostheses; and,
- ▶ Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance or copays applicable to other medical and surgical benefits provided under this Plan. Therefore, the deductibles and coinsurance shown in the medical section of this guide apply.

If you would like more information on WHCRA benefits, call Eskaton at: 916.334.0810

Issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## Medicare Part D Creditable Coverage Notice

### Important Notice from Eskaton About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage offered by the group health plan through Eskaton and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

## **There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:**

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Eskaton has determined that the prescription drug coverage offered by the group health plan through Eskaton is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you decide to join a Medicare drug plan, your current coverage through Eskaton will be affected. Should you join a Medicare drug plan, you can keep your Eskaton group coverage and your Medicare Part D plan will coordinate with the group plan. Please see your group plan policies for full coordination details. See pages 7- 9 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.

If you do decide to join a Medicare drug plan and drop your current group health coverage with Eskaton, be aware that you and your dependents will not be able to get this coverage back until the next open enrollment period or after a qualifying event, subject to the terms and requirements of such group medical plan.

### **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current group health coverage through Eskaton and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.



If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

**For More Information About This Notice Or Your Current Prescription Drug Coverage:**

Contact the person listed below for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Eskaton changes. You also may request a copy of this notice at any time.

**For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

**For more information about Medicare prescription drug coverage:**

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1.800.MEDICARE (1.800.633.4227). TTY users should call 1.877.486.2048

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1.800.772.1213 (TTY 1.800.325.0778).

**Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).**

For purposes of this notice, the plan administrator is:  
Eskaton Human Resources  
916.334.0810

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1- 877-KIDS-NOW or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan. If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call 1- 866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2022. Contact your State for more information on eligibility:

### **ALABAMA Medicaid**

Website: <http://myalhipp.com/>  
Website: Phone: 1- 855-692-5447

### **ALASKA Medicaid**

The AK Health Insurance Premium Payment Program  
Website: <http://myakhipp.com/>  
Phone: 1-866-251-4861  
Email: [CustomerService@MyAKHIPP.com](mailto:CustomerService@MyAKHIPP.com)  
Medicaid Eligibility: <http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx>

### **ARKANSAS Medicaid**

Website: <http://myarhipp.com/>  
Phone: 1.855.MyARHIPP (855.692.7447)

### **CALIFORNIA Medicaid**

Website: Health Insurance Premium Payment (HIPP) Program  
<http://dhcs.ca.gov/hipp>  
Phone: 916-445-8322  
Email: [hipp@dhcs.ca.gov](mailto:hipp@dhcs.ca.gov)

### **COLORADO Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus(CHHP+)**

Health First Colorado Website:  
<https://www.healthfirstcolorado.com/>  
Health First Colorado Member Contact Center:  
1- 800-221-3943/ State Relay 711  
CHP+: <https://www.colorado.gov/pacific/hcpf/child-health-plan-plus>  
CHP+ Customer Service: 1-800-359-1991/  
State Relay 711  
Health Insurance Buy-In Program (HIBI):  
<https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program>  
HIBI Customer Service: 1- 855-692-6442

### **FLORIDA Medicaid**

Website: <https://www.flmedicaidtprecovery.com/flmedicaidrecovery.com/hipp/index.html>  
Phone: 1-877-357-3268

**Georgia Medicaid**

Website: <https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp>  
Phone: 678-564-1162 ext 2131

**INDIANA Medicaid**

Healthy Indiana Plan for low-income adults 19-64  
Website: <http://www.in.gov/fssa/hip/>  
Phone: 1-877-438-4479  
All other Medicaid  
Website: <https://www.in.gov/medicaid/>  
Phone 1-800-457-4584

**IOWA Medicaid**

Medicaid Website:  
<https://dhs.iowa.gov/ime/members>  
Medicaid Phone: 1-800-338-8366  
Hawki Website:  
<http://dhs.iowa.gov/Hawki>  
Hawki Phone: 1-800-257-8563  
HIPP Website: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp>  
HIPP Phone: 1-888-346-9562

**KANSAS Medicaid**

Website: <https://www.kancare.ks.gov/>  
Phone: 1-800-792-4884

**KENTUCKY Medicaid**

Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  
<https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx>  
Phone: 1-855-459-6328  
Email: [KIHIPP.PROGRAM@ky.gov](mailto:KIHIPP.PROGRAM@ky.gov)  
KCHIP Website: <https://kidshealth.ky.gov/Pages/index.aspx>  
Phone: 1-877-524-4718  
Kentucky Medicaid Website: <https://chfs.ky.gov>

**LOUISIANA Medicaid**

Website: [www.medicaid.la.gov](http://www.medicaid.la.gov) or [www.ldh.la.gov/lahipp](http://www.ldh.la.gov/lahipp)  
Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)

**MAINE Medicaid**

<https://www.maine.gov/dhhs/ofl/applications-forms>  
Phone: 1-800-442-6003 TTY: Maine relay 711

**MASSACHUSETTS Medicaid and CHIP**

Website: <https://www.mass.gov/info-details/masshealth-premium-assistance-pa>  
Phone: 1-800-862-4840

**MINNESOTA Medicaid**

Website:  
<https://mn.gov/dhs/people-we-serve/children-and-families/health-care-programs/programs-and-services/other-insurance.jsp>  
Phone: 1-800-657-3739

**MISSOURI Medicaid**

Website:  
<http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>  
Phone: 573-751-2005

**Montana Medicaid**

Website: <http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP>  
Phone 1-800-694-3084

**NEBRASKA Medicaid**

Website: <http://www.ACCESSNebraska.ne.gov>  
Phone: 1-855-632-7633  
Lincoln: 402-473-7000  
Omaha: 402-595-1178

**NEVADA Medicaid**

Medicaid Website: <http://dhcfnv.gov>  
Medicaid Phone: 1-800-992-0900

**NEW HAMPSHIRE Medicaid**

Website: <https://www.dhhs.nh.gov/oii/hipp.htm>  
Phone: 603-271-5218  
Toll free number for the HIPP program:  
1-800-852-3345, ext 5218

**NEW JERSEY Medicaid and CHIP**

Medicaid Website:  
<http://www.state.nj.us/humanservices/dmahs/clients/medicaid/>  
Medicaid Phone: 609-631-2392  
CHIP Website: <http://www.njfamilycare.org/index.html>  
CHIP Phone: 1-800-701-0710

**NEW YORK Medicaid**

Medicaid Website:  
Website: <https://www.health.ny.gov/care/medicaid/>  
Phone: 1-800-541-2831

**NORTH CAROLINA Medicaid**

Website: <https://medicaid.ncdhhs.gov/>  
Phone: 919-855-4100

**NORTH DAKOTA Medicaid**

Website: <https://medicaid.ncdhhs.gov/>  
Phone: 919-855-4100

**OAKLAHOMA Medicaid and CHIP**

Website: <http://www.insureoklahoma.org>  
Phone: 1-888-365-3742

**OREGON Medicaid**

Website: <http://healthcare.oregon.gov/Pages/index.aspx>  
<http://www.oregonhealthcare.gov/intex-es.html>  
Phone: 1-800-699-9075

**PENNSYLVANIA Medicaid**

Website: <https://www.dhs.pa.gov/Provider's/Pages/Medical/HIPP-Program.aspx>  
[pages/hipp.htm](https://www.dhs.pa.gov/Provider's/Pages/Medical/HIPP-Program.aspx)  
Phone: 1-800-692-7462

**RHODE ISLAND Medicaid and CHIP**

Website: <http://www.eohhs.ri.gov/>  
Phone: 1-855-697-4347, or 401-462-0311  
(Direct Rite Share Line)

**SOUTH CAROLINA Medicaid**

Website: <http://www.scdhhs.gov>  
Phone: 1-888-549-0820

**SOUTH DAKOTA Medicaid**

Website: <http://dss.sd.gov>  
Phone: 1-888-828-0059

**TEXAS Medicaid**

Website: <http://gethipptexas.com/>  
Phone: 1-800-440-0493

**UTAH Medicaid**

Medicaid Website: <https://medicaid.utah.gov/>  
CHIP Website: <http://health.utah.gov/chip>  
Phone: 1-877-543-76

**VERMONT Medicaid**

Website: <http://www.greenmountaincare.org/>  
Phone: 1-800-250-8427

**WASHINGTON Medicaid**

Website: <https://www.hca.wa.gov/>  
Phone: 1-800-562-3022

**WEST VIRGINIA Medicaid**

Website: <http://mywvhipp.com/>  
Toll-free phone: 1-855-MyWVHIPP  
(1-855-699-8447)

**WISCONSIN Medicaid and CHIP**

Website: <https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm>  
Phone: 1-800-362-3002

**WYOMING Medicaid**

Website: <https://health.wyo.gov/health-carefin/medicaid/programs-and-eligibility/>  
Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since July 31, 2022, or for more information on special enrollment rights, contact either:

U.S. Department of Labor Employee  
Benefits Security Administration

[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human  
Services Centers for Medicare & Medicaid  
Services

[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

## Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [opr@dol.gov](mailto:opr@dol.gov) and reference the OMB Control Number 1210-0137. OMB Control Number 1210-0137 (expires 1/31/2023)

## Health Insurance Marketplace Coverage Notice

### PART A: General Information

When key parts of the health care law took effect in 2014, there was a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the Marketplace and employment-based health coverage offered by Eskaton.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting as early as January 1.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

## Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the annual cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

## How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact Eskaton at 916.334.0810.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area. An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name Eskaton	4. Employer Identification Number (EIN) Refer to business office	
5. Employer Address 5105 Manzanita Avenue	6. Employer Phone Number 916-334-0810	
7. City Carmichael	8. State California	9. Zip Code 95608
10. Who can we contact about employee health coverage at this job? Sylvia Bohrer, Human Resources		
11. Phone Number (if different from above) 916.334.0810	12. Email Address sylvia.bohrer@eskaton.org	

### Here is some basic information about health coverage offered by this employer:

As your employer, we offer a health plan to:

- All employees.
- Regular full time employees who regularly work more than 30 hours per week.

With respect to dependents:

- We do offer coverage. Eligible dependents are:
- Spouse, same-sex or opposite sex domestic partner (see Benefits Guide for specifics)
  - Unmarried, dependent children under the age 26 provided that the child is not offered group insurance through their own employer
  - Dependent child with a physical or mental disability as defined by the Social Security Administration
- We do not offer coverage.
- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.\*

\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find if you can get a tax credit or lower your monthly premiums.







# ESKATON<sup>®</sup>

AGE is *Beautiful*



ESKATON\_003252

## **SECTION 999.5(d)(5)(E)**

### **4) Employee Handbook**



# Employee Handbook

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**Revised January 2023  
(Electronic Version Only)**



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**SECTION**

**1**

**ESKATON**

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**EMPLOYEE HANDBOOK**

**EMPLOYMENT  
AT  
ESKATON**

# INTRODUCTION – WELCOME TO ESKATON!

## Letter From Our CEO

*Welcome to Eskaton! You are now a member of Northern California's premier nonprofit senior living and services organization. In addition to independent and assisted living communities, Eskaton offers the region's older adults a diverse spectrum of services that includes affordable senior housing, skilled nursing and rehabilitation, home-based services, as well as educational resources and information for the wider community.*

*Our goal is to provide the highest quality care to our residents, as well as best-in-class lodging and services. Eskaton recognizes that our employees are essential to creating holistic, supportive and innovative environments that provide our residents every possible advantage. It is through, and with, our employees that Eskaton is successful in maintaining its excellent reputation as a quality care provider.*

*To fulfill our mission of improving the lives of older adults, Eskaton employees must be highly-skilled, well-trained, dependable and respectful individuals who care a great deal about those they serve. Congratulations on being chosen to be a part of the Eskaton team!*

*Welcome and best wishes.*

*Todd Murch*  
CEO

# INTRODUCTION – WELCOME TO ESKATON!

## Who We Are

Eskaton, a regional nonprofit senior living and aging services provider, has been dedicated to enhancing the lives of older adults in the Sacramento Area and throughout Northern California for over 50 years. Purpose-driven, inclusive, and transparent in all that we do, the Eskaton difference lies in our life-enriching signature programs and comprehensive continuum of care. Through the power of partnerships, Eskaton seeks to better serve our community by offering more diverse choices and integrating technological advancements into daily living. With a national reputation for innovation, Eskaton remains focused on creating a culture of purposeful living and being a catalyst for change. We aim to create a more positive perception of aging by challenging existing stigmas and expanding the possibilities of living well, regardless of age or ability.

## Mission Statement

Eskaton's primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services.

## Vision

*Transforming the Aging Experience*

## Our Culture

Eskaton seeks to offer their employees an ethical, purpose-driven environment that promotes and fosters innovation, transparency, and inclusivity. Just as we seek to offer those we serve best-in-class senior living and services, we are dedicated to providing our employees the resources and advantages necessary to do their jobs efficiently and effectively.

## Our Services

Eskaton's primary focus is supporting the independence and well-being of older adults wherever they may call home, whether an Eskaton community or their own private residence. The diverse spectrum of services provided by Eskaton includes:

- **Independent Living**
- **Assisted Living**
- **Memory Care**
- **Rehab and Skilled Nursing**
- **Affordable Housing**
- **Home Care**
- **Telephone Reassurance**
- **Live Well at Home**

## Eskaton Foundation

Through the generosity of our donors, the Eskaton Foundation is empowered to improve the lives of at-risk seniors in need of housing and social services that connect, uplift and sustain them, as well as employees who face critical challenges and need additional support. Donations to the Foundation can be allocated in different ways, including the Resident Assistance Fund (support for older adults who have outlived their resources), the Life Enrichment Fund (support for wherever the need is greatest, for both residents employees), and the Guardian Angel program.

# **INTRODUCTION – WELCOME TO ESKATON!**

## **Guardian Angel Program**

The Guardian Angel program recognizes the contributions of our employees and the significant impact they make on the lives of those they serve and their loved ones. Grateful residents, program participants, and homecare and rehab patients who are thankful for the exceptional care our employees provide can express their appreciation through the Guardian Angel program by making a tax-deductible donation in honor of an Eskaton employee. These gifts will be reinvested into Eskaton to build our programs and enhance the lives of older adults. They also help fund the Employee Emergency Assistance Fund.

## **Employee Emergency Assistance Fund**

The Employee Emergency Assistance Fund is one resource available to assist employees experiencing a catastrophic life event. Every year, employees are eligible to apply for an assistance fee of up to \$250 when they experience a catastrophic emergency and need assistance to pay their bills. Examples might include an unexpected illness, death in the family, auto accident or fire at their home. The Employee Emergency Assistance Fund is designed to help employees during these types of unexpected life events. Employees interested in applying for the Employee Emergency Assistance Fund can contact their Business Manager or Human Resources.

# AT-WILL EMPLOYMENT

## At-Will Employment

Your employment with Eskaton is entered into voluntarily by both you and Eskaton. An employee is free to terminate employment with Eskaton at any time, with or without reason, and Eskaton has the right to terminate any employee's employment at any time, with or without reason. This relationship does not change after your introductory period has been completed or if you move from part-time to full-time or regular employment status. This is known as "At-Will" employment.

The policies and rules contained in this handbook are binding upon all employees. While employment may be terminated with or without cause, a violation of any of the policies and rules may result in disciplinary action, up to and including termination of employment.

Except for employment-at-will status, only the President of Eskaton has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by the President of Eskaton and the impacted employee.

## About This Handbook

This employee handbook contains information about the employment policies and practices of Eskaton. All employees are expected to read this handbook carefully, as it is a valuable reference for understanding your job and responsibilities at Eskaton.

Not all company policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please discuss with your supervisor or the Human Resources department.

## Right to Revise

To obtain information regarding specific employment policies or procedures, whether or not they are referred to in this handbook, contact your community or program management.

Eskaton reserves the right to change, at its sole discretion and with or without prior notice, all policies and practices and the hours, wages, working conditions, job assignments, position titles, compensation rates and benefits for any employee. Eskaton will reasonably attempt to notify employees of policy changes if, and when, they occur. It is the employee's responsibility to read and abide by those changes.

The information set forth in this Employee Handbook replaces any and all handbooks or statements, whether written or oral, which differ from, or are inconsistent with, the policies expressed in this handbook. No such prior policies or procedures shall have any force or effect after the effective date of this handbook. For this reason we urge you to check with your community or program management to obtain current information regarding the status of any particular policy, procedure, or practice.

# YOUR FIRST YEAR AT-A-GLANCE

## **Introductory Period**

All employees have an opportunity to work for Eskaton on an introductory basis for a period of 90 calendar days beginning at the date of hire. This allows the employee and the employer an opportunity to determine if the employment relationship is satisfactory for both parties. Eskaton may choose, at its discretion, to extend the introductory period.

At the completion of the introductory period, the supervisor will complete a performance evaluation. This will help identify the employee's strengths, areas of development, goals, and objectives. It will then be established and agreed upon to assist the employee in being successful within the organization. Completion of the introductory period does not alter the "at-will" nature of the employment relationship.

## **Job Duties**

During the 90-day introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. You should also carefully review your written job description since you will be expected to perform the essential duties of the position outlined therein. Occasionally, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the organization, such as assisting in training new co-workers or assisting in another department. Your cooperation and assistance in performing such additional work is expected and appreciated. Eskaton reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities as necessary to meet customer and resident care needs.

## **30/60 Day Check-In**

It is important to Eskaton to know how you are adjusting to your new work environment and the duties of the job. Your supervisor will formally check in with you at 30 and 60 days of employment using a feedback form. In addition to providing us feedback on how your experience has been, it is also an opportunity for your supervisor to address any questions or concerns and provide you with feedback on your progress as well.

## **90-Day Performance Review**

The purpose of the performance evaluation process is to provide feedback and inform you of the job expectations of critical success factors and performance requirements to maintain a standard of performance. Supervisors will complete performance evaluations at the completion of your 90-day introductory period. You can refer to the Performance Evaluation Process Policy for more information.

## **Annual Performance Review**

All employees will receive an annual performance evaluation after each work anniversary. A work anniversary is based on the employee's initial date of hire, unless the employee has been promoted into a new position. In such cases, the date of the promotion will be used for future annual performance reviews.

# EMPLOYMENT CLASSIFICATIONS

## Employment Classifications

Your employment classification will determine how you are paid and your benefit eligibility. Employees may refer to their employment offer letter to confirm their employment status.

### Exempt Employee

Exempt employees are those employees whose job assignments meet the federal and state requirements for exemption from overtime and other aspects of employment. Your supervisor and offer letter will inform you if your status is exempt.

### Nonexempt Employee

Employees who are paid on an hourly basis are subject to the overtime provisions of the state wage and hour laws and the overtime provisions of the Federal Fair Labor Standards Act.

- **Regular full-time employee (RF):** An employee who regularly works 33-40 hours a week.
- **Regular part-time employee (RP):** An employee who regularly works 25-32 hours a week.
- **On-call employee (OC):** An employee who regularly works 24 hours or less a week.

On-call employees are eligible for some, but not *all*, of the employee benefits described in this handbook. All Eskaton on-call employees must provide a schedule of their availability for each pay period to their supervisor or designee and must also work at least two shifts per month to continue employment.

### Temporary Employee

A temporary employee (TE) is an interim replacement for an absent employee, to temporarily supplement the workforce or for the completion of a specific task or project. The period of employment is usually up to 90 days. If the assignment will exceed the initial contracted period, Eskaton will provide any extension terms in writing. Time worked as a temporary employee will not count toward the waiting period for benefits and vesting.



# TIMEKEEPING AND PAYROLL

## Compensation

Eskaton recognizes the importance of attracting, retaining and motivating those who have the skills and abilities to make strong contributions to the organization. To do this, Eskaton implements salary ranges that are internally equitable and externally competitive.

## Time Records and Timekeeping Procedures

Eskaton uses an integrated Human Resources Information System (HRIS)/Payroll system for time records and maintaining employee HR data. HRIS aims to help employees, managers and timekeepers accomplish daily, weekly, bi-weekly and monthly timekeeping tasks through detailed explanations and step-by-step examples. To learn more about time records and timekeeping procedures, you can find this information on your computer desktop: [My Computer, N:\Departments\Payroll\Kronos Training Documents](#).

Federal and state laws require Eskaton to keep an accurate record of time worked for nonexempt employees in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Accurately recording time worked is the responsibility of every nonexempt employee. Your supervisor or Community Business Office will train you on how to use the time clock. Employees are required to use time clocks to record all hours worked, meal periods, sick time hours, vacation hours, and other paid hours.

Your timesheet must be maintained daily using your worksite's designated timekeeping system. The information recorded and submitted on this time sheet establishes the hours for which you are paid.

1. Time shall be recorded at the beginning and end of each workday, meal period, and/or split shift.
2. All changes or corrections must be initiated by the immediate supervisor.
3. A supervisor shall approve all overtime worked by employees.
4. Altering, falsifying, tampering with time records, or recording time for another employee may result in disciplinary action, up to and including termination of employment.

***Under no circumstances may an employee work off the clock.***

## Hours of Work and Schedule

Eskaton has established a standard workweek, which is Sunday through Saturday.

It is important to discuss with your supervisor both the method of calculating overtime, if applicable, and the standard work schedule established in your community prior to beginning work.

## Rest & Meal Periods

Eskaton provides employees with rest and meal periods to allow employees the opportunity to have breaks in their workday. Each employee must take one 15-minute rest period during each four-hour block or major fraction thereof, during a shift, paid for by Eskaton. The Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to

## **TIMEKEEPING AND PAYROLL**

be a “major fraction” of four. In addition, an unpaid meal period of 30 minutes must be taken for each employee who works more than 5 consecutive hours. These meal periods must be taken no later than the completion of the fifth hour of work on the workday.

If your total work period for the day is more than five hours per day, but no more than six hours, you may choose to waive the meal period for that day with the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance, and the waiver must be agreed to at the time clock when clocking in for the shift.

If, for any reason, your work interferes with taking any meal or rest period, you must notify your supervisor as soon as possible so that arrangements can be made to relieve you of your duties. Eskaton reserves the right to schedule or direct meal and rest periods as appropriate. In some instances, the break or meal periods may not occur at “traditional” times, but Eskaton requires all employees to take meal and break periods each and every shift as mandated by law.

During a meal or rest period, employees are entirely relieved of all duties and Eskaton does not control your activities. This means employees are not to carry a two-way radio, respond to or check for any electronic messages, nor are they required to remain on the campus except in very limited circumstances that pertain to resident safety. In the very limited cases where Eskaton controls an employee’s meal or rest period time or location, the employee will be compensated in accordance with California state wage and hour laws.

While Eskaton does not require employees to record rest periods, you must take them when required by law. Your supervisor is responsible for ensuring uninterrupted meal and rest periods are available each day. You are responsible for taking the meal and rest periods each day. Failure to take appropriate meal and rest periods provided to you will result in disciplinary action.

If for any reason a meal or rest period could not be rescheduled and therefore was not taken, you must document the missed meal or rest period the same day it occurs. In most locations, this can be done through the time clock when clocking out for the day. Please contact your supervisor for appropriate instructions for your location.

### **Overtime**

Eskaton may occasionally ask employees to work beyond their regularly scheduled hours. Although Eskaton will attempt to provide employees with advance notice of required additional hours, this may not always be possible. Your supervisor or designee must authorize all overtime hours in advance. Exempt employees are excluded from certain provisions of applicable wage and hours laws and are not eligible for overtime pay. An exempt employee is expected to work the hours required to meet his or her work responsibilities.

### **UKG Wallet**

UKG Wallet is an optional program that allows employees access to a portion of their earned wages prior to their community’s designated payday. Earned funds are transferred to your bank, a UKG Visa card that can be used everywhere VISA debit cards are accepted or sent to

# TIMEKEEPING AND PAYROLL

Walmart for a cash pickup. There are fees associated with this program and there are limits to the amount that can be withdrawn prior to payday. Flyers in English and Spanish are included in your new hire packet and include information on how to enroll in the program. Contact your business office or the payroll department if you have any questions.

## **Advances**

Eskaton provides timely payment to employees for all work performed and does not, except in certain emergency situations, grant salary advances.

1. Salary advances must be approved by an officer of the company.
2. Rent payments, car payments, groceries or other normal bills that are a part of the employee's regular monthly expenses are not considered an emergency.
3. Salary advances will only be granted for net pay amounts of actual hours worked or completed days currently credited for the next payday.
4. Salary advances will not be granted at the same time an employee has an outstanding garnishment.

## **Payday and Paychecks**

Payday for non-executive employees is every other Thursday or Friday, depending upon the location. Your Community Business Office directs the time paychecks are available on paydays. If you are not able to pick up your paycheck personally, you may authorize another party to pick up your paycheck on your behalf. You must provide authorization in writing and that party must present a valid picture ID in order to receive the paycheck.

The annual pay schedule contains 26 pay periods. Payday schedules change every year and employees are encouraged to request a copy of the payday schedule from their Community Business Office.

Executive employees are paid semi-monthly, on the 15<sup>th</sup> and 30<sup>th</sup> of each month and therefore will have 24 pay periods per year.

## **Direct Deposit**

Eskaton offers direct deposit for your paycheck. You can enroll, change, or cancel direct deposit via your employee portal in the HRIS system at any time.

## **Electronic Pay Stub**

Employees who have direct deposit are encouraged to sign up for electronic pay stubs via the employee portal. Employees who receive electronic pay stubs will have access to their pay stub 24 hours before payday. You can access your electronic pay stub and W-2 at any time by logging into your employee portal via the HRIS system. This information is accessible 24 hours a day, 7 days a week.

## **Payroll Deductions**

Eskaton is required by law to make deductions from employees' pay for personal income taxes and payroll taxes. Changes in filing status and the number of claimed allowances must be made by completing new federal or state tax forms through the HRIS system. Deductions may also be made for health care premiums or other similar purposes when authorized by you.

# TIMEKEEPING AND PAYROLL

Eskaton makes reasonable, good faith efforts to pay employees accurately and promptly according to applicable law and to avoid improper or unlawful deductions from employees' paychecks. Please review your paycheck carefully every pay period and report any discrepancies to your Community Business Office immediately. If you have questions or concerns about your paycheck, if there is an error in your paycheck, or if you believe there has been an improper deduction from your paycheck, please bring it to the immediate attention of your Community Business Office. Eskaton will promptly investigate the situation and remedy the matter if necessary, including reimbursing the employee if appropriate, as quickly as possible.

## **Working off the Clock**

**Employees are strictly prohibited from working off the clock.** Any work that is performed by employees on behalf of Eskaton shall be reported as compensable time. Eskaton strictly prohibits management from encouraging or allowing nonexempt employees to work off the clock. All amounts of work time must be reported. Violations of this policy will result in disciplinary action up to and including termination.

Some nonexempt employees of Eskaton may perform job duties using a variety of electronic communications depending on the nature of the work and responsibilities involved. Some of the required communication mediums might include, but are not limited to, cellphones, text messaging devices, two-way radios, and computers.

Nonexempt employees should not check for, read, send, or respond to work-related emails or texts outside their normal work schedules or access work-related software or apps unless specifically authorized based on job duties or direction by management. Exceptions include employee call-offs, schedule inquiries, and employer call-ins, none of which are compensable time. If work time is incurred outside normal work schedules, employees are to promptly advise their supervisor and record the time on their time record for appropriate reimbursement.

## **Reimbursement for Expenses and Travel**

You may be required to travel to and from Eskaton communities or to outside vendors for training or work. Employees are required to track authorized work expenses and mileage and submit them for reimbursement. Submit your request for reimbursement to your supervisor with any appropriate back up of expenses (bills, receipts) on a Travel Expense Voucher form. If you have any issues with discrepancies or timely reimbursement, please see your Community Business Office.

# SEPARATIONS

## **Rehire Policy**

Employees of Eskaton who voluntarily terminated their employment, left in good standing, were employed by Eskaton for a minimum of one year, and are rehired within one year of termination, are eligible for the reemployment policy. The reemployment policy allows rehired employees to retain their original hire date for benefit accruals and insurance benefits. For additional details, employees should discuss this policy with their supervisor, or Community Executive Director.

## **Reference/Background Checks/Employment Verifications**

If Eskaton is contacted by an outside agency and a reference is requested for a current or former employee, the only information Eskaton will provide, without exception, is the following:

- Title of position held
- Dates of employment
- Work status (Full-time, Part-time, or On-Call)

*Rehire eligibility status shall not be discussed with anyone outside the organization.*

## **Terminations**

Employees choosing to terminate their employment may do so at any time and for any reason in accordance with the employment-at-will policy. Non-supervisory employees are asked to give their supervisor at least 2 weeks' notice of intent to terminate their employment with Eskaton, though such notice is not required. Supervisors, management and professional employees are asked to provide at least 4 weeks' notice prior to terminating their employment, though such notice is not required.

Employees terminating their employment with Eskaton will receive their final paycheck in accordance with the state labor code and, in addition, have the opportunity to continue their medical, dental and vision insurance coverages in accordance with federal COBRA legislation.

## **Unemployment Insurance**

If your employment terminates, you may be eligible to receive unemployment benefits. You must file a claim in order to collect this benefit with the California Employment Development Department. For further information, contact your Community Business Office or the California Employment Development Department.

## **Return of Company Property**

You are responsible for all company property, materials or written information issued to you or in your possession or control. You must return all Eskaton property that is in your possession or control in the event of termination of employment, resignation or layoff, or immediately upon request. This requirement to return all Eskaton property – in whatever form, medium or format (paper, electronic or otherwise) – includes, but is not limited to, all resident or other files, memoranda, documents, records, resident contacts, medical, financial and other information, electronic devices, databases, spreadsheets, computer programs,

## SEPARATIONS

passwords, copies or notes of the aforementioned, credit or debit cards, keys, and identification cards or badges in your possession or control.

You also agree not to retain copies or notes of such property or information. Specifically, you agree to destroy and permanently delete all copies or notes (in whatever format) of Eskaton confidential, proprietary or trade secret information in your possession, including but not limited to such information on your personal computers, portable or other hard drives, smartphones, tablets or other electronic equipment.

Additionally, upon the termination of your employment with Eskaton, you agree to clear all expense accounts and repay everything you owe to Eskaton.

### **Exit Surveys**

Resigning employees may be asked to complete an exit survey after leaving their employment. This process allows employees to express their opinion of employment with Eskaton, and the information obtained may help Eskaton provide a more comprehensive work environment.

**SECTION**

**2**

**ESKATON**

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**EMPLOYEE HANDBOOK**

**POLICIES  
&  
PRACTICES**

# **EMPLOYMENT POLICIES**

## **Equal Employment Opportunity (EEO)**

Providing equal employment opportunities is not just about a law or policy. Eskaton values mutual respect and a true desire to treat each person with respect and dignity. All employees are expected to work together to create a culture where everyone can achieve personal job satisfaction and have a chance for advancement.

Eskaton seeks to hire the best-qualified individuals to serve older adults. Employees are selected based on their ability to satisfy the essential functions of each position. The decision to select an individual is based upon education, skills, experience, and other work-related criteria. Eskaton believes that all individuals are entitled to equal employment opportunity.

Eskaton does not discriminate against its employees or applicants because of race and associated traits, including hairstyles, skin color, ancestry, national origin, religion, creed, age, disability (mental or physical), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military/veteran status, victims of crime, personal reproductive decisions, or other categories protected by federal or state employment discrimination laws.

## **Americans with Disabilities Act (ADA)**

Eskaton recognizes and complies with the Americans with Disabilities Act of 1990 (further discussed below) and its California counterpart, the Fair Employment and Housing Act. Equal employment opportunity is extended to all persons and all aspects of the employee-employer relationship, including but not limited to recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall, and terminations.

## **Immigration Law Compliance**

Eskaton is committed to full compliance with federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of their identity and legal authority to work in the United States no later than 3 business days after the employee begins work.

## **Open-Door Policy**

Eskaton believes that the best interests of our employees are served through sound management practices, fair treatment, and positive employee relations. We value open communication and prefer to work directly with our employees.

If you have any questions or concerns, you are encouraged to immediately contact your supervisor or another member of Eskaton management. The direct personal relationship between employees and their managers ensures the best environment for the achievement of individual and organizational goals. If your question is not answered or your problem is not resolved with this initial interaction, you are encouraged to contact the Community Executive Director to personally discuss your issue. Eskaton is committed to hearing employee concerns and working directly with employees to promote a working environment where Eskaton, residents, and all employees prosper and thrive.



# EMPLOYMENT POLICIES

Suggestions for improving Eskaton are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to Eskaton.

## **Problem-Solving Process**

Eskaton's problem-solving process is designed to encourage employees to come forward with work-related concerns so that they may be appropriately addressed and resolved. Eskaton will make reasonable efforts to maintain the confidentiality of all such expressions of concern, their investigation and the terms of their resolution. However, in the course of investigation and resolution of concerns, some dissemination of information to others may take place.

Employees with concerns or grievances affecting their employment are encouraged to follow the sequence of steps below:

### **Step One**

If you have a concern regarding wages, disciplinary action, or some other matter relating to your employment, you should discuss your concern with your immediate supervisor within five (5) working days. Ordinarily, your supervisor is expected to give you an answer within five (5) working days, unless extenuating circumstances exist, such as the need for additional time for gathering information.

### **Step Two**

If you are not satisfied with the Step One response, or there was no response at Step One, you may put your concerns in writing and direct them to the next level of management within five (5) working days of the date of response/no response from your supervisor. If you need assistance with your complaint, or you prefer to make a complaint in person, contact your Executive Director or program management.

### **Step Three**

If you are not satisfied with the reply of management at Step Two, you may submit your written concern to the next level of management within five (5) working days of the reply. The decision rendered at this step shall be final and binding to the employee and the community. A written reply will be provided to the employee. Please forward a copy of your written concern to the Eskaton Human Resources Department at the Eskaton Support Center.

*A Problem-Solving Process Form* should be used to document this process and may be obtained from your Community Business Office or forms station.

## **Company Property and Resources Solicitation**

### **Employer/Employee Property**

Throughout the course of employment, Eskaton may assign employees equipment to assist them in performing their job duties. All equipment such as lockers, desks, computers, cell phones, laptops, tablets, tools, and any other company owned and assigned equipment are

# EMPLOYMENT POLICIES

Eskaton property and must be maintained according to company rules and regulations. They are to be kept clean and are to be used only for work-related purposes. Eskaton reserves the right to inspect all company property to ensure compliance with its rules and regulations, without notice to the employees and at any time, not necessarily in the employee's presence.

For security reasons, employees are advised not to leave personal property of value in the workplace. Eskaton is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal property including, but not limited to, packages, purses, backpacks, briefcases, and electronic equipment. An employee's personal property may be inspected upon reasonable suspicion of unauthorized possession of company property.

## **Solicitation/Distribution of Literature**

Eskaton's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In order to maintain and promote efficient operations, discipline, and security, Eskaton has established rules applicable to all employees that govern solicitation, distribution of written material or electronic mail, and entry onto the premises and work areas.

1. No employee shall solicit support for a cause or organization that is not related to Eskaton or any of its subsidiaries, during his or her working time.
2. No employee shall solicit a co-worker's support for a cause or organization that is not related to Eskaton or any of its subsidiaries while knowing that the co-worker is on working time.
3. No employee shall promote support for a cause or organization that is not related to Eskaton or any of its subsidiaries during his or her working time.
4. No employee shall promote support for a cause or organization that is not related to Eskaton or any of its subsidiaries to a co-worker while knowing that the co-worker is on working time.
5. No employee shall distribute or circulate any items, written or printed material, or electronic email not related to Eskaton business in work areas at any time.
6. No employee shall engage in any action which is intended to influence others religiously.
7. The solicitation/distribution of literature policy does not prevent employees from engaging in any discussion or activity that is not specifically and expressly prohibited herein.
8. The posting of materials or electronic announcements is permitted with approval from management.

# EMPLOYMENT POLICIES

## Diversity, Equity & Inclusion

Eskaton values diversity and inclusion in our workplace, which consists of many different backgrounds, ethnicities, beliefs, and religions. Eskaton's Diversity Equity and Inclusion (DE&I) committee includes members from several departments and communities, working on initiatives to help Eskaton become a more diverse and inclusive workplace for all employees and to help eliminate barriers that may be inadvertently excluding some employees from opportunities.

The DE&I committee distributes information monthly, both via email and in the Eskaton Employee Wellness Newsletter. Each community posts articles and information on employee bulletin boards, and each community has or will have a DE&I Champion that will help in disseminating information as well as receiving suggestions and feedback from employees.

## Non-Discrimination and Anti-Harassment

Eskaton is committed to providing a safe work environment in which all individuals are treated with dignity and respect. This policy applies to all persons involved in the operation of Eskaton, which includes all employees, residents/clients and third parties, such as owners, vendors, etc. Each individual has the right to work in a professional environment that promotes equal employment opportunities and prohibits unlawful discriminatory practices and harassment, including but not limited to, sexual harassment.

### Definitions

**Discrimination:** For the purposes of this policy, discrimination refers to conduct that is based upon an individual's protected status (as defined below) and that: adversely affects a term or condition of the individual's employment; is used as the basis for or a factor in decisions affecting the individual's employment; or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Harassment:** This is a form of discrimination and includes unwelcome verbal, written, physical, or non-physical conduct that is unrelated to Eskaton's business interests, and/or the gratuitous sabotage or undermining of a person's work performance, creating an intimidating, hostile, or offensive work environment, or otherwise negatively affecting an individual's employment opportunities or benefits. Harassment can take many forms.

Eskaton prohibits harassment and discrimination, which includes:

- Sexual harassment
- Gender harassment
- Harassment due to pregnancy, childbirth or related medical conditions
- Race
- Religious creed
- Color
- National origin or ancestry
- Physical or mental disability

# EMPLOYMENT POLICIES

- Medical condition
- Marital status/Registered domestic partner status
- Age
- Sexual or gender orientation
- Military or veteran status
- Race and associated traits including hair styles
- Any other basis, or perceived protected class by federal, state or local law or ordinance or regulation; this includes any person associated with anyone who is or is perceived to have any of those characteristics. All such harassment is unlawful.

Eskaton encourages all employees to report any incidents of harassment or discrimination immediately to allow complaints to be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity (EEO) Commission and the California Civil Rights Department (CRD) investigate and prosecute complaints of prohibited harassment in employment. If an employee believes they have been harassed or that they have been retaliated against for resisting or complaining, they may file a complaint with the appropriate agency. Please refer to the Anti-Harassment Policy or Expectations of Employees section of this handbook for more information on Harassment, Discrimination, and Retaliation.

The Complaint Process is also included in the Expectations of Employees section. If you have any questions or concerns about these policies, you should talk with your supervisor or any other supervisor, your Executive Director, Human Resources or designee as soon as possible after the incident.

## Accommodation Requests

### Disability Accommodations

Eskaton will reasonably accommodate a qualified person's disability, in accordance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA), as long as it does not cause undue hardship to the company and/or does not pose a direct threat to the health and safety of individuals.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their Executive Director or the Human Resources Department and request such an accommodation. The individual with the disability should specify in writing what accommodation is needed to perform the job. Eskaton will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform their job. Eskaton will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable and will not impose an undue hardship on the company and/or a direct threat to the health or safety of the individual or others, the company will make the accommodation. Eskaton may also propose an alternative accommodation(s).

If requested, Eskaton will also make reasonable accommodations for conditions related to pregnancy, childbirth or related medical conditions, with the advice of the employee's health care provider, as required by law.

# EMPLOYMENT POLICIES

## **Lactation Accommodations**

Eskaton will reasonably accommodate employees who wish to express breast milk while at work whenever possible. This policy applies to mothers' breastfeeding for up to one year from the date of giving birth.

1. Employees may use their paid rest break and/or their unpaid lunch break.
2. Eskaton will provide the use of a private place to express breast milk in close proximity to the employee's work area, other than a bathroom.
3. The room provided will have a locking door and a power source.
4. If more time than already provided is necessary, the time away from work will be unpaid.

## **Religious Accommodations**

Eskaton will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including time for religious holidays and accommodations related to religious dress and grooming practices, unless doing so would cause an undue hardship on company operations. If you desire a religious accommodation, you are required to make the request in writing to your supervisor as far in advance as possible.

## **Other Accommodations**

Eskaton provides employees with additional accommodations such as for victims of domestic violence, sexual assault or stalking, adult literacy and drug or alcohol treatment or rehabilitation, unless providing the accommodation will impose an undue hardship. Please contact Human Resources with any questions concerning additional accommodations.

## **Education In-Service**

The community's training programs begin with employee orientation and the receipt of your handbook, and continues for all staff classifications and departments throughout your employment.

It is the responsibility of all employees to comply with the in-service requirements of Title 22 of the California Administrative Code and/or other applicable requirements.

Employees will be paid a minimum of 2 hours for attending mandatory training events on a non-scheduled workday. If the event is less than 2 hours, the employee may be assigned work to complete during the 2-hour window.

Eskaton provides training and certification courses to help employees maintain all required licensing and credentials for their specific job functions. However, it is the responsibility of the employee, not Eskaton, to keep licenses and credentials current. If you have any questions about training and courses offered and how you can participate, please see your supervisor or Community Business Office.

# EMPLOYMENT POLICIES

## Employee Referral Program

Eskaton regularly seeks exceptional professionals to join the team. We believe that current employees are among the best sources of new talent and encourage current employees to refer qualified applicants for open positions. When these referrals are successful, Eskaton will reward the employee who made the referral for the new hire. Eskaton reserves the right to discontinue or change the program at any time. To learn more about the employee referral program, please see your Community Business Office.

## Employment of Relatives

Relatives of present employees may be hired by Eskaton only if:

1. The individuals concerned will not work in direct supervisory relationships
2. The employment will not cause an actual, or apparent, conflict of interest and will not pose difficulties for supervision, security, safety, morale, or conflicts of interest.

Relatives are defined as anyone related by blood or marriage, including domestic partners.

When two existing employees become related by marriage, domestic partnership or other change where a conflict of interest develops, one or the other person must move into a position where the other does not directly or indirectly supervise the work, compensation, evaluation or other aspects of that person's employment.

The employees will have the opportunity to decide which employee will transfer. In cases where the employees have not made a decision within a reasonable period of time, Eskaton reserves the right to determine how the employees will be treated in terms of transfers and/or employment status.

## Promotions & Transfers

Whenever possible, Eskaton endeavors to promote from within and seeks employees whose skills and abilities match the best among the pool of qualified applicants. This not only provides an opportunity for employees to enhance their careers through growth, but also allows the organization to benefit from current employees' experience and skills.

### Requirements:

1. Employees must be in their current position for a minimum of six months.
2. Performance in your current position must be rated as satisfactory or better during the preceding six months. Employees who have received disciplinary action within the previous six months may not be considered eligible for a promotion or transfer. Employees who are working through a performance improvement plan are not eligible to transfer until six months after completion of the plan.
3. You must meet the minimum qualifications required for the position to which promotion or transfer is requested.

### Process:

1. If you wish to seek a promotion or transfer, you should discuss your options with your supervisor in advance.
2. You must apply, interview, and be selected for the transfer position or promotion.

## **EMPLOYMENT POLICIES**

3. The Executive Director/Program Directors of both the transferring and the receiving communities must grant approval of the transfer request. The hiring Executive Director must review your personnel file prior to making an offer to transfer.
4. The Director of Human Resources will conduct a final review to ensure all steps of the transfer process have been followed.
5. If you are transferred or promoted to a new position, you must serve a new 90-day introductory period for that position. The supervisor will evaluate your performance at the conclusion of the introductory period. On occasion, at the discretion of management, the introductory period may be extended.

### **Personnel File Review**

Employees may review their Eskaton employment file and copy any documentation that they have signed. Employees must submit a written request to their Community Business Office or Human Resources using the Personnel Records Request form. The employment file will be made available to review no later than thirty (30) calendar days of the request submission date. More information regarding this policy can be found in the Eskaton Policy Manual.



# EXPECTATIONS OF EMPLOYEES

## Overview

Eskaton is first and foremost a service organization. Employee attitudes, comments, behaviors, and demeanor have an effect on the public's view of the organization. Employees are expected to conduct themselves in a professional manner at all times. A culture of customer service and the willingness of employees to serve residents and their families is vital in instilling trust in every Eskaton community. A positive attitude and observance of professional conduct are expected and necessary for the continued success of the organization.

Listed below are some basic rules and guidelines for proper professional conduct. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of Eskaton, other employees or customers, will not be tolerated.

### **The following conduct is not acceptable:**

1. Below-average work quality or quantity
2. Unacceptable behavior (examples: rudeness or lack of cooperation)
3. Excessive absenteeism, tardiness, or abuse of break and lunch privileges
4. Failure to follow instructions or Eskaton policies or procedures
5. Failure to follow established safety regulations

### **The following conduct is also prohibited:**

1. Resident or patient abuse
2. Insubordination, such as the unwillingness to follow instruction and/or disrespectful behavior towards a supervisor or management.
3. Dishonesty or theft
4. Discourtesy
5. Misusing or destroying company property or the property of another on company premises
6. Violating Conflict of Interest guidelines (see Conflict of Interest section)
7. Disclosing or using confidential information without authorization
8. Falsifying or altering company records, including the application for employment
9. Interfering with the work performance of others
10. Altercations, verbal or physical
11. Harassment, discrimination, or retaliation against employees, residents or clients
12. Being under the influence of, manufacturing, dispensing, distributing, using, possessing, buying, selling, offering to buy, offering to sell, alcohol, illegal or controlled substances on Eskaton property or while conducting Eskaton business
13. Gambling on Eskaton premises or while engaged in Eskaton business
14. Sleeping on the job or leaving the job without authorization
15. Possessing a firearm or other dangerous weapon on Eskaton property or while conducting Eskaton business
16. Failure to follow Eskaton's Dress Code Policy



## EXPECTATIONS OF EMPLOYEES

17. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of Eskaton, its employees, customers or property, or failing to report to Eskaton, within five days, any conviction under any criminal statute.

*If you violate Eskaton policy, procedures or guidelines, or exhibit behavior that violates commonly accepted standards of honesty, integrity or professionalism, or creates an appearance of impropriety, Eskaton may elect to administer disciplinary action up to and including termination.*

Except as set forth in the policy, discharge for poor performance will ordinarily be preceded by an oral warning and a written warning. However, Eskaton reserves the right to proceed directly to a written warning or termination for conduct or performance deficiency without resorting to prior disciplinary steps when Eskaton deems such action appropriate.

No statement in this list or elsewhere in the Employee Handbook is intended to or should be taken to affect the at-will employment relationship between Eskaton and its employees.

### Attendance

Your attendance is critical to the successful operation of Eskaton's communities. Your unexpected absence or lateness is felt not only by your department, but also by your community as a whole. Unexpected absenteeism may affect the quality of resident care, as well. Eskaton expects all employees to be present and ready to work at the start of each scheduled shift and for the entire time they are scheduled to work. Attendance is an essential and objective measure of standard performance and excessive absences will not be tolerated.

Upon accepting employment with Eskaton, it is your responsibility to ensure that you are able to fully commit to your schedule as assigned. While an unscheduled absence or tardiness may be due to illness or another legitimate factor, the issue in reviewing attendance is not the legitimacy of the absence or tardiness, but the need for the presence of the individual in the workplace on a regular and reliable basis. Some absences may fall under state or federal leave mandates; these absences are not counted against the attendance policy.

If you will be unexpectedly absent, you must notify your supervisor of your intent to be absent a minimum of two hours prior to the start of the shift. Your supervisor will provide you in advance with the accepted call in/off procedure for that community and/or department.

Excessive lateness and absence guidelines are as follows:

- Three (3) occurrences of unscheduled absence in a twelve (12) month period; **or**
- Six (6) occurrences of lateness in a three (3) month period; **or**
- Any combination of the above.

For employees with less than ninety (90) days of employment, any instance of tardy and/or an unscheduled absence in the first ninety (90) days of employment may be subject to disciplinary action up to and including termination.

Under no circumstances may an employee leave work without their supervisor's permission. In addition, any employee who is absent from work without reporting or calling in ("no call,

# EXPECTATIONS OF EMPLOYEES

no show”) may be subject to disciplinary action up to and including termination of employment.

## Harassment, Discrimination, and Retaliation Prevention

### Responsibility

Eskaton strives to create a culture free of harassment and discrimination. It is expected that all employees will work together to provide a work environment that is free from such behaviors, including, but not limited to, unlawful harassment, discrimination or retaliation, which might interfere with work performance. Conduct of any sort – including, but not limited to, verbal, physical, or visual conduct – that creates a work environment which is unlawfully intimidating, harassing, hostile, offensive, discriminatory or retaliatory, will not be tolerated. Eskaton strives to create an environment in which all employees feel free to raise concerns and are confident that those concerns will be considered.

Eskaton’s policy prohibiting harassment, discrimination and retaliation applies to all persons involved in the operation of Eskaton. Eskaton prohibits harassment, disrespectful or unprofessional conduct by any employee of Eskaton, including supervisors, managers, and co-workers. Eskaton’s anti-harassment policy also applies to residents/clients and third parties, such as owners, vendors, etc.

### Harassment Prevention

Prevention is the best tool to eliminate harassment, discrimination, and retaliation in the workplace. Eskaton encourages you to take appropriate steps to prevent and correct unlawful harassment, discrimination and retaliation. To facilitate this, Eskaton has established an effective complaint process which provides harassment, discrimination, and retaliation prevention training to all managers and employees. Eskaton is committed to taking immediate and appropriate action when an employee reports harassment.

Harassment is unwelcome conduct that is based on any legally protected characteristic or practice. A working environment should be free from all forms of harassment, whether based upon race, religion (including religious dress or grooming), creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information or characteristics, marital status (including domestic partnership), familial status, age, sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth or related medical conditions and breastfeeding or medical conditions related to breastfeeding), gender identity, gender expression or sexual orientation, military or veteran status, personal reproductive decisions or any other legally protected characteristic or status. Employees are also protected if they are perceived to have any of these characteristics or are associated with a person who has or is perceived to have any of these characteristics.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge; testifying or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals in violation of these laws.

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Managers and supervisors are accountable for taking reasonable steps to prevent unlawful discrimination or harassment, and stop the behavior from reoccurring in the event it *does* happen. This includes ensuring reporting of incidents, monitoring employees and third persons (such as vendors or clients) who may have engaged in inappropriate behavior, carefully listening to employee grievances regarding alleged unfair treatment, and protecting employees against retaliation.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Bullying or abusive conduct that a reasonable person would find threatening, intimidating, or humiliating and that is unrelated to Eskaton's business interests, and/or the gratuitous sabotage or undermining of a person's work performance. Some examples include:
  - Spreading misinformation or malicious rumors
  - Regularly teasing or making someone the subject of pranks or jokes
  - Sharing of embarrassing photos or videos via email or social media that negatively impact the workplace
  - Purposefully excluding or isolating a person from normal work activities
- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment or in order to avoid some other loss, and/or offers of employment benefits in return for sexual favors
- Retaliation for reporting or threatening to report harassment or discrimination
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

What is or is not offensive may depend on the perspective of the victim, and the fact that no objection is voiced or the other person seems to be "going along" does not mean the conduct is acceptable. The harasser could be the victim's supervisor, a co-worker, a resident, member of a resident's family or any other non-employee. The victim does not have to be the person harassed and might be anyone affected by the offensive conduct.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same sex as the harasser. Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment, but harassment based on any protected category.

# EXPECTATIONS OF EMPLOYEES

A single physical, verbal or written act or behavior may constitute bullying if the harassing conduct reasonably interfered with an employee's work performance or created an intimidating, hostile or offensive working environment.

## **Non-Discrimination**

Eskaton is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Eskaton operations. Eskaton prohibits unlawful discrimination against all persons involved in the operation of Eskaton, which includes all employees, residents/clients and third parties, such as owners, vendors, etc.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Eskaton is not obligated to disclose the wages of other employees.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. Any job applicant or employee who requires an accommodation, in order to perform the essential functions of the job, should inform the hiring manager or their supervisor and discuss the need for accommodation.

## **Anti-Retaliation**

Eskaton will not retaliate against any employee for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

Eskaton will not retaliate against an employee for requesting reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

## **Reporting**

Eskaton encourages employees to speak directly with the other person to request any inappropriate, wrongful or unwelcome behavior stop immediately. Whether or not you speak with the other employee, you must report harassment, discrimination or retaliation to your supervisor, your Executive Director or any Eskaton management at an early stage to prevent further inappropriate behavior. Every employee has the responsibility to maintain a workplace free of any form of unlawful discrimination or harassment.

Any employee who becomes aware of offensive conduct by a supervisor, co-worker, vendor, supplier, resident/client or other person doing business with Eskaton should report the offensive conduct immediately to his or her supervisor. If, for any reason, the employee does not feel that it would be appropriate to report the complaint to their supervisor, the employee should immediately report it to any other supervisor, their Executive Director or Vice President, or the Director of Human Resources or designee as soon as possible after the incident. Eskaton prohibits retaliation against any employee for reporting or cooperating in investigations of incidents of unlawful harassment, discrimination or retaliation.

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This policy covers conduct in the workplace, at social functions sponsored by Eskaton (such as holiday dinners, picnics, sporting events, etc.), and business functions (such as conventions, trade shows, etc.).

Any messages or communications sent or received through Eskaton electronic communications systems are subject to the organization's anti-harassment and anti-discrimination policies. The use of information systems (including email, texts, internet, and social media) for the display or transmission of sexually explicit images, message, off-color jokes, racial slurs, or anything that may be construed as unlawful harassment or showing disrespect for others, is prohibited.

## **The Complaint Process**

As an employee of Eskaton, you have the responsibility to immediately report any inappropriate or prohibited actions or words by a supervisor, co-worker, vendor, client, contractor or another individual. Eskaton has devised a reporting procedure to investigate any complaint of discrimination, retaliation, or harassment, including sexual harassment or that of a hostile work environment.

1. If you believe you have been harassed, you must inform your supervisor or any other supervisor, your Executive Director or Vice President, or the Director of Human Resources or designee as soon as possible after the incident.
2. Supervisors will report all harassment and discrimination complaints to an Executive Director, Vice President or the Director of Human Resources or designee within 24 hours of the complaint being received.
3. Executive and/or Corporate Directors will notify the Director of Human Resources or designee of all harassment and discrimination complaints within 24 hours of the complaint being received.
4. Eskaton will undertake an effective, thorough and objective investigation of the harassment or discrimination allegations as soon as possible, usually within 24 hours. Employees may need to participate in an investigation as a witness. Failure to cooperate during an investigation or impeding an investigation may be cause for disciplinary action. Employees who make false statements during an investigation may be subject to disciplinary action up to and including termination.
5. If Eskaton determines that harassment or discrimination has occurred, effective remedial action will be taken in accordance with the circumstances involved.
6. Any employee determined by Eskaton to be responsible for harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination.
7. Action taken in response to the complaint will be made known to the employee lodging the complaint to the extent appropriate. Eskaton will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.
8. Eskaton encourages all employees to report any incidents of harassment or discrimination immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment in employment. If an employee believes they have been harassed or that they have been retaliated against for resisting or complaining, they may file a complaint with

# EXPECTATIONS OF EMPLOYEES

the appropriate agency.

## Corporate Compliance

Eskaton has developed a Corporate Compliance Program to make sure every employee in the organization understands and complies with the laws and regulations that affect the services Eskaton provides. Employees may contact their Community Executive Director for information or access the documentation on Eskaton's internal common drive at *N:\Departments/Corporate Compliance.*

## Code of Conduct

Eskaton's "Code of Conduct" explains the business standards every employee is expected to follow at all times. Questions about these standards should be directed to an employee's supervisor.

The Code of Conduct, a summary of the organization's Commitment to Standard at all levels, is a statement of Eskaton's expectations of everyone involved with the organization. In articulating the organization's commitment to compliance with all criminal, civil, and administrative laws, it details Eskaton's fundamental principles, values and framework for action. In that regard, it is a guide for all employees, contractors, and physicians as they carry out their day-to-day responsibilities within the organization.

Failure to comply with all federal healthcare program requirements, California state regulations, Eskaton's policies and procedures, or failure to report such non-compliance will result in disciplinary action up to and including termination of employment.

Details of the policies and procedures that support this quality can be found in the Corporate Compliance Manual, as well as facility and departmental policy and procedure manuals.

## General Commitment

Employees will:

- Provide care and services necessary to attain or maintain the resident's highest practicable physical, mental, and psychosocial well-being
- Accommodate each resident's needs and preferences
- Report incidents of mistreatment, neglect, or abuse to the Executive Director of the facility and other officials as required by law
- Avoid misusing or destroying Eskaton property or the property of another on Eskaton premises
- Only disclose or utilize confidential or proprietary information with prior authorization
- Not engage in verbal or physical altercations, or interfere with the work performance of others
- Not report to duty under the influence of alcohol, or use alcohol on Eskaton property or while conducting Eskaton business
- Not manufacture, dispense, use or possess illegal or controlled substances on Eskaton property or while conducting Eskaton business



# EXPECTATIONS OF EMPLOYEES

- Not gamble on Eskaton premises or while conducting Eskaton business
- Not sleep while on duty
- Not possess a firearm or other dangerous weapons on Eskaton property or while conducting Eskaton business
- Follow Eskaton's Dress Code Policy

In addition to the general rules stated, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

1. Report to work on time, observe the time limits for rest and lunch periods, and obtain approval to leave work early
2. Notify the supervisor in advance of anticipated tardiness or absence

## Commitment to Resident's Rights

Employee will:

- Refrain from discriminatory admission or improper denial of access to care
- Refrain from verbal, mental or physical abuse, corporal punishment, and involuntary seclusion
- Refrain from inappropriate use of physical or chemical restraints
- Ensure that residents have personal privacy and access to their personal records upon request
- Ensure that the privacy and confidentiality of medical/clinical records are protected
- Honor the right of a resident to participate in care and treatment decisions
- Safeguard resident's financial affairs

## Commitment to Employee Screening

Eskaton will:

- Investigate the background of employees by checking with all applicable licensing and certification authorities to verify that requisite licenses and certifications are in order
- Require all potential employees to certify on the employment application that they have not been convicted of an offense that would preclude employment by Eskaton
- Require all potential employees to certify on the employment application that they are not excluded from participating in the federal health care programs
- Require temporary employment agencies to ensure that temporary staff assigned to the facility has undergone background checks that verify that they have not been convicted of an offense that would preclude employment in the facility
- Check the OIG's (Office of the Inspector General) List of Excluded Individuals/Entities and the GSA's (Government Services Administration) list of debarred contractors to verify that employees are not excluded from participating in the federal health care programs
- Require current employees to report to the organization if, subsequent to their employment, they are convicted of an offense that would preclude employment or are excluded from participation in any federal health care program

## **EXPECTATIONS OF EMPLOYEES**

- Periodically check the OIG and GSA websites to verify the participation/exclusion status of independent contractors and retain on file the results of that query

### **Commitment to Provide Accurate and Complete Documentation**

Employees will maintain the following types of documentation:

- Complete and accurate medical/clinical records
- All records and documentation required for participation in Federal, State, and private health care programs, including RAI (Resident Assessment Instrument), the comprehensive plan of care
- All corrective actions taken in response to surveys
- All records, documentation, and audit data that support and explain costs reports and other financial activity, including internal and external compliance monitoring activities
- All records necessary to demonstrate the integrity of the organization's compliance process and to confirm the effectiveness of the program
- Records of all efforts to comply with applicable statutes, regulations, and Federal healthcare program requirements, including communications with fiscal intermediaries or government agencies.

Employees will:

- Secure the records and documentation described above in a safe place
- Refrain from altering or destroying information or documents except in accordance with accepted legal and profession practice
- Maintain hard copies of all electronic or database documentation
- Limit access to such documentation to avoid accidental or intentional fabrication or destruction of records
- Conform document retention and destruction policies to applicable laws

### **Commitment to Always Obey the Law**

Employees will:

- Perform their duties in good faith and to the best of their abilities
- Refrain from any illegal conduct
- Carry out their responsibilities in accordance with all applicable laws, regulations, and internal policies and procedures pertaining to their job duties
- Notify their supervisor immediately of any relationship, financial or otherwise, that they have with the organization's residents, customers, vendors, or competitors
- Report to Eskaton within five days, any conviction under any criminal drug statute for a violation occurring in the workplace



# EXPECTATIONS OF EMPLOYEES

## Commitment to Refuse Inappropriate Referrals

Employees will:

- Structure all business arrangements with physicians, vendors, hospitals, hospices, or any other agency to ensure precise compliance with legal requirements
- Have all business arrangements in writing and approved by Eskaton's legal department/senior officers and CEO

Eskaton will strictly adhere to the following rules:

- Will not pay for referrals for SNF patients
- Will not accept payment for referrals that we make

## Commitment to Generate Accurate Billing and Claims

Employees will:

- Generate accurate billing and claims that reflect services rendered and are supported by relevant documentation
- Submit billing and claims in compliance with applicable laws, rules, regulations and program requirements
- Never intentionally make or present improper, false, fictitious or fraudulent claims to any government or private health care program, employee, department or agency

Improper or fraudulent activity can include:

- Misrepresentation of services
- Duplicate billing
- Multiple coverage and secondary-payor fraud
- False claims and statements
- Non-approved treatment or equipment usage
- Improper coding - Up-coding or Down-coding
- Improper physician and other referrals (Stark I & IT, Anti-kickback)
- Billing for items or services not rendered or provided as claimed
- Submitting claims for equipment, medical supplies and services that are medically unnecessary
- Failing to identify and refund credit balances
- Submitting claims for items or services not ordered
- Knowingly billing for inadequate or substandard care
- Providing misleading information about a resident's medical condition on the MDS (Minimum Data Set) or otherwise providing inaccurate information used to determine the RUG (Resource Utilization Group) assigned to the resident
- Billing for unbundled services or items
- Altering documentation or forging a physician's signature on documents used to verify that services were ordered/or provided
- Filing false cost reports

# EXPECTATIONS OF EMPLOYEES

## Commitment to Appropriate Relationships with Subcontractors and Suppliers

Employees will:

- Manage our relationships with subcontractors and suppliers in a fair and reasonable manner, consistent with all applicable laws and good business practices
- Select subcontractors, suppliers and vendors on the basis of objective criteria including quality, technical excellence, price, delivery, and adherence to schedules, service and maintenance of adequate sources of supply
- Make purchasing decisions on the supplier's ability to meet our needs, and not on personal relationships and friendships

Employees will refrain from:

- Routinely waiving coinsurance or deductible amounts without good faith determination that the resident is in financial need, or absent reasonable efforts to collect the cost sharing amount
- Entering into agreements between the organization and a hospital, home health agency, or hospice that involves the referral or transfer of any resident to or by the Eskaton community.
- Soliciting, accepting, or offering any gift or gratuity of more than nominal value to or from residents, potential referral sources, and other individuals and entities with which the organization has a business relationship
- Conditioning admission or continued stay at a facility on a third-party guarantee of payment, or soliciting payment for services covered by Medicare in addition to any amount required to be paid under the Medicare plan
- Entering into arrangements between the organization and a hospital under which the facility will only accept a Medicare beneficiary on the condition that the hospital pays the facility an amount over and above what the organization would receive through PPS (Prospective Payment System)
- Entering into financial arrangements with physicians, including facility Medical Directors
- Entering into arrangements with vendors that result in the organization receiving non-covered items at below-market prices or at no charge, provided the facility orders Medicare reimbursed products
- Soliciting or receiving items of value in exchange for providing the supplier access to resident's medical records and other information needed to bill Medicare
- Entering into joint ventures with entities supplying goods or services
- Swapping, or receiving discounts on Medicare Part A items and services in return for referrals of Medicare Part B business

# EXPECTATIONS OF EMPLOYEES

## **Commitment to Treat All Employees with Respect, Dignity and Fairness**

It is the responsibility of the members of the Eskaton team to create and maintain a work environment in which employees are treated with respect, where diversity is valued and opportunities are provided for development. Harassment or abuse of any kind is prohibited in the Eskaton workplace. All employees want and deserve a workplace where they feel respected, appreciated and satisfied. Employees will be hired, promoted and compensated according to their qualifications, performance and potential. We will not tolerate harassment by anyone based on the diverse characteristics or cultural backgrounds of those who work with us. Degrading or humiliating jokes, slurs, intimidation, or other harassing conduct is not acceptable in our workplace.

## **Commitment to Work Safety**

All of our employees are responsible for maintaining a safe and healthy work environment. We must comply with all federal, state and local health and safety laws and regulations, including the rules and regulations of the Occupational Safety and Health Administration (OSHA).

## **Employer Responsibility Under the Corporate Compliance Program**

Management throughout the organization is responsible for setting the example, ensuring that everyone is provided with appropriate resources, and that they are consistently holding themselves and Eskaton employees accountable for their actions.

## **Employee Responsibilities Under the Corporate Compliance Program**

All employees have the obligation to assure that the Corporate Compliance Program is successful. Employees can help to achieve that success by completing the following actions:

- Read and regularly review the Code of Conduct and the policies that support it in order to learn compliance requirements that apply to individual responsibilities.
- Participate in Corporate Compliance program training sessions and staff meetings designed to help employees understand their obligations under the Code of Conduct.
- Abide by the requirements set forth in the Code of Conduct; ask questions and seek assistance when uncertain about the proper course of action.
- Know the Corporate Compliance Officer, and how to reach him/her. Support employees who report suspected violations of the Code of Conduct. Recognize that retaliation against persons who report suspected violations is not permitted.
- Be alert to situations that could result in illegal or unethical conduct and encourage other employees to consult with supervisors or the Corporate Compliance Officer if it appears that they may be in danger of violating the law or the Code of Conduct.
- Report suspected violations of the Code of Conduct immediately.

## **Resources for Guidance and Reporting Violations**

Eskaton has established the Corporate Compliance Hotline (916-334-8613). This is a number that is answered by a voice mailbox, which is only accessible to the Corporate Compliance Officer. No one else has access to this voice mailbox. You can be assured of a timely and confidential response if you leave your name and number. If you wish to remain anonymous, you may do so. However, you will not receive a personal response to your concern.

# EXPECTATIONS OF EMPLOYEES

You should first discuss your concern with your immediate supervisor. If you are not comfortable talking to your supervisor, you may raise your concern directly with any member of management or with the Corporate Compliance Officer or Manager. If your issue requires further investigation or if you have additional concerns, you may contact the Eskaton Compliance Hotline (916-334-8613).

Remember there is never a penalty for using the hotline. People in positions of authority cannot stop you. If they try, they are subject to serious disciplinary action, up to and including dismissal. In addition, if you need additional information on how to contact your Compliance Officer, or wish to discuss a matter of concern with the Corporate Compliance Officer, you are encouraged to use one of the following confidential means of communication:

- Call the hotline (916-334-8613)
- Call or write the corporate office to the attention of the Compliance Officer

When you contact these sources, you will be treated with dignity and respect. Your communication and anonymity will be protected to the greatest extent possible. Your concerns will be seriously addressed, and if you wish, you will be informed of the outcome.

## **Deficit Reduction Act (DRA) of 2005**

The DRA requires facilities to instruct employees about the False Claims Act (FCA) if the facility receives \$5 million or more in Medicaid (Medi-Cal) payments each year. Written policies must provide detailed information about the FCA, whistleblower protections, and reference to Eskaton's policies and procedures designed to detect and prevent fraud, waste and abuse. Our Employee Handbook includes references to these requirements.

Under the FCA, "any person who knowingly submits false or fraudulent claims to a State Medicaid program is liable to the Federal Government for three times the amount of the Federal Government damages plus penalties of \$5,500 to \$11,000 for each fraudulent claim."

Under the qui tam provisions of the FCA, individuals known as relators may file lawsuits in Federal court against facilities or individuals. An individual may receive from 15% to 30% of the recovery of federal damages.

The referring individual or relator must be free of penalties from the facility under the whistleblower provision. No retribution from the employer is allowed, and the employee has a cause of action if the employer punishes the employee.

California has a False Claims Act currently in effect. States are encouraged to have their own FCA that will cover the following violations:

1. Knowingly making, using, or causing to be made, a false record or statement to get a false or fraudulent claim paid or approved by the Medicaid program
2. Knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval to the Medicaid program

## EXPECTATIONS OF EMPLOYEES

3. Conspiring to defraud the Medicaid program by getting a false or fraudulent claim allowed or paid
4. Knowingly making, using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Medicaid program

Knowing or knowingly means that a person (a) has actual knowledge of the information; (b) acts in deliberate ignorance of the truth or falsity of the information; or (c) acts in reckless disregard of the truth or falsity of the information. In addition, no proof of specific intent to defraud should be required.

Eskaton has internal control procedures in place that require its health care facilities to obtain Medi-Cal Treatment Authorization Requests (TARS) to justify services provided. Each of Eskaton's health care facilities employs a Director of Nurses to oversee patient care at their respective facility and Eskaton's Quality and Compliance department, which includes registered nurses and a health information specialist, performs routine audits for compliance. Eskaton has a Medical Records Health Information Consultant who audits facilities for compliance requirements. With the Corporate Compliance Officer, this Consultant conducts monthly and quarterly audits of selected records. Our home health agency has a nurse who reviews medical records for clinical compliance.

Staff members can reach the Corporate Compliance Officer at 916-334-8613 to report any irregularities. Employees are encouraged to utilize this telephone line to clear questions as they arise. Eskaton has policies and procedures in place to deal with these issues.

Finally, Eskaton's centralized Accounts Receivable and Collections department reviews and documents claims, and bills them as accurately as possible.

# EXPECTATIONS OF EMPLOYEES

## Conflict of Interest

All employees are expected to perform their jobs to the best of their ability. Employees are expected to use good judgment, have high ethical standards, and avoid situations that may cause an actual, apparent or potential conflict between the employee's personal interests and the interests of Eskaton. A conflict of interest exists when the employee has loyalties or takes actions that are different from Eskaton's interests. Any employee who is unsure if an action, activity or relationship will create a conflict of interest should discuss it with their immediate supervisor or community representative.

Here are some examples of situations that can cause a conflict of interest to assist employees in identifying the kinds of activities to avoid:

1. Accepting personal gifts or entertainment from competitors, residents, families of residents, clients, customers, suppliers, or potential suppliers
2. Working for a competitor, resident, client, supplier, or customer during work hours
3. Being self-employed in competition with Eskaton owned, managed or affiliated communities
4. Using confidential company information for personal gain or to harm Eskaton
5. Having a direct or indirect financial interest in, or relationship with, a competitor, resident, family of a resident, client, customer, or supplier (includes providing paid services for residents either as a private caregiver or health services provider)
6. Using company equipment, supplies, time or labor for personal use
7. Purchasing an interest in property or other material goods for the purpose of selling or leasing it to Eskaton
8. Committing Eskaton to give financial or other support to any outside activity or organization
9. A supervisor engaging in a personal relationship with a subordinate that may create a conflict of interest or the perception of a conflict of interest which directly or indirectly affects employment decisions. (i.e. preferred treatment, compensations promotions, etc.)
10. Working at an Eskaton community via assignment from any outside staffing agency (e.g. filling a shift through registry)

If an employee, or someone with whom an employee has a close relationship, has a financial or employment relationship with a competitor, resident, family of a resident, client, customer, supplier, or potential supplier, the employee must make known this fact in writing to their supervisor and/or the Corporate Compliance Officer.

An employee may work with another employer while employed with Eskaton as long as the work does not take place during Eskaton's scheduled working hours and does not interfere with the employee's ability to perform his or her job duties and responsibilities with Eskaton.

Failure to follow these guidelines, including failure to disclose any conflicts or to seek an exception, will not be tolerated.

# EXPECTATIONS OF EMPLOYEES

## Acceptance of Gifts

1. It is Eskaton's policy that employees shall not gain personal benefit by employment with Eskaton, and employees are not allowed to accept individual tips or gifts for personal benefit.
2. Employees shall not take from (or on behalf of) any resident, patient, clients, or families any personal gift, hospitality or entertainment in any amount.
3. Employees may accept gifts that are given to all employees of the community/program to share (e.g. a gift of food which all employees may share, a gift of cash which is distributed through a community administered employee appreciation fund).
4. Employees shall not accept from any person or organization any cash, gifts of more than \$25.00 value, or any hospitality or entertainment that might affect the employee's independent judgment in business transactions affecting Eskaton.

## Provision of Gifts

Eskaton employees shall not:

1. Provide any gifts or gratuities to any government or public agency representatives except as permitted by law
2. Make payments for any person's individual travel expenses, conference costs, etc. unless the subject matter of the conference is a direct benefit to Eskaton and has been approved by the employee's direct supervisor
3. Make payment for continuing education, provide interest-free loans or make any other gifts to any person unless such benefits are specifically allowed as part of a legal agreement
4. Pay or receive any financial benefit in exchange for Medicare or Medi-Cal referrals, such as receiving non-covered medical products at no charge in exchange for ordering Medicare-reimbursed products

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers.



# ADDITIONAL GUIDELINES

## **Bulletin Boards**

Information of interest and importance may be posted on various community bulletin boards. Employees are encouraged to review them periodically to stay informed of changes. Only official Eskaton announcements and materials may be posted on bulletin boards unless prior approval from the Community Executive Director has been obtained.

## **Dress Code and Personal Appearance**

All employees should feel proud of their organization and strive to make a good impression for Eskaton customers, business associates, and residents. Employees representing Eskaton are expected to look professional and maintain a neat, clean, and well-groomed appearance at all times. Each community will have specific information regarding the required or appropriate attire to be worn during working hours. Appropriate attire, such as uniform and identification badge, must be worn in keeping with professional standards for positions designated by the community. If an employee visits another Eskaton location or is out on Eskaton business, they are expected to dress appropriately for the environment and situation.

Example: When visiting the Eskaton Support Center for a meeting or training, please observe a business casual dress code or your standard Eskaton uniform.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them clean. Please clean up after meals and dispose of trash properly.

## **Parking**

Eskaton provides free parking at every community to all employees on a “first come, first served” basis. Employees may park in any designated area and/or non-reserved space. Some parking areas, however, may be reserved for senior staff, disabled drivers, vendors, clients, residents, guests, and company-owned vehicles. Eskaton is not responsible for any loss or damage to employee vehicles or contents while parked on Eskaton property.

## **Guests and Visitors**

Eskaton realizes that occasions may arise when an employee needs to have a family member or visitor present at work for a short period of time. If an employee has such a need arise, the visitor or family member should not be at the workplace any longer than 30 minutes. At no time may a visitor be in employee-only areas, and it is the employee’s responsibility to ensure their visit is not disruptive. Employees must obtain their supervisors’ approval prior to the visit.

## **Off-Duty Use of Facilities**

Employees are prohibited from remaining on Eskaton premises or making use of Eskaton facilities while not on duty. Employees are expressly prohibited from using Eskaton facilities, property, or equipment for personal use. Limited exceptions may be granted by the Executive Director and must be in writing. This policy is not intended to limit the ability of employees to use Eskaton’s communication systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors, or staffing.



# ELECTRONIC COMMUNICATION AND DEVICES

## Social Media

Eskaton's expanding participation in social media intends to promote better communication with colleagues and customers, the general public, media, and key stakeholders. Such contributions may include, but are not limited to, postings in online forums, blogs and social networking sites such as Facebook, LinkedIn, YouTube, and Twitter, among others. Because online communications produced by Eskaton and its employees, volunteers or associates reflect upon Eskaton, either directly or indirectly, they must be consistent with Eskaton's Standards for Business conduct, policies, branding, and applicable laws.

Eskaton's definition of social media includes all communication or content-posting on the internet, including to your own or someone else's blog, wiki, forum, chat room, message board, personal web site, social networking website, web bulletin board, or any other form of electronic communication, whether associated or affiliated with Eskaton or not.

Social media websites include, but are not limited, to:

- Facebook
- Twitter
- LinkedIn
- TikTok
- Instagram
- Snapchat
- YouTube

## Social Media Policy

When communicating information associated with Eskaton, in name or by inference, through any social media platform, all employees must adhere to the guidelines outlined in this policy. Any conduct that adversely affects your job performance, the performance of fellow employees, residents, contractors, people who work on behalf of Eskaton, or Eskaton's legitimate business interests may result in disciplinary action up to and including termination of employment. The same is true for social media posts that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct. All online communications must be consistent with Eskaton's Standards for Business Conduct, policies, branding, and applicable laws, including HIPAA and PHI (Protected Health Information) regulations.

Employees must adhere to the following:

1. Post only appropriate and respectful content.
2. Make sure you are always honest and accurate when posting information or news. Never post any false information about Eskaton, employees, residents, those working on behalf of the company, or competitors.
3. Maintain the confidentiality of Eskaton's trade secrets and all private or confidential information, including that concerning resident privacy. Trades secrets may include information regarding processes, products, expertise, and technology. Do not post internal reports, policies, business plans, strategies, procedures, other internal communications, proprietary information, or residents' PHI.
4. For Eskaton's protection, as well as your own, respect all copyright, trademark and other intellectual property laws.

# ELECTRONIC COMMUNICATION AND DEVICES

5. Do not post any content considered PHI, including a resident's (or family member's) name, likeness, or image to any social media platform. Do not engage with posts containing PHI.
6. Do not create a link from your blog, website, or other social media site to an Eskaton website or social media channel without identifying yourself as an Eskaton employee.
7. If Eskaton is the subject of your social media post, make it clear that you are an employee and that your views do not represent those of the company, fellow employees, residents, suppliers, or people working on behalf of Eskaton. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect Eskaton's positions or strategies."

Violations of any guidelines listed above may result in disciplinary action up to, and including termination.

Nothing in this policy is intended to restrict employees in their Section 7 rights to discuss their terms and conditions of employment.

## **Using Social Media at Work**

Eskaton limits access to social media while using the company's network. If accessing social media via company property, such as a computer or smartphone, the contents are not subject to privacy protection. Eskaton reserves the right to monitor, review and store all messages, files, attachments and other information associated with the communication. Never use the company's email addresses to register on social media, blogs, or other online tools utilized for personal use.

## **Commercial Use of Social Media**

The commercial use—for business purposes or direct/indirect financial gain—of Eskaton's logo, brand name, taglines, slogans or marketing materials by employees on any social media platform is prohibited without prior approval from their manager. If an employee would like to use social media to promote the company, attract business or communicate a special offer, they must first consult with Eskaton's communication department and obtain approval. When evaluating the request, the Communications Department must strictly adhere to any and all compliance-related issues that govern advertising.

## **Media Contacts**

The publication of any official business of Eskaton must be authorized. Employees should not speak to the media on Eskaton's behalf without contacting senior management and obtaining approval. If contacted by a reporter or member of the press for comment or information on behalf of the company, employees must refer them to one of the following members of senior management: Todd Murch (CEO), Mark Jenkins (CFO), or Sheri Peifer (President).

# ELECTRONIC COMMUNICATION AND DEVICES

## **Video/Audio Recording**

Eskaton recognizes and respects the concept of open communication and interaction among residents, patients, clients, their families, guests, and representatives, staff members, and the media. A facet of this interaction may be recording community visits and events utilizing video cameras, still cameras, and/or audio recording devices. Under all circumstances, protecting resident safety, privacy, and dignity is Eskaton's primary concern. This policy establishes the limitations of recording events and visits.

With the exception of Eskaton security cameras, no resident or staff member shall be photographed or recorded without their permission or the permission of their legal representative. Except for photographs and recordings by the resident's family, representative or friends, permission shall be in writing. Eskaton retains the right to deny approval to any party to record (audio or video) provision of care.

The use of photographs or recordings of residents and employees in Eskaton publications, ads, or other materials require the prior written permission of the resident or their legal representative.

## **Personal Cell Phone Policy**

While at work, employees are to exercise the same discretion in using personal cell phones as when using Eskaton-issued phones. Personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. In most Eskaton workplace settings, personal cell phone use is prohibited during work hours so that our employees are fully focused on our residents and their care. While permitted in other non-resident settings, Eskaton encourages a reasonable standard of limiting personal calls to rest periods and meal breaks.

Personal cell phones brought into the workplace must be set to mute or vibrate during work hours. Employees must make all personal calls on non-work time and ensure that friends and family members are aware of this policy. Flexibility will be provided in circumstances demanding immediate attention.

*Note: Your supervisor may require that you do not carry your phone while performing job duties. Eskaton will not be liable for lost or stolen personal cell phones brought into the workplace.*

**SECTION**

**3**

**ESKATON**

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**EMPLOYEE HANDBOOK**

**BENEFITS  
&  
LEAVES OF ABSENCE**

# PTO & SICK TIME

## Important Information Regarding Your Benefits Plan

The official plan documents of any employee benefit plan set forth the specific terms, conditions, and limitations regarding plan eligibility and benefit entitlement. The descriptions of benefits, including, but not limited to, health, retirement, or other insurance plans, in this handbook are intended only as summaries. No portion of this handbook constitutes the official plan documents of any benefit plan. If the summaries contained in this handbook conflict in any way with the official plan documents, the provisions of the official plan documents will supersede this handbook. Employees may obtain and inspect the official plan documents from the Eskaton Support Center Human Resources department.

## Employee Insurance Benefits

### Eligibility

Part-Time and Full-Time employee are eligible for benefits after the waiting period.

### Medical

Eskaton offers comprehensive health insurance to eligible employees. The calendar year deductibles, annual out-of-pocket maximums, and co-pays vary depending on the service and provider.

### Dental

Eskaton offers eligible employees a comprehensive dental plan that includes preventative, basic, major, and orthodontic services. There is a deductible and services are covered at a percentage of services provided, up to an annual benefit maximum.

### Vision

Eskaton offers a vision plan to eligible employees, which includes co-pays for exams and financial assistance in the purchase of lenses, frames, and contacts.

### Live Health Online

All employees, whether benefit-eligible or not, can take advantage of Live Health Online, which is a virtual doctor office visit via your computer, tablet, or smart phone. Doctors are available 24 hours a day, 7 days a week. Please see your Community Business Office for access information.

### Life Insurance

Eskaton provides coverage to all eligible employees in a basic life insurance and Accidental Death and Dismemberment (AD&D) plan.

### Voluntary Life and AD&D

In addition to the basic life insurance plan, eligible employees may purchase additional amounts of individual term life insurance and AD&D for yourself, your spouse or domestic partner, and your children.

## **PTO & SICK TIME**

### **Voluntary Long Term Disability**

Eskaton offers eligible employees the option to purchase a long-term disability insurance plan. This is a wage replacement plan that covers employees who have been disabled due to an accident or illness and may pay a percentage of your salary during your extended disability.

### **Employee Assistance Plan (EAP)**

The EAP provides FREE confidential counseling and referral services to all benefit eligible employees and their dependents. Some examples are short-term counseling, parenting and childcare resources and referrals, legal consultations, financial counseling and eldercare resources and referrals.

### **Health and Wellness Program**

This plan provides employees with resources and company sponsored activities to promote health and well-being. Some of the health programs offered include annual health risk assessments, Live Well for Life through Sutter Health, smoking cessation, 24-hour nurse line, and Mommies2-B.

The Employee Wellness program includes benefits such as smoke-free campuses, discounts on gym memberships, monthly wellness newsletters, wellness champions at each community, wellness bulletin boards with nutrition, exercise, and group challenge information, fun wellness campaigns and challenges, company-sponsored local events, incentives for participation, no-cost flu shots, preventative health care, and Live Health Online. For more information, see your Community Business Office.

### **Retirement Plan – 401(k)**

Eligible employees may enroll in the Eskaton 401(k) Plan to help save for retirement.

A 401(k) plan is a retirement savings plan offered by employers that has tax advantages for the employee. It is named after a section of the U.S. Internal Revenue Code (IRC). There are two types of 401(k), a traditional pre-tax account and what is known as a Roth, and the Eskaton plan will offer both options.

With a traditional 401(k), employee contributions are made before taxes are calculated on your paycheck, which reduces your taxable income in the year the contributions are made. You will pay taxes on these contributions and any earnings thereon when the funds are withdrawn in retirement.

With a Roth 401(k), contributions are deducted from the employee's paycheck after taxes are calculated. The benefit of a Roth is that taxes will not be owed when withdrawals are taken in retirement, which means all investment earnings on your Roth 401(k) contributions will be shielded from income tax.

Eligible employees are at least 18 years of age, and have completed 90 days of service. You will receive an eligibility letter at your home with instructions on how to create an account. Employees may contribute any percentage or flat dollar amount to their 401(k) account up to a maximum of \$22,500 in 2023, plus an extra \$7,500 if you're age 50 or older. You will have

## PTO & SICK TIME

the option of either contributing pre-tax, or making “Roth” after-tax contributions. If you choose to contribute to both, please be aware that your total annual contributions between the two cannot exceed the IRS maximum.

Eskaton will match employee contributions dollar for dollar up to 4% of the employee’s income.

Enrollment in this plan may occur at any time once you are eligible and you can change your contribution amount at any time. Loans are not permitted with this plan.

### Nonexempt Paid Time Off (PTO)

The PTO plan includes part-time and full-time nonexempt employees and is effective the first of the month following 90 days of continuous employment. PTO is to cover any absence to include vacation, personal time, sick time, and unworked holidays. In combining these benefit hours in one accrual bank, employees have flexibility in how to use their accrued time. Because the nine (9) observed holidays are part of the PTO accrual, when an eligible nonexempt employee is absent on a scheduled holiday, the employee may use hours from their PTO account to cover their absence. If the employee works a holiday, they will be paid time and a half for hours worked. If the employee’s location closes for the observed holiday, such as the Eskaton Support Center, the employee must use PTO to cover the absence. For complete details, please see Eskaton Paid Time Off - Nonexempt Employees policy.

#### PTO Accrual Schedule for Eligible Nonexempt Employees:

Length of Service	PTO accrued for each straight time hour paid	Maximum PTO accrual per year	Maximum accrual total
0 – 36 months	.0615 hours	128 hrs./16 days	176 hrs./22 days
37 – 60 months	.0653 hours	136 hrs./17 days	196 hrs./24.5 days
61 – 120 months	.0807 hours	168 hrs./21 days	226 hrs./28.25 days
121 + months	.1000 hours	208 hrs./26 days	276 hrs./34.5 days

### Exempt Vacation

Exempt employees begin accruing vacation following 90 days of continuous employment. This plan covers all exempt employees except those on the executive benefit plan. For details, please see Eskaton Exempt Paid Time off Program policy.

#### Vacation Accrual Schedule for Exempt Employees:

Length of Service	Accrual for each straight time hour paid	Maximum PTO accrual per year
0 – 36 months	.0385 hours	80 hours or 10 days
37 – 84 months	.0615 hours	128 hours or 16 days
85 + months	.0769 hours	160 hours or 20 days

*Exempt maximum accrual for vacation is 240 hours or 30 days.*

### Sick Time

The accrual of sick time varies for nonexempt, exempt and executive employees. However, each plan is fully compliant with the Healthy Workplace Healthy Families Act of 2015 (also referred to as California Paid Sick). Under the Act, employers are required to provide a

## **PTO & SICK TIME**

minimum of 24 hours of sick time per year to all employees. Employees may not use sick time until after 90 days of continuous employment. Sick time may be used in increments of no less than two hours for the employee's own illness or to care for an ill parent, spouse, domestic partner, child, grandchild, grandparent or sibling, or to attend medical appointments. The 24 hours covered under California Paid Sick may not be counted against the Eskaton attendance policy. Employees may use their sick leave by making a written or verbal request to their supervisor or scheduler. If an employee calls off work citing they or a family member are sick, Eskaton will use an employee's accrued sick hours whether or not it is specifically requested. If the need to be absent is not an emergency and known in advance, employees must provide advance notice to their supervisor.

### **Nonexempt Sick Accrual**

All nonexempt employees are credited with 24 hours of sick leave upon hire. Employees may not use this time until after 90 days of continuous employment. Each year, on your anniversary date of hire (or July 1 for employees hired prior to July 1, 2014), you will be credited with sick hours up to 24 hours. At no time will you have more than 24 sick hours available in a 12-month period. For complete details, please see the Eskaton Nonexempt Paid Sick Leave policy.

### **Exempt Sick Accrual (Minor Sick)**

All exempt, non-executive employees accrue sick time each pay period. Exempt employees accrue 1.538 hours per pay period, which equals 5 days per year. These hours are also referred to as minor sick; the maximum accumulation for minor sick leave is 5 days or 40 hours.

### **Short Term Disability (Major Sick)**

Nonexempt and exempt employees accrue Major Sick hours except for temporary and on-call employees. To access Major Sick hours, an employee must be disabled according to California state disability guidelines and provide medical certification of the disability. Benefits will begin on the eighth (8<sup>th</sup>) calendar day of lost compensation. Major Sick accrual is .0269 hours per each straight time hour worked, which equals 7 days per year. The maximum accumulation for Major Sick is 22.5 days or 180 hours. Major Sick hours paid do not accrue PTO or vacation. For complete details, please see the Eskaton Short Term Disability policy.

### **Executive Paid Time Off**

Executive employees may contact Human Resources for a copy of the Executive Benefits Program.



# PTO & SICK TIME

## Holidays

Eskaton observes eight (8) holidays and one (1) floating day for its eligible employees. The holidays observed by Eskaton are:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

For employees with a Monday-Friday workweek, holidays which occur on Saturday will be observed on the preceding Friday, and the holidays which occur on Sunday will be observed on the following Monday. For 24-hours-a-day/7-days-a-week employees, holidays will be observed on the actual holiday.

A holiday shift is the first one beginning after midnight of the observation day.

Each community will designate when floating holidays will be observed (ex: employee's birthday).

An updated holiday schedule is distributed annually. Refer to the Eskaton Holiday Policy for specifics on receiving pay for a holiday.

# LEAVES OF ABSENCE

## Leave of Absence Overview

Employees may need to take time away from work for medical reasons or personal and/or family medical issues. Eligible employees may be approved for an unpaid leave of absence (LOA).

Some examples of leave include Federal Family and Medical Leave, Pregnancy Disability Leave, Military Leave, General Leave of Absence, and California Family and Medical Leave. For any leave not listed here, Eskaton complies with all federal and state laws regarding leave.

Wage replacement may be available to you through the California EDD State Disability Insurance program if you are disabled. Other benefits may be available through the California EDD Paid Family Leave Program. You may also use accrued vacation, PTO or sick leave as allowed by policy and regulation. The following information is intended to assist you in understanding what is available regarding leaves of absence.

## When Do You Need to Apply for a Leave of Absence?

If you will miss work or have a reduced schedule for more than three (3) calendar days due to personal reasons, work-related injury or illness, bonding with a new child, and/or personal or family medical related issues, a leave of absence may be required. This does not include scheduled vacations.

## Steps to Request a Leave of Absence

If the leave is foreseeable, employees are required to give thirty (30) days advance notice of a request to take a leave of absence. To apply for a leave of absence, please complete a Leave of Absence Request form. This form must be signed by you and your supervisor. Applying for a leave does not guarantee one will be granted unless mandated by law.

Here are the steps to follow if you need to request a Leave of Absence:

1. Discuss with your supervisor, Community Business Office or Eskaton Human Resources
  - a. Are you qualified to take a Leave of Absence?
  - b. What is the estimated length of your requested Leave of Absence?
  - c. Are you eligible for wage replacement? (SDI, PFL)
  - d. Will you be using available PTO or Sick Leave?
2. Provide your supervisor or Community Business Office with a completed Leave of Absence Request form (available at your Community Business Office).
3. Obtain medical certification for medical or pregnancy-related LOA.

## General Leave of Absence

General leave may be applicable when there is no state or federally-mandated leave time available to an employee. However, there is no guarantee Eskaton can accommodate a request for General Leave.

All Eskaton employees who have completed their introductory period may be eligible to apply for a General Leave of Absence up to a maximum of 30 calendar days if granted. Employees will be required to use all accrued vacation or PTO benefits. Any remaining time, up to a maximum of 30 days, will be unpaid time off. Some restrictions may apply.

# LEAVES OF ABSENCE

A General Leave of Absence does not guarantee that you will be able to return to the same job, shift or rate of pay when you are ready to come back. General leaves are not guaranteed and are granted at the discretion of the community Executive Director taking business necessity into consideration.

## **Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) permits employees to balance their work and family lives by allowing reasonable, unpaid leave for certain family and medical reasons. Under the Family and Medical Leave Act, eligible employees are entitled to twelve (12) weeks (or more, in certain circumstances) of unpaid, job-protected leave per year for one or more of the following reasons:

- The birth or care of the employee's newborn
- The placement of a child with the employee for adoption or foster care
- The care of the employee's spouse, child or parent (but not parent-in-law) with a serious health condition
- The employee's own serious health condition which makes the employee unable to perform the essential functions of his or her job

## **Guidelines**

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practical and must generally comply with Eskaton's normal call-in procedures.

Leave for birth, adoption, or foster care placement must conclude within 12 months of the birth, adoption or placement.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- A period of incapacity or treatment connected with inpatient care
- or*
- Continuing treatment by a healthcare provider that includes a period of incapacity

Though FMLA does not allow an employee to take leave to care for a registered domestic partner, the California Family Rights Act (CFRA) does. An employee who takes leave to care for a registered domestic partner is taking CFRA leave only, and this leave will not be deducted from the employee's FMLA entitlement.

## **Eligibility for FMLA**

An employee must have been employed with Eskaton for at least twelve (12) months and must have worked 1,250 hours during the 12-month period before the start of the FMLA leave. For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, Eskaton uses a "rolling" 12-month period measured backward from the date the employee's first family leave began.

# LEAVES OF ABSENCE

In determining whether the employee has worked for Eskaton for at least 12 months, the 12 months do not have to be consecutive. However, if the employee has a break in service of more than seven consecutive years, the 12-month clock restarts.

In addition, the 12-month clock will not restart, regardless of length of an employee's break in service, if the break is the result of: (1) the employee's fulfillment of military service obligations, or (2) an approved absence or unpaid leave for such purposes as child-rearing or education, if a written agreement states the intent to re-hire.

## **Intermittent Leave**

Intermittent leave is sometimes permissible for medical problems, whether to care for a seriously ill family member or for the employees' own serious health conditions. Intermittent leave for the birth or care of a newborn or placement of a child for adoption or foster care is also permissible. If you take intermittent leave for medical treatment, you must make a reasonable effort to schedule the treatment to avoid disrupting Eskaton's operations, subject to the healthcare provider's approval. Eskaton may also transfer the employee to another position with equivalent pay and benefits that better accommodates recurring periods of leave.

## **Light Duty**

An employee who voluntarily accepts a light-duty assignment while recovering from a serious health condition does not waive his or her prospective FMLA rights, including the right to job restoration.

## **Holidays**

If a holiday which an employee would not otherwise be required to work occurs during a partial week of FMLA leave, the holiday cannot be counted against the employee's FMLA leave entitlement. If the holiday occurs during a full week of FMLA leave, it can be counted against the employee's FMLA entitlement.

## **Maintenance of Health Benefits**

While on leave it is your responsibility to ensure your portion of insurance premiums are paid beginning the first of the month following the start of your leave. Payment can be made by deductions from your accrued time off (sick time, PTO or vacation) or if no accrued time off is available, you will need to make payment arrangements with the HR department Group. Health, dental and vision coverage will continue for employees on leave as if they were still working for a maximum of 6 months.

If you are granted an approved leave of absence under this policy, you are advised to arrange to pay your share of premiums during the absence. If you are collecting PTO or sick time, premiums will continue to be paid through payroll deductions. If the leave is unpaid, you are responsible for making sure Eskaton receives premium payments by the normal payroll dates. Eskaton will provide a schedule of payment amounts and due dates.

Failure to make these required payments will result in a loss of health coverage. For additional information, please contact the Eskaton Human Resources department.

# LEAVES OF ABSENCE

## **Military**

FMLA provides up to 12 weeks of leave to the immediate family members (spouses, children or parents) of reservists or members of the National Guard who are called to active duty in the U.S. military.

FMLA also provides up to 26 weeks of unpaid leave to employees who are providing care for family members wounded while serving in the U.S. military. Additional information on Military Leave is included in this section.

Family members of certain active duty personnel may also take FMLA leave for specific “qualifying emergencies,” including short-notice deployment, military events, childcare and school-related responsibilities, to make financial and legal arrangements, to go to counseling, and for post-deployment activities.

## **California Family Rights Act (CFRA)**

Eskaton will grant eligible employees (those with 12 months of service and who have worked a minimum of 1,250 hours during the most recent 12-month period) unpaid job-protected leave for up to 12 weeks. Employees are eligible for 12 weeks of leave during a rolling 12-month period, which is measured backward from the date an employee uses a CFRA leave.

Employees must provide 30 days advance notice of the need to take CFRA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practical and must generally comply with Eskaton’s normal call-in procedures.

Employees can use CFRA for the following reasons:

- Birth of a child
- Placement of a child for adoption or foster care
- Care for a serious health condition of the employee’s spouse, child, parent, parent-in-law, grandparent, grandchild, sibling, registered domestic partner or domestic partners child, or designated person
- Employee’s own serious health condition

## **Exceptions**

CFRA Leave cannot be used for disability due to pregnancy, childbirth or related medical conditions. For pregnancy-related conditions, CFRA will not run concurrent with FMLA, but will run *consecutively*.

If both parents are employees of Eskaton, each parent is entitled to up to 12 weeks of baby-bonding time or care of a family member.

## **Concurrent Leave under FMLA and CFRA**

In most instances, except the special circumstances described above and elsewhere in this section, FMLA and CFRA leaves will run concurrently. That means that the total permissible period of leave will be twelve (12) weeks.

# LEAVES OF ABSENCE

## **Pregnancy Disability Leave of Absence**

Eskaton will grant unpaid pregnancy disability leave to employees disabled due to pregnancy, childbirth or related medical conditions.

Qualified employees are eligible for a leave of absence for a maximum of four months (120 calendar days). This leave falls under the California Pregnancy Disability Leave (PDL) regulations. This four-month period includes the use of PTO, vacation, and sick leave hours in addition to remaining unpaid time to give the employee a maximum of four months of leave. Employees are required to use any accrued sick pay as part of their pregnancy leave. However, the use of PTO or vacation hours is at the discretion of the employee. After the pregnancy-related disability leave is exhausted, the employee may be eligible for up to 12 weeks of unpaid leave under the California Family Rights Act to give you time to bond with your new child.

California PDL runs concurrently with time off dictated by the federal Family and Medical Leave Act (FMLA) since that law applies to both bonding and pregnancy-related disability.

A pregnancy disability leave does not need to be taken in one continuous period of time but can be taken on an as-needed basis, as medically advised for the disability and subject to proper documentation by the healthcare provider.

As an alternative, and if one's normal duties present risks to the mother or baby, Eskaton may transfer you to a less strenuous or hazardous position, or to less strenuous or hazardous duties if you so request, with the advice of your physician, if the transfer can be reasonably accommodated. Eskaton also complies with the law regarding reasonable accommodation for an employee partially disabled due to pregnancy. Reasonable accommodations may be available, if you so request, based upon the advice of your physician. In most cases, medical documentation will be required.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your pregnancy disability leave, and medical documentation will be required. Please refer to "Steps to Request a Leave of Absence."

### **Accrual of Benefits**

You will not accrue any benefits (such as PTO, vacation, sick leave, holidays, etc.) during an unpaid portion of your leave.

Taking a pregnancy disability leave may impact certain aspects of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, possible benefit continuation under COBRA, or Eskaton's policy regarding other disabilities, please contact your Community Business Office or Eskaton Human Resources.

### **Job Reinstatement**

Under most circumstances, upon submission of a medical certification that you are able to return to work from a pregnancy disability leave, you will be reinstated to the same position

# LEAVES OF ABSENCE

you held at the time the leave began or to an equivalent position if it is available. Reinstatement to the same position is limited to instances when the employee returns to work upon the expiration of the authorized leave of absence or when the job-protected leave period expires, whichever is a shorter period of time. If the actual leave exceeds the maximum duration allowed by law, or the duration authorized by Eskaton, the employee will not necessarily be returned to the same job, shift, location, or rate of pay as before.

For questions or more information regarding California PDL, wage replacement from California's State Disability program, and how to apply for these benefits, contact your Community Business Office, Eskaton Human Resources, or go to [www.edd.ca.gov/Disability/FAQ\\_DI\\_Pregnancy](http://www.edd.ca.gov/Disability/FAQ_DI_Pregnancy).

## **Military Leave of Absence**

Employees who have received notification of military assignment must notify their immediate supervisor upon receipt of the military assignment from the proper military authority. Such leave is granted without pay. A Leave of Absence Request form must be completed by the employee.

Employees returning to their jobs after current military commitments have specific rights. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), an employee who leaves a civilian job to enter active duty in the U.S. Armed Forces, voluntarily or involuntarily, is entitled to return to the civilian job after discharge or release from active duty if these five basic eligibility criteria are satisfied:

1. The employee held a civilian job that was other than temporary.
2. The employee left the civilian job for the purpose of going on active military duty.
3. The active military duty lasts no longer than five years unless the period beyond five years (up to an additional year) is at the request, and for the convenience of, the federal government.
4. Discharge or release from active duty is under honorable conditions.
5. Within 90 days after separation (within 31 days for reservists on 90-day duty) from active duty, the employee applies for reemployment with the pre-service employer.

The veteran returning to work is entitled to:

1. Restoration of seniority and benefits (pension, sick leave, vacation, etc.) based on seniority
2. Wages reflecting continuous employment
3. Benefits, such as health insurance, immediately restored upon the individual's return to work, without a waiting period to qualify for benefits
4. The veteran's reemployment status reflect the position, hours of work, and other company conditions had the employee not taken military leave. This includes eligibility for promotions.

## **Military Spousal Leave**

You may take up to ten (10) days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:



## LEAVES OF ABSENCE

1. Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict.
2. You must be employed for an average of twenty (20) or more hours per week.
3. You must provide us with notice of your intent to take this leave within two (2) business days of receiving official notice that your spouse will be on leave from deployment.
4. You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time.

### **Kin Care**

Employees may use up to one-half of their yearly sick leave or PTO accrual to attend to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill. Leave for this purpose may not be taken until it has actually accrued.

### **Victims of Violent Crime Leave**

Eskaton prohibits discrimination or retaliation against employees who are victims of domestic violence or any violent crime who must take time off from work for designated purposes related to such event(s). Employees who are victims of domestic violence or any violent crime are eligible for unpaid leave.

An employee may request a leave of absence if they are involved in judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure their health, safety or welfare or that of their child. For victims of a violent crime or those whose immediate family members are a victim, the absence may be to attend judicial proceedings related to the crime. Immediate family is defined as spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather. An employee must provide notice and certification of their need to take leave under this policy. Certification may be sufficiently provided by:

1. A police report indicating that the employee was a victim of domestic violence or any violent crime
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or any violent crime
3. Evidence from the court or prosecuting attorney that the employee appeared in court
4. Documentation from a medical professional, domestic violence advocate, healthcare provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or any violent crime

You may use vacation, medical and/or other leave, or other accrued time off if available.

Eskaton will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.



# LEAVES OF ABSENCE

In lieu of a Leave of Absence request, if you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, Eskaton will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. Eskaton may request recertification every six (6) months from the date of the previous certification. You should notify Eskaton if an approved accommodation is no longer needed.

Eskaton will engage in an interactive process with you to identify any possible accommodations that are effective, and will make reasonable accommodations unless an undue hardship will result.

Eskaton will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

## Wage Replacement During Leave of Absence

### California State Disability

California State Disability Insurance (SDI) is a state-sponsored disability program available to you if you become disabled due to a non-work related accident or illness. This program is administered by the Employment Development Department (EDD). Once you become disabled for seven (7) consecutive days or more, you may apply for this benefit. SDI pays a percentage of your weekly earnings (up to a weekly max) as wage replacement for a maximum of fifty-two (52) weeks. This benefit may be integrated with your PTO, vacation or sick time. If you believe you qualify for SDI, contact your Community Business Office for more detailed information. You may also visit the EDD website at: <https://www.edd.ca.gov/Disability>.

### Paid Family Leave Program

Paid Family Leave (PFL) is a component of the State Disability Insurance program that provides a percentage of your salary as wage replacement to employees who need to care for the serious health condition of a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered partner. This program is administered by the EDD. **There is no waiting period for PFL.**

Employees may be eligible for up to eight (8) weeks of benefits in a twelve (12) month period under the Paid Family Leave Program if the leave of absence is for:

- The birth of an employee's child or the birth of an employee's domestic partner's child
- The placement of a child with the employee for adoption or foster care
- The serious health condition of a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered partner

Your PFL benefits may be integrated with your PTO, Vacation, and Sick time. For more information about coordinating PFL with sick leave, PTO, SDI, or other benefits, see your

# LEAVES OF ABSENCE

Community Business Office or visit the EDD website at:

[https://www.edd.ca.gov/disability/paid\\_family\\_leave.htm](https://www.edd.ca.gov/disability/paid_family_leave.htm)

Paid Family Leave insurance benefits may be applied for as soon as an employee has recovered from a pregnancy-related disability and is no longer in receipt of State Disability Insurance benefits. Paid Family Leave is a form of wage replacement and is not leave time.

## **Jury Duty**

Eligible employees are qualified to be paid for Jury Duty Service after the completion of their introductory period.

If you have received a notification to serve jury duty, you must notify your immediate supervisor and provide a copy of the jury summons.

If an eligible employee appears for jury duty service, Eskaton will pay the employee the difference between the amounts the employee receives for jury duty and the regular straight-time wage or salary missed due to service for a period not to exceed ten (10) scheduled workdays in a twelve (12) month period. Employees who must serve beyond the 10-day period must use available PTO or take the time unpaid if no PTO is available.

It is your obligation to notify your supervisor of your availability during the jury duty leave. An employee on jury duty will be expected to work as much of the regularly scheduled shift as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed eight (8) hours on a given day.

## **Witness Duty**

If you take time off to appear in court as a witness in cases that do not involve the employer, you must use accrued Vacation or PTO to cover the absence. This time is to be scheduled in advance with your supervisor.

Employees who appear as a witness on behalf of Eskaton will be paid their regular hourly or salary rate. All such pay must have prior written approval from the Community Executive Director.

## **Bereavement Leave**

In the event of a death in the immediate family, an employee who has worked 30 days will be allowed up to three (3) paid days off to grieve. The days do not need to be consecutive. Employees will be paid the straight time hourly rate for each day of absence up to three (3) days. Two additional unpaid days may be taken or the employee may use accrued PTO. Eligible part-time employees will receive pro rata compensation. This is a wage replacement benefit, which is only paid if the employee misses work. Employees must use the bereavement leave within three (3) months of the family member's death.

Please refer to the Bereavement Policy for the definition of "immediate family." Employees who may need additional time off, or time off for a relationship not covered under the Bereavement Policy, can speak to their supervisor or Community Business Office for options available to them.

# LEAVES OF ABSENCE

## School Activities

Eskaton allows the parent, guardian or grandparent who has custody of one or more children to take unpaid time away from work to participate in their children's school activities. The maximum time allowed is not to exceed eight (8) hours in a month or a total of forty (40) hours each school year. Documentation from the school verifying the employee's participation in the school activity is required. Employees must provide reasonable advance notice of the activity to their supervisor, ideally no less than twenty-four (24) hours.

If an employee is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee must alert their supervisor as soon as possible before leaving work. There are no annual limits to the amount of time that can be requested for the suspension of the student.

## Voluntary Civil Service

If you are an official volunteer firefighter or volunteer peace officer, please notify your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, notify your supervisor before doing so, if possible. You are also eligible for unpaid leave for required training.

## Voting Time

If you are unable to schedule your state, local, or national voting time prior to (or after) your scheduled shift hours, Eskaton allows you up to two (2) hours of unpaid time off to vote. Eskaton may require time off to be taken only at the beginning or end of your scheduled shift. Such scheduling must have prior approval by your community management. If you requested time off, it is necessary to present a voter's receipt to your supervisor after you have voted.

## Timely Return from a Leave of Absence

Whenever an employee is on a leave of absence, it is the employee's responsibility to stay in contact with their supervisor or Community Business Office if any changes related to status or return date have occurred. If circumstances arise which will delay a previously-expected return to work, the employee's supervisor or Community Business Office must be informed as quickly as possible and provided the updated medical information from a healthcare provider.

If you are released to work with medical restrictions, it is your responsibility to provide documentation from your medical provider detailing the specific restrictions outlined by the medical provider and the duration of the accommodation. Any request for accommodation must be provided to your supervisor at least seventy-two (72) hours in advance (excluding weekends) of your scheduled return to work date. You must have a conversation with your supervisor or Community Business Office before returning to work to ensure all documentation is in order. When a return date has been scheduled, a brief "return to work" meeting will take place on your first day before starting work to review your schedule, discuss any changes to the department, policies or procedures, and if medically applicable, to go over any short term accommodations that have been approved. In all circumstances, if the leave was for medical/health reasons, a medical release from your treating provider is required.

**SECTION**

**4**

**ESKATON**

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**EMPLOYEE HANDBOOK**

**HEALTH  
&  
SAFETY**

# HEALTH AND SAFETY POLICIES AND PRACTICES

It is the goal of Eskaton to provide a safe, functional and effective environment for residents, employees, visitors, and other customers. To achieve this goal, Eskaton's policies and procedures are designed to promote the safety, health, and productivity of employees.

## **Safety Program**

Eskaton has a written Injury and Illness Prevention Program as required by law. Your supervisor will assist you in accessing the program. It is your responsibility to read, understand and follow Injury Illness and Prevention Program provisions applicable to your work assignment. First aid supplies are available at your community. See your supervisor for the location of the first aid supplies. Should outside medical care be required, your supervisor will direct you to the appropriate medical facility and assist you in completing the necessary paperwork.

## **Recreational Activities and Programs**

Eskaton or its insurer will not be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-related duties.

## **Drug-Free Workplace**

Drug-free workplace programs help improve workplace safety and the health of employees. These programs also play an important role in fostering safer and drug-free families, schools and communities across the U.S. Moreover, Eskaton is committed to providing a safe work environment and fostering the well-being and health of its employees. That commitment is jeopardized when an employee illegally uses drugs or alcohol on the job, comes to work under their influence, or possesses, distributes or sells drugs in the workplace. Every employee shares the responsibility for maintaining a safe work environment. Co-workers should encourage anyone who may be abusing drugs or alcohol, or working under their influence, to seek help.

Off-the-job illegal drug use or activities adversely affects Eskaton in many ways, including, but not limited to, unsatisfactory job performance and/or attendance, risks to the safety of the employee, fellow employees and/or Eskaton residents, patients and clients, and/or risking damage to Eskaton's business, reputation, or Eskaton or resident property.

The use, possession, distribution or sale of non-medically prescribed controlled substances (including alcohol) on company premises or in any work environment during work hours or meal breaks is prohibited. Eskaton will not permit any employee to report to work or perform their duties after having ingested illegal drugs, or while under the influence of alcohol. The presence of any detectable amount of any illegal drug/substance in an employee's system while performing Eskaton business or in an Eskaton community is strictly prohibited.

In addition, Eskaton does not permit employees to report to work while under the influence of drugs that adversely affect their ability to safely perform essential job functions. The taking of any medication that causes drowsiness or otherwise affects job safety or performance must be made known to your supervisor to determine whether you may continue working while taking the medication. Any employee who violates this policy shall be subject to disciplinary action up to and including termination.

# HEALTH AND SAFETY POLICIES AND PRACTICES

## Smoking

As a provider of health services to older adults, Eskaton is committed to providing a safe and healthy workplace. As declared by the California Indoor Clean Air Act of 1976, tobacco smoke is a health hazard for the general public. To provide a healthy work environment for all employees, the tobacco/smoke-free campus policy has been adopted and shall apply to all employees and vendors of Eskaton. Smoking is not permitted on any Eskaton property, which includes any vehicle on Eskaton property.

This policy includes all tobacco products, as well as e-cigarettes, e-cigars, e-hookahs and all other electronic nicotine devices.

## Reasonable Suspicion

If there is a reasonable suspicion that an employee is under the influence of any drugs, substances or alcohol in company-controlled areas, on company-owned property, or while on duty, they will be asked to submit to testing procedures designed to detect the presence of drugs and/or alcohol. This includes any prescribed or over-the-counter medication, or legal recreational drugs that may impair their ability to perform their work. Supervisors are to refer to the *Reasonable Suspicion Report* that can be obtained from Human Resources or from the *N:\Drive under Departments/HR/Forms/Employee Relations/Reasonable Suspicion Report*.

Prior to completion of the *Reasonable Suspicion Report*, contact the Executive Director and Corporate Human Resources. A supplement to this report is the *Employee Response Form*. The supervisor is to complete the *Reasonable Suspicion Report* and as part of this report, is to have another supervisor corroborate their observation before proceeding. Refusal by the employee to submit to a testing procedure is considered a voluntary resignation of employment.

The employee will be suspended from work without pay until the laboratory results have been received by the employer. A positive laboratory test result for the presence of illegal drugs, alcohol and/or marijuana will result in the immediate termination of the employee. If the test result is negative and there is no evidence of employee misconduct, the employee will be returned to work and paid for the suspension period.

Eskaton may also require employees to submit to a drug/alcohol screen following an accident which requires medical treatment, results in property damage, or results (directly or indirectly) in injury to any individual whenever there is no other reasonable explanation for the accident.

## Workers' Compensation

Eskaton provides insurance for most work-related injuries or illness. This benefit is designed to protect employees against financial loss due to work-related injury or illness through workers' compensation insurance. Eskaton will comply with all legal requirements regarding workers' compensation procedures and benefits.

Any job-related injuries or illnesses should be reported to the Supervisor immediately. This includes any injury that seems small or insignificant.

# HEALTH AND SAFETY POLICIES AND PRACTICES

The insurance provides for payment of medical expenses and weekly compensation payments in accordance with state law.

Any on-the-job or work-related injury/illness must be reported immediately to your supervisor. Failure to do so may result in disciplinary action. All accidents or injuries to residents, patients, clients or visitors should also be reported immediately to your supervisor. Work-related injuries or illnesses that result in lost work time or a reduced work schedule for more than three (3) days require the Eskaton location to initiate a leave of absence for the employee.

## Ergonomics

Eskaton believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being. Eskaton will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment, processes, and employee training. If you have any questions about ergonomics, please contact the Workers' Compensation and Safety Manager located at the Eskaton Support Center.

## Annual Health Screen

Certain employees are required to have an annual health screen as a condition of continued employment. For those employees, the community will provide the exam at no cost to the employee. See your Community Business Office for further information.

## Use of Personal Automobile

If driving (errands, etc.) is a required part of your job, you must be able to provide a valid California driver's license and proof of insurance. You will be reimbursed for mileage, which will be paid at the current federal rate. If you have an accident while performing a work-related errand, report it immediately to your supervisor.

## Phones and Driving

Eskaton expressly prohibits the use of cell phones and/or other electronic communicative devices for business or personal purposes while operating a motor vehicle on Eskaton business or Eskaton time. This includes wireless and "hands-free" devices. Moreover, employees should pull safely off the road before placing or receiving calls, taking messages, sending or receiving pages, emails, or text messages, or reading smartphones, tablets or maps.

Employees using cell phones in an appropriate manner should always remember not to discuss confidential, proprietary, or trade secret issues or disclose confidential, proprietary, or trade secret information in the presence of individuals not associated with Eskaton.

## Security

Eskaton has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day, including any confidential information. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities, as well as the



# HEALTH AND SAFETY POLICIES AND PRACTICES

welfare of Eskaton employees, depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Eskaton's workplace security program is described in detail in the Illness and Injury Prevention Program (IIPP).

## Workplace Violence

Eskaton recognizes the importance of providing a safe environment for employees, residents, and visitors. The plan is developed to reduce the hazards associated with workplace violence.

1. Eskaton's Workplace Violence Prevention Plan addresses the hazards known to be associated with the three major types of workplace violence:
  - a. **Type I** workplace violence involves a violent act by an assailant with no legitimate relationship to the workplace who enters the workplace to commit a robbery or other criminal act.
  - b. **Type II** involves a violent act or threat of violence by a recipient of a service provided by Eskaton, such as a resident, client, patient, customer, or a criminal suspect or prisoner.
  - c. **Type III** involves a violent act or threat of violence by a current or former employee, supervisor or manager, or another person who has some employment-related involvement with Eskaton, such as an employee's spouse, an employee's relative or friend, or another person who has a dispute with an Eskaton employee.
2. All threats or acts of violence will be investigated by the Management Response Team, which includes, but is not limited to, the Community Executive Director, the Safety Manager, the Director of Human Resources, and the appropriate Vice President. This team will report the incident to the appropriate authorities and create a plan of action to reduce the potential of employee injury. Confidentiality of information from employees will be maintained within the Management Response Team.
3. Compliance with this policy and Eskaton's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility. Any employee who violates this policy is subject to disciplinary action up to and including termination.

Knowledge of any direct or indirect verbal threats of harm, witnessing physical or verbal intimidation or any other aggressive act or threat is considered an act of violence and must be reported to the Community Executive Director immediately.

All threats of violence are taken seriously and will initiate a thorough and prompt investigation. Threatening behavior can include such actions as:

- Throwing objects
- Making a verbal threat to harm another individual or destroy property
- Making menacing gestures
- Expressing significant grudges against co-workers



# HEALTH AND SAFETY POLICIES AND PRACTICES

- Displaying unwelcome romantic interest that exceeds the normal bounds of interpersonal interest
- Attempting to intimidate or harass other individuals by carrying a concealed weapon or flashing a weapon to test reaction

Any employee who believes they have been a victim of a threat must promptly report the facts of the incident to their supervisor or the administrator, followed by written documentation. The Community Executive Director shall contact the Director of Human Resources, who shall assemble the Management Response Team and commence the investigation within 24 hours.

## Active Shooter

The safety and security of our employees and residents is of the utmost importance to Eskaton. During your orientation you will receive training on safety and security protocols in your building to include things like fire drills and emergency evacuations. It is an unfortunate reality that employees and supervisors must also be prepared for the possibility of an act of violence occurring at the work place, such as an active shooter incident. While such an event is unlikely, all employees in the workplace must be ready to respond in such a situation. Federal guidelines instruct individuals to make decisions using the “Run, Hide, Fight” model. Employees must use their own discretion as to whether they choose to run to safety or remain in place and know how we would protect our residents.

Information detailing how to prepare and respond to an active shooter incident is provided in your new hire packet, as well as the shared N: drive. We know this is an unpleasant subject and information we hope you never have to use but it is important to be prepared. You should always speak up to your supervisor or Human Resources if you have any questions or concerns, or if you become aware of any behavior you believe may be concerning.

## Surveillance

In an effort to provide a safe and productive workplace, Eskaton may install and maintain surveillance technology in any and all communities. Surveillance cameras may be installed in work areas for specific business reasons such as security, theft protection, protection of proprietary information, resident care, etc. For training and quality assurance purposes, business phone lines may be monitored during normal business hours.

See Eskaton’s Surveillance Policy for more information.

## Heat Illness

Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water and are also allowed and encouraged to take a cool-down rest in the shade of at least five (5) minutes (in addition to the time needed to access the shade) to protect themselves from overheating. These preventative cool-down rests are paid time. Please refer to Eskaton’s Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

## Handbook Acknowledgement and Receipt

The employee handbook describes important information about Eskaton, and I understand that I should consult with my direct supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Eskaton voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Eskaton or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

This employee handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Eskaton. By distributing this handbook, the organization expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time. Eskaton reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO of Eskaton has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Eskaton is employment-at-will, which may be terminated at the will of either Eskaton or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Eskaton or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Employee's Name (Print)

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Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

## **SECTION 999.5(d)(5)(E)**

### **5) Employment Policies and Procedures**

## Anti-Harassment and Discrimination

(501)

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### POLICY STATEMENT

Eskaton is committed to providing a work environment free of harassment and discrimination. This policy applies to all persons involved in the operation of Eskaton, which includes all employees, residents/clients and third parties, such as owners, vendors, etc.

### POLICY INTERPRETATION

1. Eskaton prohibits harassment and discrimination, which includes:
  - Sexual harassment
  - Gender harassment
  - Harassment due to pregnancy, childbirth or related medical conditions
  - Race
  - Religious creed
  - Color
  - National origin or ancestry
  - Physical or mental disability
  - Medical condition
  - Marital status / Registered domestic partner status
  - Age
  - Sexual or gender orientation
  - Any other basis real or perceived protected by federal, state or local law or ordinance or regulation; this includes any person associated with anyone who is or is perceived to have any of those characteristics. All such harassment is unlawful.
2. Prohibited harassment and discrimination includes, but is not limited to, the following behavior:
  - Bullying or Abusive conduct that a reasonable person would find threatening, intimidating, or humiliating and that is unrelated to Eskaton's business interests, and/or the gratuitous sabotage or undermining of a person's work performance. Some examples include:
    - Spreading misinformation or malicious rumors
    - Regularly teasing or making someone the subject of pranks or jokes
    - Sharing of embarrassing photos or videos via e-mail or social media that negatively impact the workplace
    - Purposefully excluding or isolating a person from normal work activitiesA single physical, verbal or written act or behavior will not constitute bullying unless severe or egregious.
  - Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
  - Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures or offensive or harassing images or text on any electronic media.
  - Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis
  - Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors
  - Retaliation for having reported or threatened to report harassment or discrimination.
3. If an employee believes he/she has been harassed, he/she must provide a complaint to his/her supervisor or any other supervisor, his/her Executive Director or Vice President, or the Director of Human Resources or designee as soon as possible after the incident.
4. Supervisors will report all harassment and discrimination complaints to an Executive Director, Vice President or the Director of Human Resources or designee within 24 hours of complaint received.

**POLICY INTERPRETATION**

5. Executive and/or Corporate Directors will notify the Director of Human Resources or designee of all harassment and discrimination complains within 24 hours of complaint being received.
6. Eskaton will immediately undertake an effective, thorough and objective investigation of the harassment or discrimination allegations. Employees may need to participate in an investigation as a witness. Failure to cooperate during an investigation or impeding an investigation may be cause for disciplinary action.
7. If Eskaton determines that harassment or discrimination has occurred, effective remedial action will be taken in accordance with the circumstances involved.
8. Any employee determined by Eskaton to be responsible for harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination.
9. Action taken in response to the complaint will be made known to the employee lodging the complaint. Eskaton will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.
10. Eskaton encourages all employees to report any incidents of harassment or discrimination immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If an employee thinks they have been harassed or that they have been retaliated against for resisting or complaining, they may file a complaint with the appropriate agency.

Implementation Date: 11/30/94  
 Last Revision Date: 12/19/16  
 File Name: N: Policies; PDF Manual; HR; Legal; Anti-Harassment and Discrimination

Regulatory Reference Sources	
State	
Federal	
Other	

**Attendance Standards**

**(402)**

**POLICY STATEMENT**

Eskaton requires employees to maintain regular attendance, be on time, and work as scheduled.

**POLICY INTERPRETATION**

1. All nonexecutive employees are subject to this policy.
2. Every employee is expected to arrive and leave at the assigned time for each scheduled shift.
3. Employees must notify their supervisor at least two (2) hours before the start of their scheduled shift of any absence. When providing notification, the employee is expected to give the reason and the estimated length of the absence.

**Definitions:**

**Unscheduled Absence** - Unscheduled absences for any reason other than leave of absence or bereavement leave and except where protected by state or federal law. Absences for medical reasons of three (3) or more days may warrant a medical certification note to return to work. An absence of two (2) or more consecutive days will be treated as one (1) occurrence.

**No Call No Show** - Employees who are absent without notifying the employer may be subject to disciplinary action up to and including termination of employment.

**Lateness and Early Departures** - An employee who is not at his/her assigned workplace prepared to work at the beginning of his/her scheduled work time is considered to be late. An employee who does not remain at his/her assigned work area through the end of their scheduled shift will be considered to have an Early Departure. Employees who are permitted to leave by their supervisor due to low census, completion of work or they have previously scheduled with their supervisor to leave early will not be considered in violation of this policy.

**Grace Period** - Eskaton's timekeeping software records employee time to the minute. As many employees at a single location may be starting a shift at the same time, Eskaton has provided multiple time clocks at many of our communities to prevent excessive wait times. If despite the additional time clocks an employee is still experiencing a wait time causing them to be tardy, Eskaton will allow an employee to occasionally clock in no more than five (5) minutes before or after the start of their shift or meal period to ensure they are on time. However, an employee who abuses the system by consistently clocking in early or late for their shift or meal period may be subject to disciplinary action. Employees who are experiencing longer than normal wait times to clock in causing them to be tardy should speak to their supervisor or Executive Director.

**Attendance Problems** - It is the responsibility of the employee's immediate supervisor to monitor and maintain a record of the attendance of staff. If an employee has an attendance problem, i.e., excessive lateness (whether or not he/she has been docked), absence or a combination of both, the problem should be discussed with the employee as soon as it is noted. However, any absences that are paid through California Paid Sick Leave, AB 1522, or any absences that fall under any state or federally mandated leave cannot be counted for purposes of this attendance policy.

- For employees with more than ninety (90) days of employment, excessive guidelines are as follows:  
Three (3) occurrences of unscheduled absence in a twelve (12) month period; OR  
Six (6) occurrences of lateness in a three (3) month period; OR  
Any combination of the above.
- For employees with less than ninety (90) days of employment, excessive guidelines are as follows:  
Any instance of tardy and/or unscheduled absence in the first ninety (90) days of employment may be subject to disciplinary action up to and including termination.

Based on the employee's past attendance record and information resulting from the discussion, the supervisor may take appropriate action, up to and including termination of employment. This policy is designed to work on a "rolling 12-month calendar".

Implementation Date: 11/30/94  
Last Revision Date: 06/15/21  
File Name: N: Policies; PDF Manual; HR; Employment Issues: Attendance Standards

Regulatory Reference Sources	
State	
Federal	
Other	ESKATON_003328

## Background Investigation

(403)

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### POLICY STATEMENT

All new employees, except minors and Affordable Housing resident employees, will be fingerprinted for the purpose of conducting a criminal background search. Where applicable, volunteers, third-party contractors, and registry workers will be included.

### POLICY INTERPRETATION

1. All job candidates will be asked to sign a form authorizing Eskaton to fingerprint and perform a criminal background search within three(3) business days of the offer of employment or within the timeframe directed or scheduled by the hiring community. Volunteers and third-party contractors who do not meet the exemption criteria defined by the appropriate agency will also require fingerprinting and criminal background checks. Eskaton reserves the right to exclude any candidate from consideration for employment, or dismiss any existing employee, volunteer, or contract worker if he/she refuses to sign the form.

2. Pursuant to California Civil Code Section 1786.53, the employment application will contain a check box, which, if checked by the candidate, will waive his/her right to a copy of his/her criminal background report.

If a candidate does not waive his/her right to a copy of the report, the candidate must be provided with a copy *within seven (7) days* after receipt of the information.

3. Information contained in the criminal background search will be taken into consideration in evaluating the individual's suitability for employment, promotion, reassignment or retention.
4. Employment is contingent upon successful clearance of a criminal background search. An individual assessment will be conducted to determine suitability for employment.
5. Employees of communities licensed by the Department of Social Services (DSS) will be subject to the DSS list of prohibited Penal Code sections. All other employees will be subject to both the Department of Public Health (DPH) and the DSS list. Any exceptions to the DPH or DSS criteria must be approved by the appropriate Vice President with consultation from the Director of Human Resources.
6. Employees convicted for a crime on the applicable DSS or DPH list of prohibited Penal Code Sections may be suspended and/or discharged.
7. Any employee responsible with the security, storage, dissemination and destruction of the Department of Justice criminal background information (ex: Business Office Manager, Personnel Clerk, Executive Director) must also receive a separate Custodian of Records Clearance in addition to the standard required clearance.
8. In compliance with California Civil Code, if any *adverse action\** is taken, the candidate/employee must be provided with a copy of the criminal background report, regardless of whether or not he/she waived his/her right to receive a copy. Such candidate/employee is also to be provided with an Adverse Action Notice, documenting the circumstances for the action taken. A community designee will be responsible for ensuring that the candidate/employee receives the notice.

**POLICY INTERPRETATION**

*["Adverse action" means a denial of employment, or any decision made for an employment purpose that adversely affects any current or prospective employee.]*

- a. If the regulatory agency requires removal of the employee, immediately remove the employee and notify the appropriate Executive Director with a copy to Human Resources.
  
- b. Authorization to approve exemption requests must be given by the Chief Operating Officer with consultation from the Director of Human Resources. An employee requiring immediate removal must be terminated, and may be rehired only upon the regulatory agency's approval of exemption.
  
- 9. If a criminal background report is obtained for the purpose of conducting an investigation for suspicion of wrongdoing or misconduct, the report information may be withheld until the completion of the investigation.

Implementation Date: 02/01/00  
 Last Revision Date: 02/20/18  
 File Name: N: PDF Manual; Human Resources; Employment Issues; Background Investigation

Regulatory Reference Sources	
State	CA AB 1008
Federal	
Other	



**Bereavement**

**(201)**

**POLICY STATEMENT**

Eskaton provides reasonable time away from work, without loss of pay, to grieve, to attend or arrange the funeral of an immediate family member.

**POLICY INTERPRETATION**

1. Regular full time, regular part time and exempt employees who have successfully completed 30-days of employment will be granted a bereavement leave with pay up to a maximum of three (3) working days that do not need to be consecutive. Two additional unpaid days may be taken. Leave should be used within 3 months from the date of loss unless prior arrangements have been made with the executive director.
2. The immediate family is defined as:
 

Spouse	Parents		
Child	Current Parents-in-law	Domestic Partner	Brother-in-law
Sibling	Grandparents	Step Siblings	Sister-in-law
Grandchild	Step Grandchildren	Step Grandparents	Grandparents-in-law
3. Payment for first 3 days of bereavement leave will not be deducted from an employee's paid time off account.
4. Payment will be regular pay and will be paid at straight time pay.
5. An employee shall not be eligible to receive paid bereavement time off benefits while scheduled off or absent from work due to a leave of absence, unless the leave of absence was taken to care for the immediate family member who passed away and the employee is seeking paid bereavement time off benefits for this loss.
6. Executive Director of Program Manager may ask for documentation such as published obituary but this is not required.
7. We may not refuse to grant a request for bereavement leave by any eligible employee as stipulated in this policy and the 5 days are job protected and will not count against the attendance policy.

**Definitions:**

**Child:** An employee's or domestic partner's biological, adopted, or foster child; a stepchild; a legal ward; or a child an employee or their domestic partner has accepted the duties and responsibilities of raising, such as where an aunt raises her niece.

**Parent:** An employee's biological, foster, or adoptive parent; a stepparent; or a legal guardian.

**Parent-in-law:** An employee's current spouse's parents or domestic partner's parents.

**Domestic Partner:** Two adults who have filed a Declaration of Domestic Partnership with the Secretary of State if they are of the same sex. If they are of opposite sex, they must file an Affidavit of Domestic Partnership.

**Step Grandchildren, step Siblings, Step Grandparents:** An employee's spouse or domestic partner's grandchildren, siblings or grandparents.

Implementation Date: 07/06/88  
 Last Revision Date: 12/20/22  
 File Name: N. Policies; PDF Manual; Human Resources; Benefits; Bereavement

Regulatory Reference Sources	
State	
Federal	
Other	

## Breast Milk Expressing Accommodations

(502)

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### POLICY STATEMENT

Eskaton will reasonably accommodate employees who wish to express breast milk while at work whenever possible for one year after the child's birth.

### POLICY INTERPRETATION

1. Employees may use their paid rest break and/or their unpaid meal break. If an employee needs a reasonable amount of additional time beyond the normal paid rest break or unpaid meal period for expressing milk, the time must be provided but it will be unpaid.
2. Eskaton will provide the use of a private place to express breast milk in close proximity to the employee's work area other than a bathroom.
3. The room provided will have a locking door and a power source.

Implementation Date: 08/27/02

Last Revision Date: 03/19/19

File Name: N: PDF Manual Human Resources; Legal; Breast Milk Expressing Accommodations

Reference Sources	
State	CA Labor Code Section 1030-1033
Federal	
Other	

**POLICY STATEMENT**

Eskaton will administer the C.O.B.R.A. (Consolidated Omnibus Reconciliation Act of 1986) program in a manner which assures compliance of the law.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. If an employee or qualified beneficiary experiences a “qualified event”, they will be given, in writing, an opportunity to continue health, dental and/or vision insurance coverage at their own expense.
2. When an employee and qualified beneficiary first enroll in a health, dental and/or vision insurance plan, they will be notified of their C.O.B.R.A. rights.
3. The monthly premiums charged to an employee or qualified beneficiary shall not exceed 102% of the group rate, with the exception of participants who have been determined “disabled” by the Social Security Administration.
4. The Compensation & Benefits Department will be responsible for administration and compliance of C.O.B.R.A. for Eskaton employees and their beneficiaries.
5. More detailed explanations are in the COBRA Administration Procedures located in the Compensation & Benefits Department.

Implementation Date: 04/01/86  
 Last Revision Date: 07/08/97  
 File Name: E., Human Resources–Legal: COBRA Administration

Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

The security of Company property is of vital importance to Eskaton. Eskaton property includes not only tangible property, like desks and computers, but also intangible property such as information. All employees share the responsibility to ensure that proper security is maintained.

**POLICY INTERPRETATION AND IMPLEMENTATION**

**Proprietary and Confidential Information**

1. Proprietary information includes all information obtained by Eskaton employees during the course of their work. Confidential information is any Company information that is not publicly available. Vendor lists, patient files, personnel files, computer records, medical records, financial and marketing data, process descriptions, research and development plans, and trade secrets are examples of confidential information.
2. Employees must not use or disclose any proprietary or confidential information that they obtain during employment with Eskaton, except as required by their jobs. This obligation of nondisclosure of proprietary or confidential information remains even after an employee’s employment relationship with the company ends.

**Obligations on Termination**

On termination of employment, whether voluntary or involuntary, all Company documents, computer records, and other tangible Company property in the employee’s possession or control must be returned to the Company.

Implementation Date: 07/06/88  
 Last Revision Date: 01/09/07  
 File Name: E., Human Resources–Legal: Company Property –  
 Confidential and Proprietary Information

Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

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**POLICY INTERPRETATION**

**Proprietary and Confidential Information**

1. Proprietary information includes all information obtained by Eskaton employees during the course of their work. Confidential information is any Company information that is not publicly available. Vendor lists, patient files, personnel files, computer records, medical records, financial and marketing data, process descriptions, research and development plans, and trade secrets are examples of confidential information.
  
2. Employees must not use or disclose any proprietary or confidential information that they obtain during employment with Eskaton, except as required by their jobs. This obligation of nondisclosure of proprietary or confidential information remains even after an employee's employment relationship with the company ends. Failure to follow this policy may result in disciplinary action up to and including termination.
  
3. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Eskaton employees have the right to engage in or refrain from such activities.

**Company Property**

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employees and at any time, not necessarily in the employee's presence. Property issued by the Company such as cell phones, laptops and other equipment must be properly cared for and kept secure by the employee. Employees are required to report to their supervisor any lost or damaged equipment. The loss or damage of electronic devices must also be reported to the Information Systems Department (ISD) within 24 hours so necessary action can be immediately taken to safeguard company information.

**Obligations on Termination**

On termination of employment, whether voluntary or involuntary, all Company documents, computer records, and other tangible Company property in the employee's possession or control must be returned to the Company.

Implementation Date: 07/06/88  
 Last Revision Date: 12/19/17  
 File Name: N: PDF Manual: Human Resources; Legal; Company Property

Reference Sources	
State	
Federal	
Other	

**Compensation**

**(600A)**

**POLICY STATEMENT**

Eskaton's compensation program allows recruitment and retention of the best talent. It is Eskaton's intent to follow a compensation policy that provides equity and consistency when implementing salary administration.

**POLICY INTERPRETATION**

1. Pay Rates
  - a. It is Eskaton's intent to pay the fair market value for the position by establishing ranges that are competitive in the market.
  - b. Placement within a paygrade must be commensurate with experience.
2. New pay scales and changes to existing pay scales must be authorized by the Compensation Committee.
3. Pay Practices
  - a. All pay changes require two levels of approval above that position.
  - b. Initial pay rate and changes to pay rate must be authorized by Executive Director or higher.
4. CEO must approve all executive group compensation.
5. CEO must approve **all bonuses**.
6. CEO must approve all pay changes or initial pay rates over the top of the paygrade.
7. New or modified pay practices must be approved by Compensation Committee.
8. All compensation actions require approval by the Executive Director or higher.
9. All persons authorized to administer compensation will be held responsible for seeking clarification from the Director of Human Resources for any practices not specifically addressed in this policy.
10. Exceptions to any of the above conditions must be authorized by the CEO.

Implementation Date: 06/01/98  
 Last Revision Date: 10/18/16  
 File Name: N: PDF Manual, Wage & Hour; Compensation

Regulatory Reference Sources	
State	
Federal	
Other	

**Conflicts of Interest**

**(404)**

**POLICY STATEMENT**

Eskaton expects employees to devote their best efforts and attention to the performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee’s personal interest and the interests of Eskaton. A conflict of interest exists where the employee’s loyalties or actions are divided between Eskaton’s interests and those of their own. Both the fact and the appearance of a conflict of interest are to be avoided.

**POLICY INTERPRETATION**

1. Any exception to this policy must be approved in writing by the Chief Executive Officer.
2. Some of the more common conflicts from which an employee is to refrain include the following:
  - a. Engaging in self-employment in competition with Eskaton owned, managed or affiliate communities;
  - b. Using proprietary or confidential company information for personal gain or to the company’s detriment;
  - c. Having a direct or indirect financial interest in or relationship with a competitor, resident, customer, or supplier providing paid work for any resident or client of Eskaton owned, managed, or affiliate communities;(this includes providing paid services for residents either as a private caregiver or IHSS provider)
  - d. A supervisor engaging in a personal relationship with a subordinate that may create a conflict of interest, or the perception of a conflict of interest which directly or indirectly affects the employment relation decisions, i.e., performance evaluations, compensation, promotions, etc.;
  - e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the company;
  - f. Working for a competitor, resident, client, supplier or customer during Eskaton work time;
  - g. Using company equipment, supplies, time or labor for personal use;
  - h. Working at an Eskaton community via assignment from any outside staffing agency (e.g. filling a shift through registry).
3. Failure to adhere to this policy, including failure to disclose any conflicts or seek an exception, will result in discipline, up to and including termination of employment.

Implementation Date: 02/04/09

Last Revision Date: 04/12/22

File Name: N: Policies; PDF Manual; Human Resources; Employment Issues; Conflict of Interest

Regulatory Reference Sources	
State	
Federal	
Other	

## COVID-19 Leave Policy

(200)

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### POLICY STATEMENT

Eskaton has a range of leave options available for employees in need of time off related to COVID-19. The purpose of this policy is to outline those options.

### POLICY INTERPRETATION

#### 1. Eskaton Benefits

All employees accrue sick leave; most employees also have paid time off and short term disability, as well. These benefits can be used if employees find themselves unable to come to work either for their own illness, to care for an ill family member, or for other personal reasons.

Eskaton's existing PTO and sick leave policies are unchanged. Copies can be requested from each community's business office, or retrieved from the Eskaton N drive at [N:\Policies Procedures Forms\PDF Manual\Human Resources\Benefits](#).

CA COVID Supplemental Paid Sick Leave is reinstated February 19, 2022 with a retroactive date of January 1, 2022 and expires September 30, 2022. This entitlement provides up to 80 hours of sick leave to employees who meet any of three specific reasons related to COVID 19. For full details, please refer to the CA Department of Industrial Relations notice, located on the N Drive and your community's compliance poster bulletin board. [N:\Departments\Human Resources\COVID Information\2022 COVID-19 Supplemental Paid Sick Leave Effective February 19, 2022.pdf](#)

#### 2. Workers Compensation

If an employee has tested positive for or was diagnosed with COVID-19 within 14 days after a day that the employee performed labor or services at the employer's place of employment at the employer's direction, the employee may qualify for workers' compensation (WC) benefits. Employees may file a WC claim by contacting their community business office.

#### 3. Public Benefits

In addition to Eskaton's time off benefits, employees have access to State of California programs to support employees unable to work (or losing work hours) for various reasons. Support exists for employees unable to work because of their own illness or employees unable to work because they are caring for eligible ill family members. The California Employment Development Department (EDD) may be able to provide benefits for the following situations:

- If an employee will miss work due to their own illness, State Disability Insurance (SDI) may apply. SDI can be coordinated with your accrued sick and PTO benefits.
- If the absence is to care for an ill family member, Paid Family Leave (PFL) may apply. Again, this can be coordinated with accrued sick and PTO benefits.
- If the absence is due to a child's school closure when the child is ill, PFL benefits may apply.
- If the absence is due to a mandated isolation either for the employee or a family member, either PFL or SDI may apply.

Final determinations of benefit eligibility is the decision of the EDD. Applying for any of the EDD programs listed above will coincide with a leave of absence so please contact your supervisor and your community business office for more information.

#### 4. Mandatory COVID-19 Testing Policies

All Eskaton licensed communities (assisted living, skilled nursing, and CCRC) have mandatory testing policies in place for all employees. Regardless of vaccination status, if there is a positive case at the community all employees who access the same building as the location of the positive case, will be required to participate in the weekly testing until there is/are no positive case(s) in the building. Communities must comply with the most current testing guidelines and the specifics vary by license, by local public health agency general orders, and by guidance from each community's public health and licensing officials. Employees and outside care providers visiting a community should check with the Executive Director of



that community for the current requirements. Outside providers must be in compliance with local testing requirements to be allowed in the building. The testing requirements apply to new hires and to employees returning from leave.

Eskaton provides for testing on-site at each licensed community on a regular basis. Depending on location and supplies, this may include point of care rapid testing, and/or on-site sample collection for outside laboratory testing. For employees who receive testing elsewhere, Eskaton requires proof of testing within the applicable time period for each community prior to employees presenting to work. Any employee who needs help identifying a testing location should contact their supervisor for assistance.

Not all testing meets public health and licensing agency requirements. Testing in Eskaton communities will comply with current requirements for that community. As of the initiation of mandatory testing, baseline testing was required to be via nasopharyngeal or mid-turbinate sample collection. However, the required method of testing may change over time if directed by public health or licensing agencies. Employees who are seeking outside testing may contact the Executive Director of their community to determine the current testing requirements.

Employees have a right to refuse testing. However, employees who refuse testing will not be scheduled for any shifts and will be transitioned to on-call status until they are in compliance with local testing requirements. On-call positions are not benefitted, and the PT or FT position vacated by a move to on-call status may be filled. Employees moved to on-call status in this manner who go on to complete testing may work on-call, and may apply for open benefitted positions when they become available or resume their original position if not yet filled. Employees on on-call status must meet the on-call requirements, including working a minimum of 2 shifts per month to remain employed (subject to limited exceptions).

Alternative provisions may be made for employees who qualify for leave under the Family Medical Leave Act or the Americans with Disabilities Act, or as otherwise required by medical necessity or state/federal law.

**1. Positive Test Results**

All positive test results must be immediately reported to the employee’s supervisor. Returning to work after a positive test result without notifying Eskaton will result in immediate termination.

For employees that test positive, Eskaton will follow the protocol from California Department of Public Health (or another licensing agency, if applicable). Employees missing work due to a positive test may use their sick leave, PTO/vacation and may also apply for State Disability Insurance (SDI). If an employee is eligible for SDI they may also utilize their Eskaton Short Term Disability (major sick) hours, if applicable.

All public programs and benefits are subject to change. Eskaton will endeavor to provide notification of major changes, but please check with the EDD or HR to ensure you are relying on up-to-date information.

Implementation Date: 1/17/20  
 Last Revision Date:04/12/22  
 File Name: N: Policies, PDF Manual, Human Resources; Benefits; COVID-19 Leave

Regulatory Reference Sources	
State	
Federal	
Other	

**Disability Insurance**

**(203)**

**POLICY STATEMENT**

Eskaton participates in a state-sponsored disability program to protect a portion of the employee's wages lost due to a nonwork-related accident or illness.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Eskaton will provide EDD pamphlet DE 2515, State Disability Insurance Provisions, to each new employee within five (5) working days of the date of employment.

This pamphlet will also be provided to each employee who becomes disabled due to pregnancy or who becomes ill, injured or hospitalized due to causes unrelated to work. This will be accomplished within ten (10) days of notification that employee's absence results from the above occurrences.

2. Eskaton will deduct the state-mandated percentage of each employee's wages.
3. Eligible employees will be paid a percentage of their earnings for a maximum period provided by law.
4. Each facility will post form DE1857A Notice to Employees – Unemployment Insurance & Disability Insurance.

Implementation Date: 10/15/93  
 Last Revision Date: 04/28/97  
 File Name: E., Human Resources–Benefits: Disability Insurance

Regulatory Reference Sources	
State	
Federal	
Other	

**Discretionary Bonuses**

**(303)**

**POLICY STATEMENT**

Eskaton provides a process whereby management may reward an employee for exceptional performance or outstanding achievement.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. All requests for discretionary bonuses will be originated by the facility Administrator or Program Director and forwarded to the responsible Officer. The written request shall include:
  - A. Name of employee for whom the bonus is being requested.
  - B. Reason for discretionary bonus (this should be performance related, outlining specific details).
  - C. Amount of discretionary dollars requested; and
  - D. Date requested for check issuance.
  
2. All requests must be approved by the Compensation Committee.

Implementation Date: 10/15/93  
 Last Revision Date: 04/14/05  
 File Name: E., Human Resources–Compensation: Discretionary Bonuses

Regulatory Reference Sources	
42CFR	
Survey Tag #s	
Other	

**Dress and Grooming Standards**

**(405)**

**POLICY STATEMENT**

Eskaton considers the presentation of its image to customers, suppliers, and the public at large, to be extremely important.

**POLICY INTERPRETATION**

1. Eskaton expects its employees to observe professional standards in their personal presentation in a manner consistent with good hygiene and safety.
2. Employees shall be free from offensive body odor.
3. Excessive fragrances for personal use may not be used. A fragrance may be determined to be excessive if it is bothering residents or other employees. Common examples include but are not limited to: cologne, perfume, scented lotions, and the like.
4. Employees whose job requires them to come in contact with customers, suppliers, or the public are expected to wear apparel Eskaton considers appropriate.
5. Clothing, including masks, shall be neat, clean and free from offensive writing or graphics. Also prohibited is anything political that is supporting candidates, political parties, or anything related to an election, as well as social causes or movements, except those that are endorsed by Eskaton. No midriff or cleavage shall be exposed. Clothing that is excessively tight, revealing, baggy, saggy, or doesn't project professionalism is not permitted.
  - Any logos or graphics worn by employees must not reflect any form of violent, discriminatory, abusive, offensive, demeaning, or otherwise unprofessional message.
  - Body art and piercings, other than the ears, may be permitted at the discretion of the community Executive Director.
  - Employees will comply with all company uniform requirements as directed by their community Executive Director.
6. Shoes must be appropriate for the specific job and community keeping in mind safety and professionalism. Flip flop or thong type sandals of any material are not appropriate. The Executive Director has final approval of any footwear in his/her community.
7. Each community may establish its own dress code specific to the functions performed and consistent with the Dress and Grooming Standards policy. It will be the responsibility of each Executive Director to enforce the appropriate dress and grooming standards code.
8. Employees who are inappropriately dressed or groomed may be sent home and directed to return to work in proper attire. Such employees **will not** be compensated for the time away from work.

Implementation Date: 06/01/97  
 Last Revision Date: 11/17/20  
 File Name: N: Policies; PDF Manual; Human Resources; Employment Issues: Dress and Grooming Standards

Regulatory Reference Sources	
State	
Federal	
Other	



**ADDENDUM FOR DRIVER'S  
APPLICATION FOR EMPLOYMENT (Page 2 of 2)**

As a prospective employer, we must ask any applicant for a driving position with our company whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not obtain, "safety-sensitive transportation work" (driving a commercial motor vehicle) during the past two years.

- Yes**, I have tested positive for drugs/alcohol, or refused to take a pre-employment drug/alcohol test in the two years proceeding the date of this application.
- No**, I have not tested positive for drugs/alcohol, or refused to take a pre-employment drug/alcohol test in the two years proceeding the date of this application.

DOT regulations prohibit our utilizing you to perform a "safety-sensitive function" (driving a commercial motor vehicle) if you admit that you had a positive test, or a refusal to test, until and unless you provide documents showing successful completion of the return-to-duty process in accordance with DOT regulations.

This certifies that I completed this addendum to the employment application, and that all information therein is true and complete to the best of my knowledge. I also understand that misrepresentation or omission of information or facts may result in my rejection or dismissal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

## PAST EMPLOYMENT REFERENCES

Company Contacted: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

1. Verification: \_\_\_\_\_'s application indicates that he/she was  
Applicant's Name  
 employed as \_\_\_\_\_ at your company from \_\_\_\_\_ to \_\_\_\_\_  
Job Description

If the information provided is incorrect, please indicate corrected information below:

N/A \_\_\_\_\_

2. Accidents (please list any the driver was involved in):

Date	Type	Location	Preventable	Injury	Fatal	Cost
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

3. Citations:

Date	Type	State	DUI	Suspension	Other
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. Qualifications:

Was this driver physically qualified?  Yes  No  
 Was this driver ever disqualified?  Yes  No *If "Yes", reason* \_\_\_\_\_

5. General:

Any other violations or company infractions? \_\_\_\_\_

Would you rehire this driver?  Yes  No

6. Previous employers from your records: \_\_\_\_\_

**RELEASE & DOCUMENTATION  
OF TESTING INFORMATION BY PREVIOUS EMPLOYER**

This form may be used to fulfill the requirement of §382.413, obtaining information from a new driver's previous employer(s). This information **must** be obtained from **all** employers within the preceding two years. It **must** be obtained no later than 14 calendar days after the first time a driver performs a safety sensitive function. Send a separate request to each previous employer you may be contacting. After it is completed and signed, keep the form in the driver's qualification file.

Date of driver's employment application: \_\_\_/\_\_\_/\_\_\_

**PART 1, TO BE COMPLETED BY THE DRIVER / APPLICANT**

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
(driver's/applicant's name) (previous employer/company name)

to release to \_\_\_\_\_ at \_\_\_\_\_  
(company contact) (new employer/company name)

\_\_\_\_\_  
(address) (city, state, zip)

\_\_\_\_\_  
(phone) (fax)

results of any positive controlled substance tests, alcohol tests with a result of 0.04 or greater, evidence of refusal to be tested, and information on any required *substance abuse professional* (SAP) evaluation, determination of need for assistance, and compliance with SAP recommendations for the two years preceding the date of application (shown above). I request such records be released immediately. **This authorization is valid until withdrawn by me in writing.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(applicant's name, printed) (applicant's signature)

\_\_\_\_\_  
(social security number) (witness signature)

**PART 2, TO BE COMPLETED BY PREVIOUS EMPLOYER**

1. Has this person ever tested positive for controlled substances in the past two years during his/her employment with your company?  Yes  No
2. Has this person ever had a breath alcohol test with a result of 0.04 or greater in the past 2 years during his/her employment with your company?  Yes  No
3. Has this person ever refused a required test for drugs or alcohol in the past 2 years during his/her employment with your company?  Yes  No

NOTE: if **YES** to any of the above questions, please release any documentation relating to the SAP evaluation, determination, and compliance, and give the SAP's name, address, and phone number for further reference.

SAP Name: \_\_\_\_\_ SAP Phone: \_\_\_\_\_

SAP Address: \_\_\_\_\_

SAP City, State, Zip: \_\_\_\_\_

Name of Person Releasing Information: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Signature of Person Releasing Information: \_\_\_\_\_

DSQ-103



## DRIVER'S ROAD TEST EXAMINATION

Driver's Name \_\_\_\_\_ Phone \_\_\_\_\_

Driver's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

A person who is competent to evaluate and determine whether the person who takes the test has demonstrated that he or she is capable of operating the vehicle and associated equipment that the motor carrier intends to assign to the driver shall give the test.

### **Rating of Performance**

\_\_\_\_\_ The pre-trip inspection (as required by Sec. 392.7)

\_\_\_\_\_ Placing the equipment in operation

\_\_\_\_\_ Use of the vehicle's controls and emergency equipment

\_\_\_\_\_ Operating the vehicle in traffic and while passing other vehicles

\_\_\_\_\_ Turning the vehicle

\_\_\_\_\_ Braking and slowing the vehicle by means other than braking

\_\_\_\_\_ Backing and parking the vehicle

Type of Equipment Used in Giving the Test: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Examiner's Signature: \_\_\_\_\_

If the road test is successfully completed, the examiner shall complete a Certificate of Driver's Road Test (DSQ-105).

Remarks: \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATE OF ROAD TEST

This certificate below must be filled out upon successful completion of the road test. The original should be kept in the driver's file and a photocopy should be given to the driver.

### *CERTIFICATE OF ROAD TEST*

Driver's Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License or CDL No.: \_\_\_\_\_

State: \_\_\_\_\_

Type of Unit: \_\_\_\_\_

*This is to certify that the above-named driver was given  
a road test under my supervision*

*on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_*

*for approximately \_\_\_\_\_ miles of driving.*

*It is my considered opinion that this driver possesses sufficient  
driving skills to operate safely the type of motor vehicle listed above.*

\_\_\_\_\_  
Signature of Examiner

\_\_\_\_\_  
Title

## MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined \_\_\_\_\_  
 In accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified and, if applicable, only when:

- wearing corrective lenses
- wearing hearing aid
- accompanied by a \_\_\_\_\_ (waiver/exemption)
- driving within an exempt intra-city zone (49 CFR 391.62)
- accompanied by a Skill Performance Evaluation (SPE) Certificate
- qualified by operation of 49 CFR 391.64

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly and is on file in my office.

Signature of Medical Examiner	Telephone	Date
Medical Examiner's Name (Print)	<input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
Medical Examiner's License or Certificate No. / Issuing State:		
Signature of Driver	Address of Driver	
Driver's License No.	State	Medical Certificate Expiration Date

**DRIVER'S FILE CHECKLIST**

Driver's Name \_\_\_\_\_ Date of Hire \_\_\_\_\_

- 1. Application:
  - A. Company's current full name and address appears on application.....
  - B. Fully completed .....
  - C. Driver's license information on application (may not hold more than 1 state license).....
  - D. Application is signed and dated.....
  - E. Addendum to Application – Form DSQ-101.....
- 2. References
  - A. All past employers for the previous three years – Form DSQ-102.....
  - B. All employers in the past 2 years for positive drug screen results, alcohol test results of 0.04 or greater, or refusals to test – Form DSQ-103 .....
- 3. Road Test (documented, signed and dated) Form DSQ-104.....
- 4. Certificate of Road Test – Form DSQ-105.....
- 5. Motor Vehicle Record (California).....
- 6. Copy of Medical Examiner's Certificate – Form DSQ-106 .....
- 7. License Information (copy of license)
  - A. Check expiration date .....
  - B. Check classification .....
  - C. Forward Driver Name & License # to Risk Manager for Insurance Report.....
- 8. Pre-Employment Drug Test (results received before driver dispatched).....
- 9. Drug / Alcohol Testing Program.....
- 10. Driver Orientation – Form DSQ-201.....
- 11. Certificate of Violations – Form DSQ-202 (to be completed every 12 months).....
- 12. Driver's Safety Record – Form DSQ-203.....

## DRIVER'S ORIENTATION

Listed below are items to be completed during orientation for new drivers. The trainer and the trainee are to initial each item as trainee achieves proficiency.

	Trainer's Initials	Trainee's Initials	Date Completed
1. Gas Card			
2. Daily Vehicle Checklist (DSQ-201.2)			
3. Use of Cell Phone			
4. Pager Use			
5. Wheel Chair Lift on Van			
6. Wheel Chair Lift on Bus Class B License			
7. Helping Residents In and Out			
8. Auto First Aid Kit / Fire Extinguisher Spare Fuses/Flares/Flags			
9. Emergency Phone Numbers			
10. Where and How to Maintain Vehicles			
11. Maintenance Logs (DSQ-201.11)			
12. Accident Reporting Kit (DSQ-201.12)			
13. Driving Route			
14. CPR Certification			
15. First Aid Certification			
16. 30-day Training Program			
17. Emergency Evacuation			
18. Passenger Safety and Securing Wheelchairs			
19. Identifying Unsafe Wheelchairs/Walkers			
20. Inappropriate residents for Transportation			

Comments:

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Trainer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Trainee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**DAILY VEHICLE CHECKLIST**

DATE: \_\_\_\_\_

Vehicle ID# / License# \_\_\_\_\_

Check any defective items and give details under "Remarks"

- |  |                                       |  |
|--|---------------------------------------|--|
| <input type="checkbox"/> Battery       | <input type="checkbox"/> Lights       | <input type="checkbox"/> Safety Equipment  |
| <input type="checkbox"/> Brakes        | * Head – Stop                         | * Fire Extinguisher                        |
| <input type="checkbox"/> Parking brake | * Tail – Dash                         | * Flags-Flares-Fuses                       |
| <input type="checkbox"/> Defroster     | * Turn Indicators                     | * Spare Bulbs & Fuses                      |
| <input type="checkbox"/> Fuel Tanks    | <input type="checkbox"/> Mirrors      | <input type="checkbox"/> Steering          |
| <input type="checkbox"/> Heater        | <input type="checkbox"/> Muffler      | <input type="checkbox"/> Tires             |
| <input type="checkbox"/> Horn          | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Wheels            |
|  | <input type="checkbox"/> Reflectors   | <input type="checkbox"/> Windows           |
|  |                                       | <input type="checkbox"/> Windshield Wipers |
|  |                                       | <input type="checkbox"/> Other             |

REMARKS:

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CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

Driver's Signature \_\_\_\_\_

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ABOVE DEFECTS CORRECTED

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

Mechanic's Signature \_\_\_\_\_ Date \_\_\_\_\_

Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

**DOCUMENT TO BE RETAINED FOR THIRTY (30) DAYS**



## RECORD OF ANNUAL INSPECTION

(Prepare a separate report for each vehicle inspected)

Date:	
Facility Name	Vehicle Type <input type="checkbox"/> Truck <input type="checkbox"/> Van <input type="checkbox"/> Bus
Address	Vehicle Make      Model      Year
City, State, Zip	Vehicle ID# or License #
Inspector's Name (please print)	

### REPORT OF CONDITION

	OK	REPAIR		OK	REPAIR
<b>Brakes</b>			<b>Fuel System</b>		
Adjustment			Tank(s)		
Mech. components			Lines		
Drum/Rotor			<b>Suspension</b>		
Hose/Tubing			Springs		
Lining			Attachments		
Parking Brakes			Sliders		
Other			<b>Mirrors</b>		
<b>Exhaust</b>			<b>Frame</b>		
Leaks			Members		
Placement			Clearance		
<b>Lighting</b>			<b>Tires</b>		
Headlights			Tread		
Tail/Stop			Inflation		
Clearance/Marker			Damage		
Identification			Other		
Reflectors			<b>Wheels/Rims</b>		
Other			Fasteners		
<b>Steering</b>			Disc/Spoke		
Adjustment			<b>Windshield</b>		
Column/Gear			<b>Windshield</b>		
Axle			<b>Wipers</b>		
Linkage					
Power Steering					
Other					

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that the above vehicle has passed inspection  
 Qualified Inspector's Signature \_\_\_\_\_ Date \_\_\_\_\_



<b>INSPECTION, REPAIR &amp; MAINTENANCE RECORD</b>
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Make	Year
License #	ID #

Date	Operation Performed, Inspection, and/or Repair

**DOCUMENT TO BE RETAINED FOR ONE (1) YEAR**

## ACCIDENT REPORT FORM (Page 1 of 3)

Date of Report: Time of \_\_\_\_\_ Report \_\_\_\_\_ a.m./p.m.

Person Taking Report: \_\_\_\_\_ Phone # \_\_\_\_\_

### Driver Information

Name: \_\_\_\_\_ Injured:  Yes  No

Injury Type: \_\_\_\_\_ Treating Facility: \_\_\_\_\_

Was the injury OSHA "recordable":  Yes  No \_\_\_\_\_

### General Accident Information

Date of Accident \_\_\_\_\_ Time of Accident: \_\_\_\_\_ a.m./p.m.

Location of Accident \_\_\_\_\_

Weather Conditions:  Sunny  Cloudy  Foggy  High winds  Rain  Snow  Other: \_\_\_\_\_

Road Conditions:  Dry  Wet  Under construction  Icy  Other: \_\_\_\_\_

Light Conditions:  Dawn  Daylight  Dusk  Dark

Property Damage Estimates \_\_\_\_\_

Law Enforcement Investigation:  Yes  No What agency: \_\_\_\_\_

Were any citations issued:  Yes  No Citation(s) issued to: \_\_\_\_\_

### Vehicle Information

Vehicle ID#: \_\_\_\_\_

Make/Year: \_\_\_\_\_

Damage: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Witness Information

WITNESS #1	WITNESS #2
Name:	Name:
Address:	Address:
Phone #:	Phone #:



**ACCIDENT REGISTER**

Facility \_\_\_\_\_

Date	Driver	Vehicle ID#	Injuries	Fatalities	Towed Vehicle	Description

**CERTIFICATE OF VIOLATIONS & ANNUAL REVIEW**

Driver's Name: \_\_\_\_\_

**I. CERTIFICATE OF VIOLATIONS.** I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past twelve months.

Date	Offense	Location	Type of Vehicle Operated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral as a result of any violation required to be listed during the past twelve months.

\_\_\_\_\_  
Driver's Signature Date

\_\_\_\_\_  
Reviewer's Signature Title

**II. ANNUAL REVIEW and Evaluation of Driver's Record**

In accordance with Section 391.25, Motor Carrier Safety Regulations, all information pertinent to the above driver's safety of operations, including the list of violations furnished by him in accordance with Section 391.25, has been reviewed for the past twelve months.

Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reviewer's Signature Title Date

## DRIVER'S SAFETY RECORD

Name: \_\_\_\_\_ Date of Employment: \_\_\_\_\_

<b>COMMENDATIONS</b>		
Date	Award/Recognition From	Description

<b>COMPANY INFRACTIONS</b>		
Date	Issue	Description

<b>VIOLATIONS</b>		
Date	State	Violation Type & Description

<b>ACCIDENTS</b>			
Date	Location	Preventable	Description

**Driver Selection & Qualification Standards**

**(406)**

**POLICY STATEMENT**

Drivers of Eskaton-owned/leased vehicles must meet standards to insure the safety of residents, public and other employees. Safety must take precedence over expediency and/or shortcuts. The company intends to comply with all federal, state, and local laws and regulations. Every effort will be made to reduce the possibility of accidents.

**POLICY INTERPRETATION**

Driver Qualifications:

1. Drivers must be at least 21 years of age
2. Drivers must have two years driving experience
3. Completion of attached forms DSQ #101, #102, #103, #104, #105, #106
4. All drivers of Eskaton owned vehicles are required to be included in the DMV Pull Notice Program
5. All Class B drivers are required to be included in the random alcohol and drug testing program outlined by the DOT, Title 49 CFR part 382 and part 40.

Ineligible Drivers:

1. Driver without a valid driver license or a disqualified driver
2. Driver with two (2) or more at-fault (preventable) accidents in the last three (3) years.
3. Driver with three (3) or more of any combination of the following in the last three (3) years:
  - a. Moving Violation
  - b. At-fault passenger-handling accident (losses in excess of \$1,000)
  - c. At-fault vehicle accident (losses in excess of \$1,000)
4. Any driver with any of the following violations regardless of time period:
  - a. Homicide involving a vehicle
  - b. Using a vehicle to elude an officer
  - c. Hit and run
  - d. Manslaughter with a vehicle
  - e. Felony with a vehicle
  - f. False report to law enforcement
  - g. Permitting an unlicensed driver to drive
5. Any driver convicted of any of the following within the last three (3) years:
  - a. Driving while under the influence of alcohol or drugs
  - b. Refusal to submit to an alcohol or drug test
  - c. Reckless driving
  - d. Possession of a controlled substance
  - e. Driving while licensed is suspended or revoked
  - f. Driving on the wrong side of the road
  - g. Driving at a speed over 100 mph
  - h. Driving in a speed contest or exhibition of speed

Hired Driver Requirements:

1. Checklist of required documents must be completed prior to employment (Form DSQ-200) & all appropriate completed forms placed in employee personnel file.
2. Any exceptions to the driver qualifications must be approved by the CFO or CEO.

Implementation Date: 06/01/02

Last Revision Date: 10/11/11

File Name: E., Human Resources–Employment Issues: Driver Selection & Qualification Standards

Regulatory Reference Sources	
State	DOT Title 49 CFR part 382 and part 40
Federal	
Other	Non-Profit United Risk Mgmt Standards–Driver Selection & Performance Standards





## ADDENDUM FOR DRIVER'S APPLICATION FOR EMPLOYMENT (Page 1 of 2)

First/Middle/Last Name \_\_\_\_\_

Address(es) for the past three (3) years \_\_\_\_\_  
Street City Zip How Long

\_\_\_\_\_  
Street City Zip How Long

**EXPERIENCE & QUALIFICATIONS (Attach sheet if more space needed)**

**LICENSE**

DRIVER LICENSES	State	License No.	Type	Expiration Date

A. Have you ever been denied a license, permit, or privilege to operate a motor vehicle?  Yes  No

B. Has any license, permit, or privilege ever been suspended or revoked?  Yes  No

*If the answer to either A or B is yes, attach a statement giving details.*

**DRIVING EXPERIENCE**

Class of Equipment	From	To	Approx. # of Miles
Truck			
Passenger Van			
Passenger Bus			
Other			

**ACCIDENT RECORD FOR PAST 3 YEARS OR MORE**

Date	Nature of Accident (Rear-end, etc.)	Fatalities	Injuries

**TRAFFIC CONVICTIONS FOR PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)**

Location	Date	Charge	Penalty

**THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM FOR DRIVER'S  
APPLICATION FOR EMPLOYMENT (Page 2 of 2)**

As a prospective employer, we must ask any applicant for a driving position with our company whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not obtain, "safety-sensitive transportation work" (driving a commercial motor vehicle) during the past two years.

- Yes**, I have tested positive for drugs/alcohol, or refused to take a pre-employment drug/alcohol test in the two years proceeding the date of this application.
- No**, I have not tested positive for drugs/alcohol, or refused to take a pre-employment drug/alcohol test in the two years proceeding the date of this application.

DOT regulations prohibit our utilizing you to perform a "safety-sensitive function" (driving a commercial motor vehicle) if you admit that you had a positive test, or a refusal to test, until and unless you provide documents showing successful completion of the return-to-duty process in accordance with DOT regulations.

This certifies that I completed this addendum to the employment application, and that all information therein is true and complete to the best of my knowledge. I also understand that misrepresentation or omission of information or facts may result in my rejection or dismissal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

## PAST EMPLOYMENT REFERENCES

Company Contacted: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Contacted: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

1. Verification: \_\_\_\_\_'s application indicates that he/she was  
Applicant's Name  
 employed as \_\_\_\_\_ at your company from \_\_\_\_\_ to \_\_\_\_\_  
Job Description

If the information provided is incorrect, please indicate corrected information below:

N/A \_\_\_\_\_

2. Accidents (please list any the driver was involved in):

Date	Type	Location	Preventable	Injury	Fatal	Cost
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

3. Citations:

Date	Type	State	DUI	Suspension	Other
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. Qualifications:

Was this driver physically qualified?  Yes  No  
 Was this driver ever disqualified?  Yes  No *If "Yes", reason* \_\_\_\_\_

5. General:

Any other violations or company infractions? \_\_\_\_\_

Would you rehire this driver?  Yes  No

6. Previous employers from your records: \_\_\_\_\_

**RELEASE & DOCUMENTATION  
OF TESTING INFORMATION BY PREVIOUS EMPLOYER**

This form may be used to fulfill the requirement of §382.413, obtaining information from a new driver's previous employer(s). This information **must** be obtained from **all** employers within the preceding two years. It **must** be obtained no later than 14 calendar days after the first time a driver performs a safety sensitive function. Send a separate request to each previous employer you may be contacting. After it is completed and signed, keep the form in the driver's qualification file.

Date of driver's employment application: \_\_\_/\_\_\_/\_\_\_

**PART 1, TO BE COMPLETED BY THE DRIVER / APPLICANT**

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
(driver's/applicant's name) (previous employer/company name)

to release to \_\_\_\_\_ at \_\_\_\_\_  
(company contact) (new employer/company name)

\_\_\_\_\_  
(address) (city, state, zip)

\_\_\_\_\_  
(phone) (fax)

results of any positive controlled substance tests, alcohol tests with a result of 0.04 or greater, evidence of refusal to be tested, and information on any required *substance abuse professional* (SAP) evaluation, determination of need for assistance, and compliance with SAP recommendations for the two years preceding the date of application (shown above). I request such records be released immediately. **This authorization is valid until withdrawn by me in writing.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(applicant's name, printed) (applicant's signature)

\_\_\_\_\_  
(social security number) (witness signature)

**PART 2, TO BE COMPLETED BY PREVIOUS EMPLOYER**

1. Has this person ever tested positive for controlled substances in the past two years during his/her employment with your company?  Yes  No
2. Has this person ever had a breath alcohol test with a result of 0.04 or greater in the past 2 years during his/her employment with your company?  Yes  No
3. Has this person ever refused a required test for drugs or alcohol in the past 2 years during his/her employment with your company?  Yes  No

NOTE: if **YES** to any of the above questions, please release any documentation relating to the SAP evaluation, determination, and compliance, and give the SAP's name, address, and phone number for further reference.

SAP Name: \_\_\_\_\_ SAP Phone: \_\_\_\_\_

SAP Address: \_\_\_\_\_

SAP City, State, Zip: \_\_\_\_\_

Name of Person Releasing Information: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Signature of Person Releasing Information: \_\_\_\_\_

## DRIVER'S ROAD TEST EXAMINATION

Driver's Name \_\_\_\_\_ Phone \_\_\_\_\_

Driver's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

A person who is competent to evaluate and determine whether the person who takes the test has demonstrated that he or she is capable of operating the vehicle and associated equipment that the motor carrier intends to assign to the driver shall give the test.

### **Rating of Performance**

- \_\_\_\_\_ The pre-trip inspection (as required by Sec. 392.7)
- \_\_\_\_\_ Placing the equipment in operation
- \_\_\_\_\_ Use of the vehicle's controls and emergency equipment
- \_\_\_\_\_ Operating the vehicle in traffic and while passing other vehicles
- \_\_\_\_\_ Turning the vehicle
- \_\_\_\_\_ Braking and slowing the vehicle by means other than braking
- \_\_\_\_\_ Backing and parking the vehicle

Type of Equipment Used in Giving the Test: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Examiner's Signature: \_\_\_\_\_

If the road test is successfully completed, the examiner shall complete a Certificate of Driver's Road Test (DSQ-105).

Remarks: \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATE OF ROAD TEST

This certificate below must be filled out upon successful completion of the road test. The original should be kept in the driver's file and a photocopy should be given to the driver.

### *CERTIFICATE OF ROAD TEST*

Driver's Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License or CDL No.: \_\_\_\_\_

State: \_\_\_\_\_

Type of Unit: \_\_\_\_\_

*This is to certify that the above-named driver was given  
a road test under my supervision*

*on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_*

*for approximately \_\_\_\_\_ miles of driving.*

*It is my considered opinion that this driver possesses sufficient  
driving skills to operate safely the type of motor vehicle listed above.*

\_\_\_\_\_  
Signature of Examiner

\_\_\_\_\_  
Title

## MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined \_\_\_\_\_  
 In accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified and, if applicable, only when:

- wearing corrective lenses
- wearing hearing aid
- accompanied by a \_\_\_\_\_ (waiver/exemption)
- driving within an exempt intra-city zone (49 CFR 391.62)
- accompanied by a Skill Performance Evaluation (SPE) Certificate
- qualified by operation of 49 CFR 391.64

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly and is on file in my office.

Signature of Medical Examiner	Telephone	Date
Medical Examiner's Name (Print)	<input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
Medical Examiner's License or Certificate No. / Issuing State:		
Signature of Driver	Address of Driver	
Driver's License No.	State	Medical Certificate Expiration Date

**DRIVER'S FILE CHECKLIST**

Driver's Name \_\_\_\_\_ Date of Hire \_\_\_\_\_

- 1. Application:
  - A. Company's current full name and address appears on application.....
  - B. Fully completed .....
  - C. Driver's license information on application (may not hold more than 1 state license).....
  - D. Application is signed and dated.....
  - E. Addendum to Application – Form DSQ-101.....
  
- 2. References
  - A. All past employers for the previous three years – Form DSQ-102.....
  - B. All employers in the past 2 years for positive drug screen results, alcohol test results of 0.04 or greater, or refusals to test – Form DSQ-103 .....
  
- 3. Road Test (documented, signed and dated) Form DSQ-104.....
  
- 4. Certificate of Road Test – Form DSQ-105.....
  
- 5. Motor Vehicle Record (California).....
  
- 6. Copy of Medical Examiner's Certificate – Form DSQ-106 .....
  
- 7. License Information (copy of license)
  - A. Check expiration date .....
  - B. Check classification .....
  - C. Forward Driver Name & License # to Risk Manager for Insurance Report.....
  
- 8. Pre-Employment Drug Test (results received before driver dispatched).....
  
- 9. Drug / Alcohol Testing Program.....
  
- 10. Driver Orientation – Form DSQ-201.....
  
- 11. Certificate of Violations – Form DSQ-202 (to be completed every 12 months).....
  
- 12. Driver's Safety Record – Form DSQ-203.....



## DRIVER'S ORIENTATION

Listed below are items to be completed during orientation for new drivers. The trainer and the trainee are to initial each item as trainee achieves proficiency.

	Trainer's Initials	Trainee's Initials	Date Completed
1. Gas Card			
2. Daily Vehicle Checklist (DSQ-201.2)			
3. Use of Cell Phone			
4. Pager Use			
5. Wheel Chair Lift on Van			
6. Wheel Chair Lift on Bus Class B License			
7. Helping Residents In and Out			
8. Auto First Aid Kit / Fire Extinguisher Spare Fuses/Flares/Flags			
9. Emergency Phone Numbers			
10. Where and How to Maintain Vehicles			
11. Maintenance Logs (DSQ-201.11)			
12. Accident Reporting Kit (DSQ-201.12)			
13. Driving Route			
14. CPR Certification			
15. First Aid Certification			
16. 30-day Training Program			
17. Emergency Evacuation			
18. Passenger Safety and Securing Wheelchairs			
19. Identifying Unsafe Wheelchairs/Walkers			
20. Inappropriate residents for Transportation			

Comments:

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Trainer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Trainee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**DAILY VEHICLE CHECKLIST**

DATE: \_\_\_\_\_

Vehicle ID# / License# \_\_\_\_\_

Check any defective items and give details under "Remarks"

- |  |                                       |  |
|--|---------------------------------------|--|
| <input type="checkbox"/> Battery       | <input type="checkbox"/> Lights       | <input type="checkbox"/> Safety Equipment  |
| <input type="checkbox"/> Brakes        | * Head – Stop                         | * Fire Extinguisher                        |
| <input type="checkbox"/> Parking brake | * Tail – Dash                         | * Flags-Flares-Fuses                       |
| <input type="checkbox"/> Defroster     | * Turn Indicators                     | * Spare Bulbs & Fuses                      |
| <input type="checkbox"/> Fuel Tanks    | <input type="checkbox"/> Mirrors      | <input type="checkbox"/> Steering          |
| <input type="checkbox"/> Heater        | <input type="checkbox"/> Muffler      | <input type="checkbox"/> Tires             |
| <input type="checkbox"/> Horn          | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Wheels            |
|  | <input type="checkbox"/> Reflectors   | <input type="checkbox"/> Windows           |
|  |                                       | <input type="checkbox"/> Windshield Wipers |
|  |                                       | <input type="checkbox"/> Other             |

REMARKS:

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CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

Driver's Signature \_\_\_\_\_

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ABOVE DEFECTS CORRECTED

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

Mechanic's Signature \_\_\_\_\_ Date \_\_\_\_\_

Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

**DOCUMENT TO BE RETAINED FOR THIRTY (30) DAYS**

# VEHICLE SERVICE DUE REPORT

Make	Year
License #	ID #

Date of Inspection	Type of Inspection	Mileage at time of Inspection	Date Next Inspection Due

**DOCUMENT TO BE RETAINED FOR ONE (1) YEAR**

## RECORD OF ANNUAL INSPECTION

(Prepare a separate report for each vehicle inspected)

Date:	
Facility Name	Vehicle Type <input type="checkbox"/> Truck <input type="checkbox"/> Van <input type="checkbox"/> Bus
Address	Vehicle Make      Model      Year
City, State, Zip	Vehicle ID# or License #
Inspector's Name (please print)	

### REPORT OF CONDITION

	OK	REPAIR		OK	REPAIR
<b>Brakes</b>			<b>Fuel System</b>		
Adjustment			Tank(s)		
Mech. components			Lines		
Drum/Rotor			<b>Suspension</b>		
Hose/Tubing			Springs		
Lining			Attachments		
Parking Brakes			Sliders		
Other			<b>Mirrors</b>		
<b>Exhaust</b>			<b>Frame</b>		
Leaks			Members		
Placement			Clearance		
<b>Lighting</b>			<b>Tires</b>		
Headlights			Tread		
Tail/Stop			Inflation		
Clearance/Marker			Damage		
Identification			Other		
Reflectors			<b>Wheels/Rims</b>		
Other			Fasteners		
<b>Steering</b>			Disc/Spoke		
Adjustment			<b>Windshield</b>		
Column/Gear			<b>Windshield</b>		
Axle			<b>Wipers</b>		
Linkage					
Power Steering					
Other					

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that the above vehicle has passed inspection  
 Qualified Inspector's Signature \_\_\_\_\_ Date \_\_\_\_\_



## ACCIDENT REPORT FORM (Page 1 of 3)

Date of Report: Time of \_\_\_\_\_ Report \_\_\_\_\_ a.m./p.m.

Person Taking Report: \_\_\_\_\_ Phone # \_\_\_\_\_

### Driver Information

Name: \_\_\_\_\_ Injured:  Yes  No

Injury Type: \_\_\_\_\_ Treating Facility: \_\_\_\_\_

Was the injury OSHA "recordable":  Yes  No \_\_\_\_\_

### General Accident Information

Date of Accident \_\_\_\_\_ Time of Accident: \_\_\_\_\_ a.m./p.m.

Location of Accident \_\_\_\_\_

Weather Conditions:  Sunny  Cloudy  Foggy  High winds  Rain  Snow  Other: \_\_\_\_\_

Road Conditions:  Dry  Wet  Under construction  Icy  Other: \_\_\_\_\_

Light Conditions:  Dawn  Daylight  Dusk  Dark

Property Damage Estimates \_\_\_\_\_

Law Enforcement Investigation:  Yes  No What agency: \_\_\_\_\_

Were any citations issued:  Yes  No Citation(s) issued to: \_\_\_\_\_

### Vehicle Information

Vehicle ID#: \_\_\_\_\_

Make/Year: \_\_\_\_\_

Damage: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Witness Information

WITNESS #1	WITNESS #2
Name:	Name:
Address:	Address:
Phone #:	Phone #:







**CERTIFICATE OF VIOLATIONS & ANNUAL REVIEW**

Driver's Name: \_\_\_\_\_

**I. CERTIFICATE OF VIOLATIONS.** I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past twelve months.

Date	Offense	Location	Type of Vehicle Operated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral as a result of any violation required to be listed during the past twelve months.

\_\_\_\_\_  
Driver's Signature Date

\_\_\_\_\_  
Reviewer's Signature Title

**II. ANNUAL REVIEW and Evaluation of Driver's Record**

In accordance with Section 391.25, Motor Carrier Safety Regulations, all information pertinent to the above driver's safety of operations, including the list of violations furnished by him in accordance with Section 391.25, has been reviewed for the past twelve months.

Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reviewer's Signature Title Date

## DRIVER'S SAFETY RECORD

Name: \_\_\_\_\_ Date of Employment: \_\_\_\_\_

<b>COMMENDATIONS</b>		
Date	Award/Recognition From	Description

<b>COMPANY INFRACTIONS</b>		
Date	Issue	Description

<b>VIOLATIONS</b>		
Date	State	Violation Type & Description

<b>ACCIDENTS</b>			
Date	Location	Preventable	Description

## Drug-Free Workplace

(407)

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### POLICY STATEMENT

Eskaton maintains a strong commitment to provide a safe, efficient and productive work environment. In keeping with this commitment, Eskaton prohibits the use and/or possession of illegal drugs and alcohol in the workplace as well as any medication prescribed or over-the-counter that may impair their ability to perform their work.

### POLICY INTERPRETATION

#### General Guidelines

1. No employee may use, possess, manufacture, purchase, distribute or sell alcohol or any illegal drug or paraphernalia while on duty, actively on-call, or while operating a vehicle that is owned or leased by the company.
2. No employee may report to work, remain on duty or actively on-call while under the influence of any drugs, substance or alcohol including marijuana, medication prescribed or over-the-counter that may impair their ability to perform their work.
3. Possession of illegal drugs or alcohol is prohibited in the work area whether or not it is determined the employee has used such substances. The company reserves the right, based on reasonable suspicion, to inspect lockers, desks, tool boxes, company vehicles, packages, lunch boxes, containers, articles in such areas and other objects brought onto the company property that might conceal alcohol, or illegal drugs.

For purposes of this policy, an illegal drug is defined as any drug or substance that:

- a) is not legally obtainable
  - b) is legally obtainable, but has not been legally obtained
  - c) has been legally obtained, but is being sold, distributed or used in a manner contrary to the instructions of the physician/manufacturer.
  - d) Any drugs identified by federal and/or state government as an illegal substance.
    1. Eskaton prohibits the use of all chemical substances or drugs listed in any controlled substances acts or regulations application under federal, state or local laws. Marijuana is listed under the Federal Controlled Substance Act, therefore, even if legally obtained by prescription, it is still prohibited under our policies.
4. If there is a reasonable suspicion that an employee is under the influence of any drugs, substance or alcohol including any medication prescribed or over-the-counter that may impair their ability to perform their work in company-controlled areas, on company owned property, or while on duty, he/she will be asked to submit to testing procedures designed to detect the presence of drugs and/or alcohol. Supervisors are to refer to the Reasonable Suspicion Report which can be obtained from Human Resources or it is located on the N: Drive under HR/Forms/Employee Relations/Reasonable Suspicion Report. Prior to completion of the Reasonable Suspicion Report, contact the Executive Director and Corporate Human Resources. A supplement to this report is the Employee Response Form. The supervisor is to complete the Reasonable Suspicion Report and as part of this report, is to have another supervisor corroborate his/her observation before proceeding. Refusal by the employee to submit to a testing procedure is considered a voluntary resignation of employment.

The employee will be suspended from work without pay until the laboratory results have been received by the employer. A positive laboratory test result for the presence of illegal drugs and/or alcohol will result in the immediate termination of the employee. The community Executive Director

**POLICY INTERPRETATION**

will work with any employee who has a positive laboratory test result for the presence of legally prescribed drugs that have impaired the employee while on duty to determine the appropriate steps to take which may be referral back to the employee’s physician.

5. Eskaton may require employees to submit to a drug/alcohol screen following an accident which requires medical treatment, results in property damage, or results (directly or indirectly) in injury to any individual whenever there is no other reasonable explanation for the accident.
6. Eskaton will pay the full cost of any testing that it has requested of an applicant or employee. In the case of reasonable suspicion of an employee, Eskaton will also pay the reasonable cost of any transportation to and from a designated testing location.
7. All applicants must successfully pass a drug test as part of the hiring process. Passing is defined as a negative test result for every drug for which we screen. Eskaton does not screen for marijuana as part of the hiring process except for licensed and or certified nurses, nurses aides and therapists in a clinical or skilled setting to include homecare, adult day health care and other positions that prohibit its use by law or regulation such as Class B driver. However, it’s possession and use are prohibited in any work areas and on work time as detailed in this policy. Failing a drug test is defined as a positive test result for any one of the drugs for which we screen. This test is intended to be completed by the applicant only after an offer of employment has been made. Employment is contingent upon successful passing of the drug test, therefore a failed test will result in termination of the hiring process.
8. All applicants and current employees must sign an authorization (at the time of test) to release the test results to Eskaton management, including parental consent if employee is a minor.
9. Laboratory tests will be conducted specifically for the purpose of determining the level of alcohol and/or ~~illegal~~ drugs; no other information related to the individual's medical condition will be requested or considered.
10. In compliance with CA Labor Code, Eskaton may, at it’s discretion, reasonably accommodate any current employee who chooses to voluntarily enter and participate in an alcohol and/or drug rehabilitation program provided that the accommodation does not impose an undue hardship on the employee’s department or the company. However, this law does not prohibit Eskaton from refusing to hire or discharge an employee who, because of his/her current drug or alcohol use, is unable to perform his/her duties or endangers the health and safety of others. As a condition of returning to or maintaining employment, the employee will be required to successfully pass a drug/alcohol screen at the completion of scheduled rehabilitation.

Implementation Date: 05/01/97

Last Revision Date: 04/21/17

File Name: N: Policies; PDF Manual; Human Resources–Employment Issues: Drug-Free Workplace

Regulatory Reference Sources	
State	Labor Code Section 1025
Federal	Section 21 U.S.C. 812 (c)
Other	

**Employee Benefits Program**

**(202)**

**POLICY STATEMENT**

Eskaton offers health, dental and vision insurances, life insurance, and long-term disability insurance to all eligible employees.

**POLICY INTERPRETATION**

1. An eligible employee is one who has completed the introductory period and is classified as Regular Full-time, Regular Part-time or exempt.
2. Eligible employees may participate in the Employee Benefits Program the first day of the calendar month following 60 days of continuous service or the first of the month following a status change.
3. Employee Assistance Program (EAP) benefits are effective upon date of hire.
4. Employees on an approved Eskaton leave of absence may continue their health benefits at the Eskaton group rate for a maximum of six (6) months, or longer if required by law, as long as required premiums are paid timely. Premium payments are due on the first of each month with a 30-day grace period. Payment received after the grace period will not be accepted.
5. Benefit premiums will be paid through payroll deduction using the employee's accrued sick or paid time off hours unless there is no accrual time to draw from. Employees without sick or paid time off accruals must coordinate their benefit premium payment with the Human Resources Department preferably prior to the start of their leave of absence.
6. When employees exhaust their time under the group health rate, as indicated above or when premiums are not paid by the end of the grace period, they will be eligible to continue coverage under COBRA the first of the month following either event.
7. No exceptions to the standard employee benefits or eligibility for participation in the Employee Benefits Program may be offered without approval from the CEO and CFO.

Implementation Date: 07/28/93  
 Revision Date: 11/16/21  
 File Name: N: PDF Manual; Human Resources: Benefits: Employee Benefits Program

Regulatory Reference Sources	
State	
Federal	
Other	

**Employee Categories (Exempt/Nonexempt)**

**(205)**

**POLICY STATEMENT**

To provide clarity in the interpretation of employment, benefit eligibility, and employee status, it is the policy of Eskaton to define various employee classifications.

**POLICY INTERPRETATION**

Employees are divided into two (2) major categories:

1. Non-Exempt Employees:

Includes all regular employees who are covered by the overtime provisions of the Fair Labor Standards Act or any applicable state law. Employees in this category are entitled to premium pay for hours worked in excess of forty (40) hours in a work week or eight (8) hours in a work day, unless such employees qualify for an eight (8) and eighty (80) schedule under Wage Order 5

- A. Regular Full-time Employees: An employee who is regularly scheduled a minimum of sixty-six (66) hours in a two-week pay period on a continuing basis.
- B. Regular Part-time Employee: An employee who is regularly scheduled between fifty (50) and sixty-four (64) hours in a two-week pay period on a continuing basis.
- C. On Call Employee: On call employees are identified as those employees who are routinely scheduled no more than forty-eight (48) hours in a two-week pay period.
- D. Temporary Employee: A temporary employee is an employee who is hired on a temporary basis, usually up to 90 days, or for the completion of a specific task or project. However, an employee will not automatically change from temporary to another status merely by working in excess of the period originally expected and designated. An employee will change from temporary to regular status only if advised of such change in writing by the Executive Director. Such notification will indicate the effective date the employee became, or will become, a regular employee. Employees who transfer from temporary status to that of a regular employee shall not receive credit for their past service.

2. Exempt Employees:

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. The job description will indicate the exemption status (see copy of job description).

Implementation Date: 07/06/88  
 Last Revision Date: 11/16/21  
 File Name: N: Policies; PDF Manual; Human Resources; Benefits: Employee Categories

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

All employment at Eskaton is “At-Will.”

**POLICY INTERPRETATION**

1. “At-Will” means that both employees and Eskaton have the right to terminate employment at any time, with or without advance notice, and with or without cause.
2. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company.
3. No one, other than the CEO of Eskaton, has the authority to:
  - alter this arrangement
  - enter into an agreement for employment for a specific period of time
  - make any agreement contrary to this policy
4. Any agreement to alter this “At-Will” policy must be in writing and must be signed by the CEO of Eskaton and the affected employee.

Implementation Date: 06/01/97  
 Last Revision Date: 03/19/19  
 File Name: N: PDF Manual, Human Resources, Legal, Employment At-Will (505)

Reference Sources	
State	CA Labor Code 2922
Federal	
Other	

**Employment of Relatives**

**(409)**

**POLICY STATEMENT**

Relatives of employees may be eligible for employment with Eskaton only if the individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise.

**POLICY INTERPRETATION**

1. An employee's relative shall not be eligible for employment where potential problems of supervision, security, morale, or other conflicts of interest exist.
2. "Relatives" are defined as related by blood or marriage or whose relationship to the employee is similar to that of persons who are related by blood or marriage.
3. If two employees marry, become domestic partners, or become related and potential problems, similar to those noted in #1 above, exist, only one employee will be permitted to remain in the same position.
4. Any exceptions to this policy will need approval from appropriate VP and documented in the employee's file.

Implementation Date: 07/06/88  
 Last Revision Date: 03/19/19  
 File Name: N: PDF Manual, Human Resources, Employment Issues, Employment of Relatives

Regulatory Reference Sources	
State	
Federal	
Other	



## Employment Reference Inquiries

(411)

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### POLICY STATEMENT

Eskaton conducts reference inquiries to supplement and support information gained during the pre-employment process. All offers for employment are contingent upon reference inquiries. In addition, Eskaton has a strict policy on giving employment-related information when we are called for a reference.

### POLICY INTERPRETATION

- A. Eskaton requires that two (2) or more employment references be contacted prior to sending a candidate to the panel interview step of the recruitment process. Where a license or education requirement exists, licensure and/or educational verification must be checked/reviewed in addition to the employment reference checks.
- B. References are confidential, and every effort must be made to ensure this confidentiality. The interviewer shall not reveal the results of the reference inquiries to the candidate.
- C. References may be conducted in writing or by telephone. Resources used shall include:
  - 1. Past Supervisors
  - 2. Human Resource / Personnel Departments of previous employers
  - 3. Current employers
  - 4. Personal as a last resource
- D. All telephone conversations shall be documented during and immediately after the conclusion of the conversation, and shall identify the name and title of the person providing the reference and date.
- E. Persons conducting reference checks may document results on Eskaton "Employee Reference Request" form. The individual conducting the reference check should be the supervisor, administrator or an employee whose primary duties include hiring (ex: Human Resources, Director Staff Development).
- F. All reference checks shall be handled confidentially, documented and filed in the employee's confidential file.
- G. Hiring communities must do a verification of prior employment with Eskaton which requires the Business Office to email Human Resources to verify if the candidate has previously worked for Eskaton. The response will be recorded on the Eskaton Previous Employment Verification form which will be filed in the new employee's confidential personnel file.

### ***Reference Checks On Current or Former Employees***

- A. Employees may complete the bottom portion of the Employee Reference Request form if they wish to have Eskaton respond to employment reference inquiries. Without exception, the only information Eskaton employees may give to outside agencies on a current or former employee is the following:
  - 1. Title of position held
  - 2. Dates of employment
  - 3. Work status (Full-time, Part-time, or On-Call)
- B. Rehire eligibility status shall not be discussed with anyone outside the organization.
- C. References in writing for current or former employees of Eskaton are discouraged.
- D. Internal or former employee reference check must include the hiring community contacting each current and former Eskaton community where the employee has worked and will record the

## POLICY INTERPRETATION

information on the Eskaton Previous Employment Verification form. The hiring community must also review the employee personnel file (but not the confidential file) prior to finalizing an offer of employment or transfer.

### ***Protecting Against Liability for Workplace Violence***

- A. In the event that an employee engaged in any violent behavior while employed at Eskaton, the Human Resources Department will discuss such information in response to employment inquiries.
  
- B. Any inquiries regarding such employees must be referred immediately to the Human Resources Department to protect against liability for workplace violence.

Implementation Date: 11/30/94  
Last Revision Date: 01/24/14  
File Name: N: PDF Manual; Human Resources; Employment Issues: Employment Reference Inquiries

Regulatory Reference Sources	
State	
Federal	
Other	

**Equal Employment Opportunity**

**(507)**

**POLICY STATEMENT**

Eskaton provides equal employment opportunities for applicants and employees in compliance with all federal, state, and local laws, ordinances, and regulations prohibiting discrimination in employment.

**POLICY INTERPRETATION**

1. All levels of management are accountable for adherence to this policy and responsible for its dissemination to all employees under their supervision.
  
2. Eskaton prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer or genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, personal reproductive decisions, and any other status protected by state or federal law.

In addition, Eskaton prohibits retaliation against a person who engages in activities protected under this policy. Reporting or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings, arising out of a violation of this policy are protected activities under this policy. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

3. No program or activity shall be administered that excludes from participation, denies benefits to, or subjects any individual to discrimination solely by reason of disability. Eskaton shall provide reasonable accommodation to the known physical or mental limitations of any otherwise qualified employee or applicant with a disability, unless such accommodation poses an undue hardship such as a bona fide occupational qualification or business necessity. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their Eskaton Director / Program Director and Human Resources.

Implementation Date: 07/06/88  
 Last Revision Date: 12/20/22  
 File Name: N: PDF Manual, Human Resources, Legal, Equal Employment Opportunity

Regulatory Reference Sources	
State	FEHA
Federal	EEOC
Other	



2023



# EMPLOYEE BENEFITS GUIDE

# Benefits

## BUILT FOR YOUR NEEDS

At Eskaton, we care about your wellbeing. That's why we provide a comprehensive benefits packet to support your needs.

This guide is here to help you understand your benefits and how to use them. Make sure you take full advantage of the options available to you and select the best coverage for you and your family.

### Benefit Questions?



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Disclaimer: read carefully

*This benefits guide briefly describes your benefits choices and your options to enroll. All benefits, and your eligibility for benefits, are subject to the terms and conditions of the benefit plans, including group insurance contracts. This guide is not intended to be a complete description of the benefits and it is not a summary plan description or plan document. In the event of any conflict or discrepancy between this guide and the plan documents, the plan documents will govern. Information contained in this Health Benefits Guide is proprietary and confidential to Eskaton. Eskaton reserves the right to modify or terminate any of the described benefits at any time and for any reason. This guide is not a guarantee of current or future employment or benefits. Some benefit programs require contributions from the employee. Refer to your benefits materials for additional details about any plan.*

# Eligibility

## Who is eligible and when

You are eligible to enroll or make changes to your benefit plans during Eskaton's annual Open Enrollment, which is typically held each November for a January 1 effective date. If you are enrolling as a new hire, your benefits will become effective the first day of the month following 60 consecutive days of employment.

You can also make changes outside of these traditional enrollment periods if you experience a qualifying event, such as marriage, divorce, legal separation, birth, adoption, death in family, spouse loss of other coverage or dependent child reaching limiting age.

Full-Time employees are those working 33+ hours per week and Part-Time employees are those working 25-32 hours per week.

## Eligible dependent definitions by plan

### Medical, dental and vision plans

- Spouse: defined by applicable state law
- Domestic partner: same sex or opposite sex as outlined in this guide
- Dependent children up to age 26
  - Natural or adopted children who can be claimed as your tax dependents
  - Stepchildren whom you support and live with you in a parent-child relationship
  - Children placed in your home for adoption or foster care
  - Any other children you support for whom you are the legal guardian or for whom you are required to provide coverage as the result of a qualified medical child support order

## Domestic partner eligibility criteria

If you are enrolling a domestic partner you will be asked to attest to your domestic partner relationship and that you have met all the eligibility requirements listed below for the previous 12 months:

- Share a common principal place of residence and intend to do so in the future
- Are jointly responsible for each other's basic living expenses
- Both 18 years old or older and are mentally competent to enter into a legally binding contract
- Neither of you are married or a member of another domestic partnership
- Not related by blood to such a degree that you would be prevented from marrying in the state in which you reside
- Agree to notify Eskaton immediately upon your failure to satisfy any of the criteria of domestic partnership
- You understand that it is a fraudulent act to obtain health coverage by misrepresenting any facts stated herein

*Note: The value of health care coverage provided for a domestic partner or any enrolled dependent children of your domestic partner is treated as income to you for federal tax purposes (and in most cases, state tax purposes). Eskaton will report the value of the coverage as income to you on your W-2 Form and will withhold applicable taxes. It is recommended you consult with your tax advisor for more information on how this affects you.*

# Enrollment

## Where to get more information

HRconnection is your 24-hour Employee Benefits resource center! This portal is devoted to providing you with up-to-date information about your insurance benefits. It's here when you need it, any time day or night.

For more information about your benefits, please visit your benefit center HR Connection at:



[hrconnection.com](https://hrconnection.com)

User Name: Eskatonbenefits

- Get the most up-to-date benefit information
- Explore links to useful benefits-related websites
- Review your employee cost share amounts
- Review Summary Plan Descriptions (SPDs) and benefit summaries
- Find network providers in your area

## What happens if you don't enroll

If you are currently enrolled in health benefits and you don't actively enroll during the Open Enrollment period, you will continue to receive your current year's medical, dental, vision, life, and disability insurance coverage for yourself and your covered dependents.

New employees who don't enroll in employer-sponsored benefits within the 45-day period will have to wait until the next Open Enrollment period. If waiving coverage, you must log into <https://n31.ultipro.com> and waive your benefits online.

You will not be able to make changes until the next annual Open Enrollment period or until you experience a qualifying event.

## Making changes

Qualifying events — such as marriage, divorce, legal separation, birth, adoption, death in the family, spouse loss of other coverage, dependent child reaching limiting age — may require you to change your benefits to accommodate your new situation. Following IRS regulations, you can make changes consistent with your life event by notifying Human Resources within 31 days of the date of the event. If you miss the 31 day period, you will have to wait until the next Open Enrollment to change your benefits.



# Medical Insurance

## HealthComp TPA

Eskaton employees have access to the Anthem PPO network of providers and facilities. HealthComp Administrators is the Third Party Administrator (TPA) and will house your eligibility and pay your claims. When you use an Anthem PPO in-network provider, you will receive a higher level of benefit coverage. When you use a provider outside of the Anthem network, you will pay more out-of-pocket.

You can access your account through the HealthComp TPA at: [healthcomp.com](http://healthcomp.com) or download the app, HCOOnline for your smartphone. You can view benefits, enrollment, claims history, your Explanation of Benefits (EOB), inquire about claims and request an ID card and more.

### PPO plan

	In-network	Out-of-network
<b>Provider network</b>	Anthem Blue Cross	N/A
<b>Calendar deductible</b>	\$250 Individual / \$750 Family	\$1,000 Individual / \$3,000 Family
<b>Calendar out-of-pocket maximum</b>	\$2,000 Individual / \$6,000 Family	\$4,000 Individual / \$8,000 Family
<b>Coinsurance</b>	20%	40%
<b>Office visit / Telemedicine</b>	\$20 copay	40% after deductible
<b>Specialist visit</b>	\$40 copay	40% after deductible
<b>LiveHealth Online</b> (virtual visit)	No charge	Not covered
<b>Preventive services*</b>	No charge	Not covered
<b>Diagnostic</b> (lab & x-ray)	\$20 copay	40% after deductible
<b>Hospital Inpatient</b>	\$100 copay + 20% after deductible	\$100 copay + 40% after deductible
<b>Hospital Outpatient</b>	20% after deductible	40% after deductible
<b>Emergency room</b> (waived if admitted)	\$100 copay	\$100 copay + 40% after deductible
<b>Urgent Care</b>	\$50 copay	\$50 copay + 40% after deductible
<b>Chiropractic / acupuncture</b> (up to 20 visits/year)	\$15 copay	40% coinsurance after deductible
<b>Prescription drugs - Retail**</b> (30-day supply)	Generic: \$15 copay Formulary/Brand: \$30 copay	Generic: \$30 copay Formulary/Brand: \$60 copay
<b>Mail order &amp; Retail**</b> (100-day supply)	Generic: \$30 copay Formulary/Brand: \$60 copay	Not covered
<b>CanRx***</b>	\$0 copay	Not covered

\*Preventive services include adult and children annual physicals, routine mammogram, pap smear, and routine prostate exam and tests. See Summary Plan Description for details.

\*\*Prescriptions drug copays does not accrue toward the calendar year out-of-pocket maximum.

\*\*\*Only applicable to certain drugs. Members who qualify for CanRx will receive notification by mail.

This is intended to be a guide. For a complete description, refer to the summary plan documents. If there is a



# Dental Insurance

## HealthComp TPA

Eskaton's dental coverage provided through HealthComp TPA allows you to receive care from any licensed dentist of your choice. Below is a summary of the key features and costs.

<b>HealthComp</b>	
<b>In-network</b>	
<b>Deductible</b>	\$50 Individual
<b>Annual benefit maximum</b>	\$1,500 per person
<b>Preventive</b>	100% (deductible waived)
<b>Basic services</b>	80% after deductible
<b>Major services</b>	80% after deductible
<b>Orthodontics eligibility</b>	Adults and dependent children
<b>Orthodontics services</b>	50% after deductible
<b>Orthodontics lifetime maximum</b>	\$1,000 per person

# Vision Insurance

## HealthComp TPA

Eskaton's vision coverage allows you to receive vision services through any provider of your choice. Below is a summary of covered services and costs.

<b>HealthComp</b>	
<b>In-network</b>	
<b>Copays</b>	Exam: \$10 copay Materials: \$25 copay
<b>Exams (every 12 months)</b>	100% after copay
<b>Lenses (every 12 months)</b>	Single Vision - up to \$70 Lined Bifocals - up to \$90 Lined Trifocals - up to \$130 Lenticular/Progressive - up to \$130
<b>Frames (every 24 months)</b>	up to \$150
<b>Contacts</b>	up to \$105 with additional lens allowance up to \$150 every 24 months

*This is intended to be a guide. For a complete description, refer to the summary plan documents. If there is a discrepancy, the plan documents govern.*

# 2023 Employee Cost Summary

When you elect medical, dental, or vision coverage through Eskaton, your monthly contributions noted below are deducted from your pay before income and Social Security taxes are withheld. This means that you will not have to pay federal income tax, Social Security tax or Medicare tax on the amount of your premium payments that are paid each pay period. You may wish to consult your legal and/or tax advisor regarding the actual tax savings you may realize.

Domestic partner elections may be subject to imputed income tax, per IRS regulations.

## Plan Elections

## Employee's Premium

	Total Monthly Rate	Eskaton Monthly Cost	Employee Monthly Cost	Employee Per Pay Period Cost
<b>Medical PPO Plan - Full-Time 35+hours/week</b>				
Employee Only	\$1,122.24	\$1,002.24	\$120.00	\$60.00
Employee + One Dependent	\$2,150.80	\$1,725.80	\$425.00	\$212.50
Employee + Family	\$2,933.03	\$2,238.03	\$695.00	\$347.50
<b>Medical PPO Plan - Part-Time 25-34 hours/week</b>				
Employee Only	\$1,122.24	\$997.24	\$125.00	\$62.50
Employee + One Dependent	\$2,150.80	\$1,705.80	\$445.00	\$222.50
Employee + Family	\$2,933.03	\$2,208.03	\$725.00	\$362.50
<b>Dental and Vision Package - Full Time 35+ hours/week and Part-Time 25-34 hours/week</b>				
Employee Only	\$59.01	\$44.01	\$15.00	\$7.50
Employee + One Dependent	\$117.70	\$82.70	\$35.00	\$17.50
Employee + Family	\$164.79	\$99.79	\$65.00	\$32.50

# Additional Benefits

## Aflac Supplemental Insurance

### Aflac is different from health insurance

Major medical pays for doctors, hospitals, and prescriptions. Aflac pays cash directly to you, unless otherwise assigned, to help with daily expenses due to a covered illness or accident. The benefits are predetermined and paid regardless of any other insurance you have. You can use your Aflac benefits check to help pay for groceries, child care, or rent. It's totally up to you. When you have an Aflac policy-it's yours. You own it. Even if you change jobs or retire, you can take your Aflac policy with you.

### Aflac pays you cash benefits even when you're healthy

We want you to be healthy-that's why several of our policies promote preventive care. When you're sick or hurt, the last thing you need is a complicated form to fill out. Aflac benefits are easy to understand, and you can file most claims online or with an App on your phone!

Your Aflac representative is: **Lisa Garland 916.780.0959** [lisa@teamgarland.com](mailto:lisa@teamgarland.com)

## Employee Assistance Program

### CONCERN

Eskaton Provides an Employee Assistance Program (EAP) to all benefited employees and their dependents through CONCERN. CONCERN is a confidential short-term counseling and referral service designed to provide you and your family with assistance in managing every day

concerns. Some of the services offered include:

- Short-term counseling – up to 5 visits per incidence per family member per 12 month period
- Parenting and childcare resources and referrals
- Legal consultations
- Financial counseling
- Eldercare resources and referrals
- Online wellness resources to include monthly webinars
- eM Life – a suite of evidence-based live and on-demand mindfulness solutions

Available from a smart phone, tablet or computer, CONCERN offers a digital platform that is the front door to everything CONCERN has to offer. It combines technology, counseling, self-help tools, life balance resources, and compassionate human interaction all in one place.

Getting started:

Visit [concernhealth.com](http://concernhealth.com) and log in with our company code (Eskaton) and follow any of the in-page links to begin. For questions about CONCERN or for immediate live support, please call 800.334.4222. Help is available 24/7 365 days per year.

# Income Protection

## Basic Life & AD&D

### Lincoln Financial Group

As an eligible employee, you are provided with basic life insurance and Accidental Death & Dismemberment (AD&D) coverage at no cost to you. Life insurance pays funds to your designated beneficiaries after your death, while AD&D pays an amount equal to your life insurance in the event of an accidental death or for certain accidental injuries.

	Carrier	Coverage	Maximum Benefit
<b>Basic Life and Accidental Death &amp; Dismemberment (AD&amp;D)</b>	Lincoln Financial Group	\$10,000	\$10,000

## California State Disability (SDI)

California State Disability Insurance (SDI) is a state disability program available to you if you become disabled due to a non-work related accident or illness. Once you have been disabled for seven consecutive days, you may receive 60-70% of your weekly earnings, up to the CA SDI/EDD set weekly max for a maximum of 52 weeks.

	Carrier	Coverage	Maximum Benefit
<b>Short-Term Disability</b>	California State Disability Insurance (SDI)	60-70% of average weekly wages, based on past earnings as calculated by the EDD	Determined by the EDD



# Voluntary Income Protection

## Voluntary Life & AD&D

### Lincoln Financial Group

In addition to the basic life insurance plan, you are eligible to purchase additional amounts of individual term life insurance and Accidental Death & Dismemberment (AD&D) for yourself, your spouse or domestic partner, and your children. Should you leave the company, your life coverage is portable if you apply within 31 days of your termination date.

	Coverage	Maximum Benefit	Guaranteed Issue*	Benefits Reduction Schedule
<b>Employee Vol. Life &amp; AD&amp;D</b>	Increments of \$10,000, max 5x annual salary	\$500,000	\$200,000	Age 70: 65% Age 75: 45% Age 80: 30% Age 85+: 15%
<b>Spouse Vol. Life &amp; AD&amp;D</b>	Increments of \$10,000, up to 100% of employee coverage	\$500,000	\$30,000	
<b>Child(ren) Vol. Life only</b>	\$10,000 or \$20,000	\$500 (birth-13 days) \$2,000 (14 days-6 mos) \$20,000 (6 mos-26 years)	\$20,000	N/A

\*Guarantee issue only applies when you are newly eligible for the plan. Amounts requested above the guaranteed issue amount will require an Evidence of Insurability (EOI) form before the higher level of coverage is effective.

## Voluntary Long-Term Disability

### Lincoln Financial Group

Once you have been disabled due to an accident or illness for 90 consecutive days, your Voluntary Long Term Disability (LTD) coverage begins. If you pay your premiums with post-tax dollars, your benefits will not be taxed. If you pay your premiums with pre-tax dollars, your benefits will be taxed. Your LTD benefit will not be reduced by the amount of other income replacement benefits you may receive for the same disability. Your LTD benefits are payable for the period during which you continue to meet the definition of disability up to age 65, but not less than five years. If your disability occurs at or after age 65, benefits would be paid for a reduced period of time.

	Coverage	Maximum benefit	Elimination period	Maximum duration
<b>Voluntary Long-Term Disability</b>	60% of your monthly salary	\$5,000	90 days	Social Security Normal Retirement Age



# Voluntary Program Rates

## Voluntary Life and AD&D Insurance\*

### Employee/Spouse

Age	<29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
Monthly Cost per \$10,000	\$0.93	\$0.97	\$1.36	\$2.12	\$3.40	\$5.44	\$8.50	\$12.32	\$18.78	\$30.85	\$32.44

### Child(ren)

Age 1 day to 14 days coverage amount	\$500
Age 14 days to 6 months coverage amount	\$2,000
6 months to age 19 coverage amount	\$10,000 - \$20,000
Total Monthly Cost per \$10,000	\$2.30

## Voluntary Long Term Disability Insurance Monthly Premiums\*\*

Age	<29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Monthly Cost per \$100	\$0.21	\$0.35	\$0.58	\$0.89	\$1.24	\$1.61	\$2.05	\$1.72	\$1.35	\$1.17

\* Amounts requested above the guaranteed issue amount will require an Evidence of Insurability (EOI) form before the higher level of coverage is effective; must be in Increments of \$10,000.

\*\* Maximum benefit available \$5,000



# Retirement Plan

## The Eskaton 401(k) Plan

All benefit eligible employees can participate in the Eskaton 401(k) plan when they have satisfied the following requirements:

- 18 years of age or older
- Have completed 90 days of service

Eskaton offers a 100% company match on the first 4% of eligible employee contributions.

Examples:

Employee pre-tax contribution	1%	2%	3%	4%	5% or more
Eskaton matching contribution	1%	2%	3%	4%	4%

Don't miss out!

**You MUST enroll in the 401(k) and contribute to receive matching Eskaton funds.**

Please see your community business office for additional information and enrollment material.



# Health and Wellness Program

At Eskaton, we take great pride in our employees and their well-being

## Annual health risk assessments

Health Risk Assessments and biometric screenings reveal if employees have or are at risk of developing chronic conditions. Screenings include: cholesterol, glucose, blood pressure, height, weight, BMI, waist circumference and body fat. Eskaton employees who participate in the free annual confidential screening receive \$30 in their paycheck.

Live Well for Life Program through Sutter Health:

- Assistance with locating primary care physicians
- Website for wellness resources is: [sutterhealth.org/livewellforlife](https://sutterhealth.org/livewellforlife)

## Smoking cessation program

Eskaton offers a smoking cessation program for ALL employees. Eskaton will reimburse employees the cost to enter into a smoking cessation program, up to \$150, which is the cost of three sessions at Sutter Express Care (you may choose to enter any smoking cessation program). Employees must attend all sessions, provide proof of completion and be smoke-free for 30 days for reimbursement.

Smoking cessation prescription medication is offered through Eskaton's health plan, applicable pharmacy co-payments apply.

## 24-hour NurseLine

The Anthem network provides access to registered nurses who are trained to help you and your family make more informed decisions about your health. This service is available 24 hours a day, 7 days a week to those enrolled in the Eskaton health plan and is strictly confidential. If you would rather not discuss your medical condition over the phone, you can listen to confidential recorded messages on more than 300 health topics by selecting the Audio Health Library at 800.700.0197.

## Mommies 2-B program

This program is designed to assist members enrolled in the Eskaton health plan in giving their babies a healthy start. Once a pregnancy is confirmed, a HealthComp M2B nurse will reach out to the expecting participants to enroll them in the program if they choose to participate.

## Employee wellness program

Our goal is for every employee to reach their optimal wellness. The program encourages and cultivates healthy lifestyles by providing the following:

- Smoke-free campuses
- Discounts on gym memberships
- Monthly wellness newsletters
- Preventative Health Care
- No cost flu shots
- Fun wellness campaigns and challenges
- Company-sponsored local events
- Incentives for participation
- Wellness champions at each community
- LiveHealth Online

For more Wellness information follow us on



@eskatonemployeewellness



# LiveHealth Online

## Anthem LiveHealth Online

Have a health question? Under the weather? With LiveHealth Online, you don't even have to leave your home or office. Doctors can answer questions, make a diagnosis, and even prescribe basic medications when needed (as legally permitted in certain states). Enroll for free at [livehealthonline.com](https://livehealthonline.com) or download the app for your smartphone.

### With LiveHealth Online, you get:

- Immediate doctor visits through live video
- Your choice of U.S. board-certified doctors
- Private, secure and convenient online visits

### Who are the doctors who use LiveHealth Online?

- U.S. board-certified
- Average 15 years practicing medicine
- Specially trained for online visits

### When can you use LiveHealth Online?

As always, you should call 911 with any emergency. Otherwise, you can use LiveHealth Online whenever you have a health concern and don't want to wait. Doctors are available 24 hours a day, seven days a week, 365 days a year. Health plan enrollment is not required to participate in this benefit.

Some of the most common uses include:

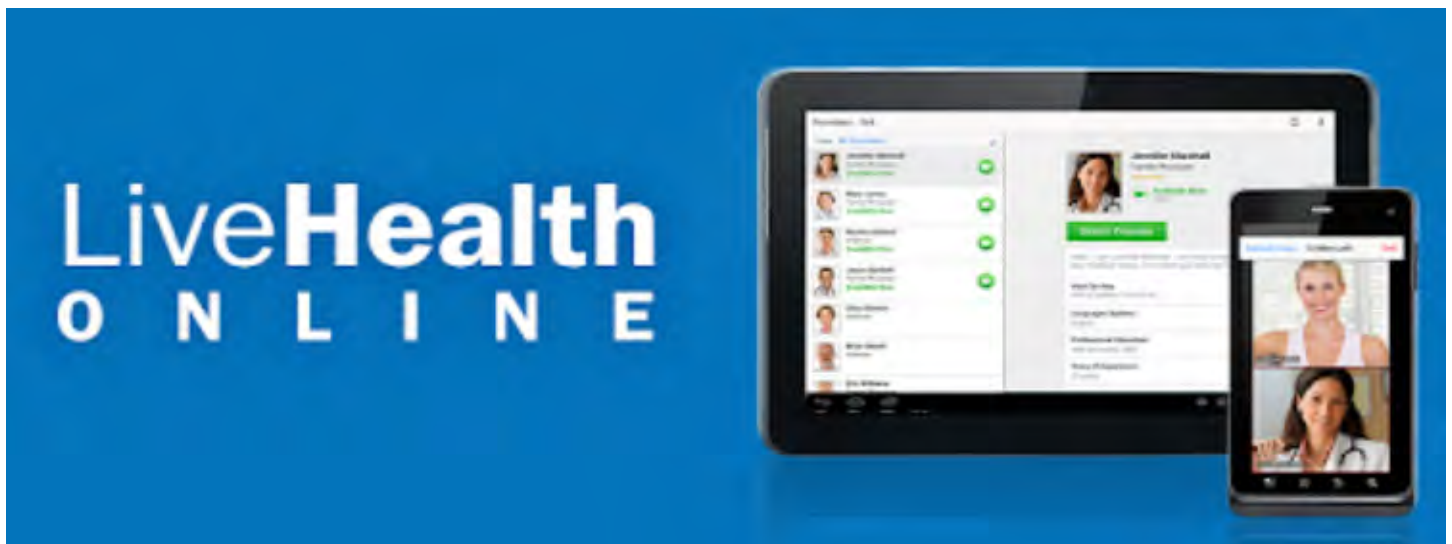
- Allergies
- Family health question
- Cold and flu like symptoms such as cough, fever and headaches

### Download the Anthem LiveHealth Online mobile app now




[apple.com](https://apple.com)



[play.google.com/store](https://play.google.com/store)



# Gym Membership Discounts

Gym	Enrollment Fees	Monthly Dues		Annual Fee
	Cost depends on membership option	10% off Current Pricing		\$49.99
	\$1	Individual Couple Family of 3 Family of 5 Family of 5+	\$59.99 \$89.99 \$104.99 \$119.99 \$134.99	Individual \$29.99 Couple \$39.99 Family \$49.99
	\$0	Individual \$24.99 Family add on at the same rates!  *Signature Gyms (Bay Area) rates vary depending on one or multi club access		\$39.99  Signature Gyms (Bay Area) \$79.99



Contact Catherine Graham for a current rate sheet  
 Catherine.Graham@eskaton.org or  
 call 916-334-8010 x 10073

Bring proof of employment with you at the time of signing

**ENJOY SAVINGS ON EVERYDAY PURCHASES WITH ACCESS PERKS**

**Employee discounts from over 1 million restaurants, retailers, theme parks & more**

300+ restaurants in Sacramento  
 700+ popular online brands  
 35,000+ retailers in California  
 31% off avg. discount



- Savings of up to 50% off
- Online print-and-save coupons
- Show-your-phone mobile coupon app

**How to START SAVING**

1. Go to **Eskaton.AccessPerks.com**
2. Register with your **EMPLOYEE ID NUMBER**
3. Enjoy the savings!

To download the app, search "Access Perks" at:



**REAL SAVINGS AT PLACES LIKE:**



**Tell us where you would like to save!**  
 Refer your favorite business through the link at the bottom of our savings website  
**Eskaton.AccessPerks.com**

# Contact Information

Plan Type/Provider	Website	Phone
<b>Medical</b>		
Anthem PPO	anthem.com/ca	800.442.7247
Anthem-chiropractic/acupuncture	anthem.com/ca	800.442.7247
LiveHealth Online	livehealthonline.com	855.603.7985
Administrator - HealthComp TPA Group #D70	healthcomp.com	800.442.7247
Anthem 24/7 Nurseline	Not Applicable	800.700.0197
Rx - Flex Scripts	flexscripts.com	800.603.7796
<b>Dental</b>		
HealthComp TPA Group #D70	healthcomp.com	800.442.7247
<b>Vision</b>		
HealthComp TPA Group #D70	healthcomp.com	800.442.7247
<b>Basic Life/AD&amp;D - Company Paid</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Voluntary Life/AD&amp;D</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Voluntary Long Term Disability</b>		
Lincoln Financial Group # ESKATONPR	lfg.com	800.423.2765
<b>Employee Assistance Program</b>		
CONCERN Group #940/Eskaton	concern-eap.com	800.344.4222
<b>Sutter Live Well for Life Program</b>		
Sutter	sutterhealth.org/livewellforlife	Not Applicable
<b>Individual Voluntary Benefits</b>		
AFLAC	lisa@teamgarland.com	916.780.0959
<b>Wellness Program</b>		
Employee Wellness Program on Citrix	Not Applicable	916.334.0810

**For the above group health benefit programs contact: Human resources**

Eskaton offers you and your dependents a comprehensive benefits program. If you have questions regarding claims, eligibility, plan details, etc. on any of your health benefit programs, please contact the Eskaton Human Resources Department.

- **Sylvia Bohrer** 916.334.0810, [sylvia.bohrer@eskaton.org](mailto:sylvia.bohrer@eskaton.org)
- **Kimberly Henderson**, 916.334.0810, [kimberly.henderson@eskaton.org](mailto:kimberly.henderson@eskaton.org)



# 2023 Legal Notices

*The Health Insurance and Portability and Accountability Act of 1996 (HIPAA). HIPAA places limitations on a group health plan's ability to impose preexisting condition exclusions, provides special enrollment rights for certain individuals and prohibits discrimination in group health plans based on health status. In addition, HIPAA establishes a set of national standards to address the use and disclosure of individuals' health information – called protected health information.*

## **HIPAA Notice of Availability of Notice of Privacy Practices**

This Plan is required by law to provide notice of the Plan's duties and privacy practices with respect to covered individuals' protected health information by providing a Notice of Privacy Practices (NOPP) to participants. The Plan's NOPP is available upon request. To obtain a copy of the NOPP, or for more information regarding the Plan's privacy policies or your rights under HIPAA, contact Eskaton at 916.334.0810.

## **HIPAA Special Enrollment Rules**

HIPAA requires we notify you about your right to later enroll yourself and eligible dependents for coverage in Eskaton health plan under "special enrollment provisions" briefly described below.

- **Loss of Other Coverage.** If you decline enrollment for yourself or for an eligible dependent because you have other group health plan coverage or other health insurance, you may be able to enroll yourself and your dependents under Eskaton health plan if you or your dependents lose eligibility for that other coverage, or if the other employer stops contributing toward your or your dependents' other coverage. You must request enrollment within 30 after you or your dependents' other coverage ends, or after the other employer stops contributing toward the other coverage.
- **New Dependent by Marriage, Birth, Adoption, or Placement for Adoption.** If you gain a new dependent as a result of a marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents under Eskaton health plan. You must request enrollment within 30 after the marriage, birth, adoption, or placement for adoption. In the event you acquire a new dependent by birth, adoption, or placement for adoption, you may also be able to enroll your spouse, if your spouse was not previously covered.
- **Enrollment Due to Medicaid/CHIP Events.** If you or your eligible dependents are not already enrolled in Eskaton health plan, you may be able to enroll yourself and your eligible dependents if: (i) you or your dependents lose coverage under a state Medicaid or children's health insurance program (CHIP), or (ii) you or your dependents become eligible for premium assistance under state Medicaid or CHIP. You must request enrollment within 60 days from the date of the Medicaid/CHIP event. The CHIP Model Notice containing additional information about this right as well as contact information for state assistance is included below. You may also request a copy from your plan administrator.

Please contact Eskaton at 916.334.0810 for details, including the effective dates of coverage applicable to each of these special enrollment provisions. Additional information regarding your rights to enroll in group health coverage is found in the applicable group health plan

## Notice Regarding Wellness Program

Eskaton Properties, Inc. Live Well for Life Program through Sutter Health is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You will also be asked to complete a biometric screening, which will include a routine blood test. You are not required to complete the HRA or to participate in the blood test or other medical examinations.

However, employees who choose to participate in the wellness program will receive an incentive of \$30.00 for completing the HRA and biometric screening. Although you are not required to complete the HRA or participate in the biometric screening, only employees who do so will receive \$30.00.

Additional incentives of up to \$150.00 may be available for eligible employees who participate and complete the Smoking Cessation Program. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting Eskaton at 916.334.0810.

The information from your HRA and the results from your biometric screening are confidential and will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the wellness program. You also are encouraged to share your results or concerns with your own doctor.

## Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Eskaton Properties, Inc. may use aggregate information it collects to design a program based on identified health risks in the workplace, Eskaton Properties, Inc. Live Well for Life Program through Sutter Health will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) a registered nurse, a doctor, or a health coach in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Eskaton at 916.334.0810.

### **Notice of Grandfathered Health Plan Status**

Eskaton believes this Medical PPO Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the “Affordable Care Act”). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Medical PPO Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans. For example, the requirement for the provision of preventative health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on essential health benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Eskaton at 916.334.0810. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 866.444.3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

## Women's Health & Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- ▶ All stages of reconstruction of the breast on which the mastectomy was performed;
- ▶ Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- ▶ Prostheses; and,
- ▶ Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance or copays applicable to other medical and surgical benefits provided under this Plan. Therefore, the deductibles and coinsurance shown in the medical section of this guide apply.

If you would like more information on WHCRA benefits, call Eskaton at: 916.334.0810

Issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## Medicare Part D Creditable Coverage Notice

### Important Notice from Eskaton About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage offered by the group health plan through Eskaton and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.



## There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Eskaton has determined that the prescription drug coverage offered by the group health plan through Eskaton is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current coverage through Eskaton will be affected. Should you join a Medicare drug plan, you can keep your Eskaton group coverage and your Medicare Part D plan will coordinate with the group plan. Please see your group plan policies for full coordination details. See pages 7- 9 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.

If you do decide to join a Medicare drug plan and drop your current group health coverage with Eskaton, be aware that you and your dependents will not be able to get this coverage back until the next open enrollment period or after a qualifying event, subject to the terms and requirements of such group medical plan.

### When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current group health coverage through Eskaton and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

**For More Information About This Notice Or Your Current Prescription Drug Coverage:**

Contact the person listed below for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Eskaton changes. You also may request a copy of this notice at any time.

**For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

**For more information about Medicare prescription drug coverage:**

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1.800.MEDICARE (1.800.633.4227). TTY users should call 1.877.486.2048

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1.800.772.1213 (TTY 1.800.325.0778).

**Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).**

For purposes of this notice, the plan administrator is:  
Eskaton Human Resources  
916.334.0810

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1- 877-KIDS-NOW or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan. If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call 1- 866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2022. Contact your State for more information on eligibility:

### **ALABAMA Medicaid**

Website: <http://myalhipp.com/>  
Website: Phone: 1- 855-692-5447

### **ALASKA Medicaid**

The AK Health Insurance Premium Payment Program  
Website: <http://myakhipp.com/>  
Phone: 1-866-251-4861  
Email: [CustomerService@MyAKHIPP.com](mailto:CustomerService@MyAKHIPP.com)  
Medicaid Eligibility: <http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx>

### **ARKANSAS Medicaid**

Website: <http://myarhipp.com/>  
Phone: 1.855.MyARHIPP (855.692.7447)

### **CALIFORNIA Medicaid**

Website: Health Insurance Premium Payment (HIPP) Program  
<http://dhcs.ca.gov/hipp>  
Phone: 916-445-8322  
Email: [hipp@dhcs.ca.gov](mailto:hipp@dhcs.ca.gov)

### **COLORADO Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus(CHHP+)**

Health First Colorado Website:  
<https://www.healthfirstcolorado.com/>  
Health First Colorado Member Contact Center:  
1- 800-221-3943/ State Relay 711  
CHP+: <https://www.colorado.gov/pacific/hcpf/child-health-plan-plus>  
CHP+ Customer Service: 1-800-359-1991/  
State Relay 711  
Health Insurance Buy-In Program (HIBI):  
<https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program>  
HIBI Customer Service: 1- 855-692-6442

### **FLORIDA Medicaid**

Website: <https://www.flmedicaidtprecovery.com/flmedicaidrecovery.com/hipp/index.html>  
Phone: 1-877-357-3268

**Georgia Medicaid**

Website: <https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp>  
Phone: 678-564-1162 ext 2131

**INDIANA Medicaid**

Healthy Indiana Plan for low-income adults 19-64  
Website: <http://www.in.gov/fssa/hip/>  
Phone: 1-877-438-4479  
All other Medicaid  
Website: <https://www.in.gov/medicaid/>  
Phone 1-800-457-4584

**IOWA Medicaid**

Medicaid Website:  
<https://dhs.iowa.gov/ime/members>  
Medicaid Phone: 1-800-338-8366  
Hawki Website:  
<http://dhs.iowa.gov/Hawki>  
Hawki Phone: 1-800-257-8563  
HIPP Website: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp>  
HIPP Phone: 1-888-346-9562

**KANSAS Medicaid**

Website: <https://www.kancare.ks.gov/>  
Phone: 1-800-792-4884

**KENTUCKY Medicaid**

Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  
<https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx>  
Phone: 1-855-459-6328  
Email: [KIHIPP.PROGRAM@ky.gov](mailto:KIHIPP.PROGRAM@ky.gov)  
KCHIP Website: <https://kidshealth.ky.gov/Pages/index.aspx>  
Phone: 1-877-524-4718  
Kentucky Medicaid Website: <https://chfs.ky.gov>

**LOUISIANA Medicaid**

Website: [www.medicaid.la.gov](http://www.medicaid.la.gov) or [www.ldh.la.gov/lahipp](http://www.ldh.la.gov/lahipp)  
Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)

**MAINE Medicaid**

<https://www.maine.gov/dhhs/ofl/applications-forms>  
Phone: 1-800-442-6003 TTY: Maine relay 711

**MASSACHUSETTS Medicaid and CHIP**

Website: <https://www.mass.gov/info-details/masshealth-premium-assistance-pa>  
Phone: 1-800-862-4840

**MINNESOTA Medicaid**

Website:  
<https://mn.gov/dhs/people-we-serve/children-and-families/health-care-programs/programs-and-services/other-insurance.jsp>  
Phone: 1-800-657-3739

**MISSOURI Medicaid**

Website:  
<http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>  
Phone: 573-751-2005

**Montana Medicaid**

Website: <http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP>  
Phone 1-800-694-3084

**NEBRASKA Medicaid**

Website: <http://www.ACCESSNebraska.ne.gov>  
Phone: 1-855-632-7633  
Lincoln: 402-473-7000  
Omaha: 402-595-1178

**NEVADA Medicaid**

Medicaid Website: <http://dhcfnv.gov>  
Medicaid Phone: 1-800-992-0900

**NEW HAMPSHIRE Medicaid**

Website: <https://www.dhhs.nh.gov/oii/hipp.htm>  
Phone: 603-271-5218  
Toll free number for the HIPP program:  
1-800-852-3345, ext 5218

**NEW JERSEY Medicaid and CHIP**

Medicaid Website:  
<http://www.state.nj.us/humanservices/dmahs/clients/medicaid/>  
Medicaid Phone: 609-631-2392  
CHIP Website: <http://www.njfamilycare.org/index.html>  
CHIP Phone: 1-800-701-0710

**NEW YORK Medicaid**

Medicaid Website:  
Website: <https://www.health.ny.gov/care/medicaid/>  
Phone: 1-800-541-2831

**NORTH CAROLINA Medicaid**

Website: <https://medicaid.ncdhhs.gov/>  
 Phone: 919-855-4100

**NORTH DAKOTA Medicaid**

Website: <https://medicaid.ncdhhs.gov/>  
 Phone: 919-855-4100

**OAKLAHOMA Medicaid and CHIP**

Website: <http://www.insureoklahoma.org>  
 Phone: 1-888-365-3742

**OREGON Medicaid**

Website: <http://healthcare.oregon.gov/Pages/index.aspx>  
<http://www.oregonhealthcare.gov/intex-es.html>  
 Phone: 1-800-699-9075

**PENNSYLVANIA Medicaid**

Website: <https://www.dhs.pa.gov/Provider's/Pages/Medical/HIPP-Program.aspx>  
[pages/hipp.htm](https://www.dhs.pa.gov/Provider's/Pages/Medical/HIPP-Program.aspx)  
 Phone: 1-800-692-7462

**RHODE ISLAND Medicaid and CHIP**

Website: <http://www.eohhs.ri.gov/>  
 Phone: 1-855-697-4347, or 401-462-0311  
 (Direct Rite Share Line)

**SOUTH CAROLINA Medicaid**

Website: <http://www.scdhhs.gov>  
 Phone: 1-888-549-0820

**SOUTH DAKOTA Medicaid**

Website: <http://dss.sd.gov>  
 Phone: 1-888-828-0059

To see if any other states have added a premium assistance program since July 31, 2022, or for more information on special enrollment rights, contact either:

U.S. Department of Labor Employee  
 Benefits Security Administration

[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
 1-866-444-EBSA (3272)

**TEXAS Medicaid**

Website: <http://gethipptexas.com/>  
 Phone: 1-800-440-0493

**UTAH Medicaid**

Medicaid Website: <https://medicaid.utah.gov/>  
 CHIP Website: <http://health.utah.gov/chip>  
 Phone: 1-877-543-76

**VERMONT Medicaid**

Website: <http://www.greenmountaincare.org/>  
 Phone: 1-800-250-8427

**WASHINGTON Medicaid**

Website: <https://www.hca.wa.gov/>  
 Phone: 1-800-562-3022

**WEST VIRGINIA Medicaid**

Website: <http://mywvhipp.com/>  
 Toll-free phone: 1-855-MyWVHIPP  
 (1-855-699-8447)

**WISCONSIN Medicaid and CHIP**

Website: <https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm>  
 Phone: 1-800-362-3002

**WYOMING Medicaid**

Website: <https://health.wyo.gov/health-carefin/medicaid/programs-and-eligibility/>  
 Phone: 1-800-251-1269

U.S. Department of Health and Human  
 Services Centers for Medicare & Medicaid  
 Services

[www.cms.hhs.gov](http://www.cms.hhs.gov)  
 1-877-267-2323, Menu Option 4, Ext. 61565

## Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [opr@dol.gov](mailto:opr@dol.gov) and reference the OMB Control Number 1210-0137. OMB Control Number 1210-0137 (expires 1/31/2023)

## Health Insurance Marketplace Coverage Notice

### PART A: General Information

When key parts of the health care law took effect in 2014, there was a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the Marketplace and employment-based health coverage offered by Eskaton.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting as early as January 1.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

## Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the annual cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

## How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact Eskaton at 916.334.0810.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area. An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.



## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name Eskaton	4. Employer Identification Number (EIN) Refer to business office	
5. Employer Address 5105 Manzanita Avenue	6. Employer Phone Number 916-334-0810	
7. City Carmichael	8. State California	9. Zip Code 95608
10. Who can we contact about employee health coverage at this job? Sylvia Bohrer, Human Resources		
11. Phone Number (if different from above) 916.334.0810	12. Email Address sylvia.bohrer@eskaton.org	

### Here is some basic information about health coverage offered by this employer:

As your employer, we offer a health plan to:

- All employees.
- Regular full time employees who regularly work more than 30 hours per week.

With respect to dependents:

- We do offer coverage. Eligible dependents are:
- Spouse, same-sex or opposite sex domestic partner (see Benefits Guide for specifics)
  - Unmarried, dependent children under the age 26 provided that the child is not offered group insurance through their own employer
  - Dependent child with a physical or mental disability as defined by the Social Security Administration
- We do not offer coverage.
- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.\*

\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find if you can get a tax credit or lower your monthly premiums.



# Notes


# Notes


# ESKATON<sup>®</sup>

AGE is *Beautiful*



ESKATON\_003421

## Exempt Paid Time Off Program

(206)

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### POLICY STATEMENT

Eskaton provides a multi-level paid-time-off program. This program is designed to enable Eskaton to recruit, motivate and retain the best talent. This policy complies with AB1522, California Paid Sick Leave.

### POLICY INTERPRETATION

1. This policy applies to all exempt employees with the exception of those on the executive benefit plan.
2. Eligibility and Waiting Periods
  - A. Exempt employees are eligible to accrue paid time off benefits in this program. Accruals will be prorated for employees regularly scheduled less than full time.
  - B. Vacation and Major Sick benefits begin accruing after 90 days eligible employment and can be used, with the supervisor's approval, as it is accrued.
  - C. Minor Sick begins accruing upon date of hire.
  - D. Sick leave benefits are not paid upon termination for any reason and may not be applied as additional vacation time.
3. Scheduling  
Vacation:
  - A. Use of these benefits must be requested in advance in writing and approved by the supervisor.
  - B. Employees requesting 2 or more days off must submit their request using the Eskaton Exempt Vacation/Sick Leave Request Form no less than 30 days in advance for consideration. Exceptions to that time frame may be approved by the Executive Director or Corporate Department Director for EAC staff.  
Minor Sick Leave:
  - A. Paid sick leave will be provided upon an employee's oral or written request. Employees should use the Eskaton Exempt Vacation/Sick Leave Request form to ensure proper tracking. If the need for sick leave is foreseeable, an employee must provide reasonable advance notice. If not, the employee must provide notice as soon as is practical.
  - B. Employees may use paid sick leave in increments of no less than two (2) hours.
  - C. Employees may use up to three (3) days paid sick leave to take time off to care for his or her parent, domestic partner, spouse or child, grandparent, grandchild or sibling.  
Major Sick Leave: Please refer to the Short-Term Disability policy #219.
4. Accrual
  - A. Employees with less than 36 months of eligible service will accrue (at the annual full-time status):
    - 10 days vacation
    - 5 days minor sick leave
    - 7 days major sick leave

**POLICY INTERPRETATION**

- B. Employees with 37 months to 84 months of eligible service will accrue (at the annual full-time status):
  - 16 days vacation
  - 5 days minor sick leave
  - 7 days major sick leave
  
- C. Employees with 85 months+ of eligible service (at the annual full-time status):
  - 20 days vacation
  - 5 days minor sick leave
  - 7 days major sick leave
  
- D. Maximum Accumulations
  - 1) Maximum accumulation for vacation is 240 hours (cap to be applied March 31, 2004).
  - 2) Maximum accumulation for minor sick leave is 5 days.
  - 3) Maximum accumulation of major sick leave is 180 hours.
  
- 5. Payment of Vacation
  - A. Vacation will be paid in advance only when scheduled in the pay period immediately following issuance of the paycheck; paychecks are issued on the regular payday.
  
  - B. All vacation in an employee account at the time of a status change to an ineligible status will be paid in the next paycheck.
  
  - C. All vacation hours in the account at the time of termination will be paid in the final paycheck.
  
  - D. Deductions from the Paid Time Off account will be mandatory for all absences except for Pregnancy Disability Leave (PDL).

Implementation Date: 09/23/03  
 Last Revision Date: 03/20/18  
 File Name: N: Policies; PDF Manual, Human Resources; Benefits; Exempt Paid Time Off Program

Regulatory Reference Sources	
State	AB 1522
Federal	
Other	

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## **POLICY STATEMENT**

The purpose of this policy is to provide employees with a general description of their Family and Medical Leave Act (FMLA) rights. Employees will be afforded all rights required by law.

## **POLICY INTERPRETATION**

### **A. General Provisions**

Under this policy, Eskaton will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) of unpaid leave during a 12-month period to eligible employees. Leave taken under this policy runs concurrently with the California Family Rights Act Leave (CFRA) under California law. Exceptions would be if the employee was out for her Pregnancy Disability Leave (PDL). PDL and FMLA run concurrently, however, CFRA will not run currently with FMLA while the employee is disabled for the pregnancy. Leave can be taken under CFRA to care for a sibling, grandparent, grandchild, parent-in-law, or registered domestic partner with serious health condition.

### **B. Eligibility**

To qualify for FMLA leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for Eskaton for 12 months. The 12 months need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to military service obligations.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

### **C. Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.
- 5) CFRA ONLY – sibling, grandparent, grandchild, parent-in-law, or registered domestic partner

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

- 5) Qualifying Exigency leave for families of members of the military when the covered military member is on active duty or called to active duty in support of a contingency operation.

## **POLICY INTERPRETATION**

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member. This leave may extend up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

### **D. Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. Eskaton will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Eskaton will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, Eskaton will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for Eskaton and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for Eskaton and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

### **E. Employee Status after Leave**

An employee who takes leave under this policy may be required to provide a medical release from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms if they return to work before their FMLA leave expires. Under circumstances where restoration to employment will cause "substantial and grievous economic injury" to our operations, Eskaton may choose to exempt certain key employees (highest paid 10 percent of Eskaton's work force) from this requirement and not return them to the same or similar position. Eskaton will notify the employee in writing of his/her status as a "key" employee (as defined by FMLA), the reasons for denying job restoration, and provide the employee a reasonable opportunity to return to work after so notifying the employee.

### **F. Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period). Eskaton may temporarily transfer an employee to an available alternative position with equivalent pay and benefits in the following circumstances: if the alternative position would better

## **POLICY INTERPRETATION**

accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, Eskaton and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with Eskaton before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Executive and Exempt employees may be temporarily changed to a Non-Exempt hourly status and benefits accrual while on intermittent leave. The Human Resources department will coordinate with the employee and payroll to discuss the temporary status and benefits changes. A time tracking calendar will be required to be completed every two weeks and provided to the Human Resources department.

### **G. Certification for the Employee's or Family Member's Serious Health Condition**

Eskaton will require certification for the employee's or employee's family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a delay or denial of continuation of leave. Medical certification will be provided using the Department of Labor (DOL) Certification of Health Care Provider for Employee's Serious Health Condition form.

Eskaton may directly contact the employee's or patient's (in cases of family members serious health condition) health care provider for verification or clarification purposes using an HR professional. Eskaton will not use the employee's direct supervisor for this contact. Before Eskaton makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Eskaton will obtain the employee's permission for clarification of individually identifiable health information.

Eskaton has the right to ask for a second opinion if it has reason to doubt the certification. Eskaton will pay for the employee to get a certification from a second doctor, which Eskaton will select. Eskaton may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, Eskaton will require the opinion of a third doctor. Eskaton and the employee will mutually select the third doctor, and Eskaton will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Eskaton may request recertification for the serious health condition of the employee or the employee's family member not more than once every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, Eskaton will request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. Eskaton may provide the employee's health care provider with the employee's attendance records and ask whether the need for leave is consistent with the employee's serious health condition.

### **H. Certification of Qualifying Exigency for Military Family Leave**

Eskaton will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave form.



## POLICY INTERPRETATION

### **I. Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

Eskaton will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered service member form.

### **J. Procedure for Requesting and Taking FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Business Office Manager at their community. The Business Office Manager will coordinate initial leave request paperwork with the employee to begin the processing of their leave. **Within five business days** after the employee has provided this notice, Human Resources will complete and provide the employee with a leave of absence packet explaining the employee's eligibility and rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Eskaton's usual and customary notice and procedural requirements for requesting leave. Once the employee's FMLA request has been approved and the need arises to take an unforeseeable intermittent FMLA leave the employee must notify your supervisor no less than one hour before the start of your shift. The employee need only tell them that you will be taking a FMLA absence and the duration of that absence.

### **K. Intent to Return to Work from a FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, Eskaton may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. An employee who fails to return to work as scheduled after FMLA leave or exceeds the 12 or 26 week entitlement may be subject to termination of employment. The employee's leave of absence letter will provide them with a deadline as to when they must check in with their supervisor regarding their return to work.

### **L. Employees who may require reasonable accommodation to return to work**

Employees who are able to return to work with restrictions and/or who are unable to perform one or more essential functions of their job may enter into an interactive discussion with the Human Resources department regarding possible reasonable accommodation. Human Resources may require additional medical documentation for purposes of evaluating how an employee may be accommodated in their return to work. The employee, their supervisor and the Human Resources department will evaluate the employee's current restrictions and what accommodation may be made without posing a hardship to Eskaton. This may include but is not limited to; change in work schedule, job functions, transfer to a new position via the interactive job search as well as providing supplies to enable the employee to perform their duties.

### **M. Health benefits while on FMLA**

- 1) Eskaton will maintain group health, dental, vision, long term disability and basic life and AD&D insurance coverage up to a maximum of 6 months (if such coverage was provided before the leave was taken) on the same terms as if no leave had been taken as long as the employee has a medical certification for their leave of absence (FMLA regulations only requires 12 work weeks).
- 2) The employee will receive continued paid coverage for as long as they are paid by Eskaton. Once the employee has exhausted their paid time off, they will be required to pay the full premium to retain coverage. The employee may make a monthly payment payable to Eskaton. This payment must be sent to the Human Resources department **by the 1<sup>st</sup> of the month for which the coverage is for** via money order or personal check to maintain their coverage. The group rate premium will be provided by the Human Resources department.

**POLICY INTERPRETATION**

- 3) In some instances, Eskaton may recover premiums it paid for this coverage if the employee fails to return to work following their approved leave of absence.
  
- 4) Employees whose paid coverage has ceased after twelve (12) work weeks under FMLA may continue group health, dental, and vision through Eskaton, in conjunction with federal COBRA guidelines. Basic and Supplemental life, AD&D and Long Term Disability insurance coverage portability options and information will be provided to the employee so that they have the option to continue their coverage while on leave. The employee may do this by making monthly payments to Eskaton or its third party COBRA administrator for the relevant benefit premium.

Implementation Date: 06/01/01  
 Last Revision Date: 12/20/22  
 File Name: N., Policies; PDF Manual; Human Resources–Legal: Family and Medical Leave

Regulatory Reference Sources	
State	
Federal	
Other	

**General Leave of Absence**

**(414)**

**POLICY STATEMENT**

Eskaton will consider requests for general leaves of absence to employees who have completed the ninety (90) day introductory period on a non-discriminatory equitable basis.

**POLICY INTERPRETATION**

1. General Leaves are granted at the discretion of the Executive Director and will be evaluated on a case-by-case basis considering business necessity and the performance history of the employee.
2. A general leave of absence may be granted for a reasonable period of time up to 30 calendar days.
3. A general leave of absence is required for any unpaid absence greater than three (3) days.
4. As soon as the employee becomes aware of the need for a leave of absence, he/she must provide notice in writing.
5. If an extension to the original leave of absence is requested, it must be done, in writing, at least 10 days prior to the expiration of the leave. A request for an extension could be up to one month increments. Approval or denial of extensions will be based on business necessity and legal requirement. Any termination of an employee on leave status must be reviewed with the Director of Human Resources or designee.
6. Prior to concluding that all available leaves have been exhausted, the Executive Director must evaluate with the Human Resources department all possible additional leaves including, Family Medical Leave, Americans with Disability Act, California Family rights Act, Pregnancy Disability Leave, and any other legally entitled leave.
7. Before communities deny a request for General Leave, they will consult with Human Resources.

Implementation Date: 02/28/90  
 Last Revision Date: 06/16/20  
 File Name: N: Policies; PDF Manual; HR; Employment Issues: General Leave of Absence

Regulatory Reference Sources	
State	
Federal	
Other	

**Gift Acceptance**

**(415)**

**POLICY STATEMENT**

It is Eskaton's policy that its employees shall not obtain an improper personal benefit by virtue of their employment with Eskaton.

**POLICY INTERPRETATION**

**Acceptance of Gifts**

Gift Definition: Any item, form of entertainment, or monetary gift such as tips or gift cards received for personal benefit.

Employees may accept gifts that are for all employees of the community/program to share such as food. Any monetary gifts from residents or families must be shared with all employees of the community/program and must be distributed through a sanctioned resident gift program by the community administration.

Eskaton employees shall not accept:

1. Any individual gifts from residents, clients or their family members.
2. Any gift from any other person or organization that might reasonably be construed as inappropriate in value or impairing the employee's independent judgment in business transactions affecting Eskaton. Generally, the value may not exceed \$25.
3. Exceptions to the aforementioned must be approved by the CEO

Implementation Date: 05/00  
 Last Revision Date: 06/15/21  
 File Name: N: Policy Manual; Human Resources; Employment Issues; Gift Acceptance

Regulatory Reference Sources	
State	
Federal	
Other	

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## **POLICY STATEMENT**

Eskaton is committed to providing a work environment free of harassment. This policy applies to all persons involved in the operation of Eskaton, which includes all employees and third parties, such as vendors, etc.

## **POLICY INTERPRETATION**

1. Eskaton prohibits harassment, which includes:
  - Sexual harassment
  - Gender harassment
  - Harassment due to pregnancy, childbirth or related medical conditions
  - Race
  - Religious creed
  - Color
  - National origin or ancestry
  - Physical or mental disability
  - Medical condition
  - Marital status / Registered domestic partner status
  - Age
  - Sexual or gender orientation
  - Any other basis real or perceived protected by federal, state or local law or ordinance or regulation; this includes any person associated with anyone who is or is perceived to have any of those characteristics. All such harassment is unlawful.
2. Prohibited harassment includes, but is not limited to, the following behavior:
  - Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
  - Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures
  - Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis
  - Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors
  - Retaliation for having reported or threatened to report harassment
3. If an employee believes he/she has been harassed, he/she must provide a complaint to his/her supervisor or any other supervisor, his/her administrator or Officer, or the Director of Employee Relations and Development of Eskaton as soon as possible after the incident.
4. Supervisors will refer all unresolved harassment complaints to an administrator, Officer, or the Director of Employee Relations and Development of Eskaton.
5. Eskaton will immediately undertake an effective, thorough and objective investigation of the harassment allegations.
6. If Eskaton determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved.
7. Any employee determined by Eskaton to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination.

## POLICY INTERPRETATION

8. Action taken in response to the complaint will be made known to the employee lodging the complaint. Eskaton will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.
  
9. Eskaton encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If an employee thinks they have been harassed or that they have been retaliated against for resisting or complaining, they may file a complaint with the appropriate agency.

Implementation Date: 11/30/94  
 Last Revision Date: 03/10/09  
 File Name: N: PDF Manual, Human Resources, Legal: Harassment

Regulatory Reference Sources	
State	
Federal	
Other	

## Hepatitis B Immunization – Job Category One Employees

(417)

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### POLICY STATEMENT

All employees who are at risk of an exposure to blood or body fluids during the performance of their job will be afforded the opportunity to receive the Hepatitis B vaccination series. These employees are considered “job category one”. Please reference Hepatitis B Consent Form. [N:\Departments\Human Resources\Foms\New Hire-Orientation\All New Hire Forms\24 - Hep B Consent form \(559S\) 01-04.doc](N:\Departments\Human Resources\Foms\New Hire-Orientation\All New Hire Forms\24 - Hep B Consent form (559S) 01-04.doc)

### POLICY INTERPRETATION

1. Eskaton will offer within ten (10) days of initial job assignment at no cost to employees, immunization against Hepatitis B whose tasks involve the potential for exposure to blood, body fluids or tissues.
2. Unless specifically requested by the employee's personal physician, employees who have a history of immunosuppressive disorders, receive hemodialysis, or are infected with the human immunodeficiency virus (HIV), will not be administered immunization in accordance with this policy. (Note: The reason for this exception is because larger doses or an increased number of doses are required to induce protective antibody levels.)
3. Should an employee meet the criteria in paragraph 2, and his/her personal physician requests that immunization be administered, the employee's physician will be required to monitor the employee and provide our organization with appropriate medical information within fifteen (15) days of the completion of his/her evaluation.
4. Employees who are pregnant at the time of immunization must provide written authorization from their obstetrician before the vaccine may be administered.
5. Lactating mothers must provide written authorization from their pediatrician before the vaccine may be administered.
6. All employees upon hire will receive information regarding the Hepatitis B vaccination through the Hepatitis B Consent Form. A copy of the signed affidavit will be placed in the employee's confidential personnel file.
7. The Hepatitis B vaccine consists of three doses and should be given according to the following schedule:
  - \* First dose may be given at any time. Second dose must be given at least one (1) month after the first dose. Third dose must be given at least two (2) months after the second dose and at least four (4) months after the first dose.
  - \* Should the vaccine series be interrupted the vaccine series does not need to be restarted. If the series is interrupted after the first dose, the second dose should be given as soon as possible and the second and third doses should be separated by an interval of at least eight (8) weeks.
  - \* If only the third dose is delayed, it should be administered as soon as possible.
8. Should the employee receive his or her immunization from his or her personal physician or a non-Eskaton provider, the employee will be responsible for providing the community with proof of immunization. A copy of the immunization record must be filed in the employee's confidential personnel file.
9. Should a newly-hired employee be receiving the Hepatitis B immunization series upon employment, the immunization schedule may be continued until the series is completed, as long as the employee is actively employed by Eskaton.

**POLICY INTERPRETATION**

- 10. Should an employee initially decline the vaccination and later decide to accept the vaccination, he/she will be provided with the vaccination at that time in accordance with the procedures set forth in this policy.
- 11. Booster vaccinations will be provided as recommended by current CDC and OSHA guidelines.
- 12. Inquiries concerning Hepatitis B immunization should be referred to the community's Infection Control Practitioner, Resident Care Coordinator or Eskaton's Quality and Compliance Nurse or designee.

Implementation Date: 03/17/93  
 Last Revision Date: 10/15/13  
 File Name: N: Policies; PDF Manual; Human Resources; Employment Issues: Hepatitis B Immunization

Regulatory Reference Sources	
State	
Federal	
Other	



**Holidays**

**(207)**

**POLICY STATEMENT**

Eskaton provides paid holidays to eligible employees.

**POLICY INTERPRETATION**

Holidays recognized by this policy are:

- |                  |                            |
|------------------|----------------------------|
| New Year's Day   | Labor Day                  |
| President's Day  | Thanksgiving Day           |
| Memorial Day     | The Day After Thanksgiving |
| Independence Day | Christmas Day              |
| Floating Holiday |                            |

The Floating Holiday is to be designated by each facility before December 15 of the preceding year and reported to the corporate payroll department.

- For staff with a Monday-through-Friday work week, holidays which occur on Saturday will be observed on the preceding Friday, and the holidays which occur on Sunday will be observed on the following Monday. For 24-hour / 7-day-a-week staff, holidays will be observed on the actual holiday.
- A holiday shift is the first one beginning after midnight of the observation day.

**Pay for working on a recognized holiday**

- Nonexempt employees eligible for the Paid Time Off Plan who have completed the Introductory Period and the waiting period for Paid Time Off will be paid their base rate of pay times the number of hours worked, and if requested, a withdrawal from their Paid Time Off Account up to the number of hours worked or the number of hours regularly scheduled.
- Nonexempt on-call employees who have completed the Introductory Period will be paid their base rate of pay times the number of hours worked, plus be paid holiday pay which equals their base rate of pay times their hours worked.
- Nonexempt employees who have not completed the Introductory Period will be paid their base rate of pay times the number of hours worked.

**Pay for non-worked recognized holiday**

- Exempt employees will take the holidays within the same pay period in which the holiday falls.
- Nonexempt employees whose regularly scheduled hours are decreased because of a holiday in that pay period will take the time from their Paid Time Off Account.
- Nonexempt employees whose regularly scheduled hours are not decreased because of a holiday in that pay period may take up to eight (8) hours from their Paid Time Off Account.

Implementation Date: 05/01/95 Last  
 Revision Date: 11/16/21  
 File Name: N: PDF Manual; Human Resources; Benefits; Holidays

Regulatory Reference Sources	
State	
Federal	
Other	

**Hours of Work: nonexempt Employee Electronic Communications**

**(600B)**

**POLICY STATEMENT**

Employees of Eskaton may perform job duties using a variety of electronic communications depending on the nature of the work and responsibilities involved. Some of the required communication mediums might include but are not limited to cell phones, tablets and computers. The purpose of this policy is to instruct non-exempt employees concerning use of electronic communication devices when not scheduled for work duty.

**POLICY INTERPRETATION**

As with other types of authorized work, time spent by nonexempt employees using electronic communications for work purposes will be considered hours worked. The time is compensable and will count toward overtime eligibility as required by law.

**Prohibited Use of Electronic Communication Devices**

- Nonexempt employees should not check for, read, send or respond to work-related e-mails, or access the Eskaton network or work-related “apps” outside their normal work schedules unless specifically authorized based on job duties or direction by management to do so. The exceptions are employee call-offs and schedule inquiries or employer call-ins none of which are compensable time.

**Enforcement**

- Nonexempt employees using electronic communications for work-related correspondence during unauthorized times may be subject to disciplinary action for violating this policy.

Implementation Date: 10/18/16

Last Revision Date:

File Name: N; PDF Manual; Human Resources; Wage & Hour; Hours of Work

Regulatory Reference Sources	
State	
Federal	
Other	

**Immigration Status**

**(511)**

**POLICY STATEMENT**

It is the policy of Eskaton to comply with the Immigration Reform and Control Act of 1986.

**POLICY INTERPRETATION**

1. All Eskaton communities, in compliance with the Immigration Reform and Control Act of 1986 (IRCA) are:
  - Prohibited from hiring unauthorized aliens
  - Required to inspect and retain verification records for all new employees
  - Required to recognize anti-discrimination provisions
  
2. The I-9 form will be placed in the community I-9 binder.
  
3. Failure by the employee to provide valid proof of employment authorization and identity within 72 hours of employment start date will result in termination of employment. Further, submission of fraudulent information by prospective employees will result in immediate termination.
  
4. Each community designee will complete the Employer section of the I-9 form provided by the United States Department of Homeland Security at the time employment begins.

Implementation Date: 02/17/88  
 Last Revision Date: 03/20/18  
 File Name: N: Policies; PDF Manual; Human Resources: Legal: Immigration Status

Regulatory Reference Sources	
State	
Federal	
Other	

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## **POLICY STATEMENT**

Eskaton employs independent contractors in accordance with state and federal guidelines to perform services of a professional or technical nature in cases where no employer/employee relationship exists.

### **POLICY INTERPRETATION AND IMPLEMENTATION**

1. Independent contractors hired by Eskaton must meet guidelines provided by the IRS and the State of California EDD.
2. An executed contract will be completed for any independent contractors hired by Eskaton prior to commencement of work. All contracts with a value of \$2500 or more for the term of the contract (i.e. annually) are subject to review and approval by the CFO.
3. An IRS form #W9 is to be included in the contract file of independent contractors, and an IRS form #1099 will be issued for those contractors paid \$600 or more.

#### **Internal Revenue Service Guidelines - Independent Contractors**

Under IRS rules, a worker is considered an employee if he/she meets the employee definition under the usual common law rules used in determining employment status. To determine whether a worker is an employee under these common law rules, the IRS has developed a list of 20 factors, based on court cases and administrative rulings, that it applies to determine whether the hiring entities have sufficient right to control in the employer/employee relationship. These factors are:

1. Have a risk of profit or loss
2. The relationship will end when the job is done
3. Not held to detailed instructions
4. Does not require training by the employer
5. May substitute another equivalent individual
6. The success of the business will not directly depend upon the independent contractor's performance
7. May hire, fire, and compensate their assistants directly
8. Establish their own hours
9. Not required to work full time for one employer
10. Perform services for more than one employer
11. Make their services available to the public on a regular basis
12. Generally work off-premises
13. Determine the sequence of their various tasks
14. Not required to submit detailed reports
15. Paid in a lump sum, based upon an invoice
16. Pay their own business and travel expenses
17. Furnish their own tools and equipment
18. Reimburse the employer for office space
19. Right to discharge
20. Right to quit\*

\*4600 IRS Manual, Exhibit 4640-1

## POLICY INTERPRETATION AND IMPLEMENTATION

### California Test – Independent Contractor

There are two tests applied by the State of California in determining independent contractor status.

Factors examined under the first test include:

1. Whether the principal has the right to discharge at will without cause
2. Whether the person performing services is engaged in a distinct occupational business
3. Whether the work is usually done under the direction of the principal or by a specialist without supervision
4. The skills required in the particular occupation
5. Whether the principal or the worker supplied the instruments, tools and place of work for the person performing the work
6. The length of time for which the services are to be performed
7. The method of payment, whether by time or by job
8. Whether the work is part of the regular business of the principal
9. Whether the parties believe they are creating the relationship of employer/employee\*

Factors examined under the second test:

Since 1989, the California Supreme Court has also included the following six factors used by federal authorities in evaluating worker status:

1. The alleged employee's opportunity for profit or loss depending upon his/her managerial skills
2. The alleged employee's investment in equipment or materials required for his/her task
3. The alleged employee's employment of helpers
4. Whether the services rendered required a specific skill
5. The degree of permanence of the working relationship
6. Whether the service rendered is an integral part of the alleged employer's business.

\* Empire Star Mines Co. v California Employment Commission, 28 Cal.2<sup>nd</sup> 33,43 (1946)

\* S. G. Borello & Sons, Inc. v Department of Industrial Relations, 48 Cal.3d 341 (1989)

Implementation Date: 07/01/97

Last Revision Date:

File Name: E., Human Resources–Legal: Independent Contractors

Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton offers internships in an effort to provide college students from a variety of educational disciplines the opportunity to apply traditional classroom learning to applied work experiences. Eskaton believes that internships are an important experience tool to prepare students for the future.

**POLICY INTERPRETATION**

An intern is an individual who is in school or a recent graduate, and/or is seeking employment skills that will help them ultimately obtain a career in a comparable field. Internships will generally last for no longer than one academic school year. Eskaton employees are generally not eligible for internships but may be considered with specific approval by Human Resources. Interns shall not receive any financial compensation or benefits and may be released at any time by Eskaton. If an Eskaton hourly employee, the internship time cannot overlap with paid work time at Eskaton.

Requirements of Interns:

1. Interns must be at least 18 years of age.
2. If an intern is not covered under a current internship school agreement with Eskaton, interns must provide proof of workers compensation insurance coverage from their school program.
3. All students must submit a cover letter and resume to the Executive Director of the Eskaton community or program where they desire to be placed.
4. Interns will be required to do necessary screenings (fingerprinting, TB test) if they have direct contact with Eskaton residents/clients.

Requirements of Preceptors:

1. Must have a school agreement from placing educational institution
2. Must have reviewed the school's objectives and requirements
3. Must have clarity on expectations of the internship

Details on the following internship processes are outlined in the Eskaton Volunteer Manual (N: Departments\Volunteers)

1. Eskaton Responsibilities
2. Unpaid Student Interns
3. Orientation and Training
4. Recruitment
5. Duties
6. Permissible Resources
7. Evaluation of Students
8. Time Period of Internship
9. Transition into employment

Implementation Date: 01/10/13

Last Revision Date: 12/20/22

File Name: N. Policies; PDF Manual; HR; Employment Issues; Internship

Regulatory Reference Sources	
State	
Federal	
Other	

**Introductory Period**

**(419)**

**POLICY STATEMENT**

Newly hired, promoted, rehired, or reclassified employees will work on an introductory basis for 90 days after the date of hire or new assignment. This “getting acquainted” or “introductory period” gives the supervisor the opportunity to assess the ability of an employee to meet the standards of the job. It also provides the employee with an opportunity to decide if they are satisfied with the position.

**POLICY INTERPRETATION**

1. The introductory period is established to provide a general understanding of job expectations.
2. During the introductory period, employees will be provided with:
  - A. An orientation to the position, department, and/or community.
  - B. A review of the position description and performance expectations.
  - C. Employee and supervisor are encouraged to conduct a 30 and 60-day check in to assess employee’s satisfaction and performance.
3. At the end of the introductory period, a performance evaluation will be conducted to ascertain progress and performance to date.
4. Eskaton reserves the right to extend the introductory period when such an extension is deemed to be appropriate and at the community’s/supervisors sole and absolute discretion. The extension will be reviewed on a month-to-month basis, and shall not exceed three (3) months in duration.
5. Any employee who fails to meet the established expectations of the essential functions of the position may be terminated.
6. Reasons for termination or other adverse action shall be documented.
7. The employee remains an at-will employee during the introductory period and thereafter.

Implementation Date: 08/31/88  
 Last Revision Date: 11/17/20  
 File Name: N: Policies; PDF Manual; Human Resources – Employee Issues: Introductory Period

Regulatory Reference Sources	
State	
Federal	
Other	

**Job Description Development**

**(421)**

**POLICY STATEMENT**

A written job description will be developed for each position in the organization. Each employee will be provided with a copy of his/her respective job description upon hire.

**POLICY INTERPRETATION**

1. The primary purpose of Eskaton's job descriptions is to provide uniform guidelines in the development, maintenance and implementation of the job requirements and the evaluation of the standards of job performance.
2. The objectives of job descriptions are to:
  - a. Assist employees in understanding the essential functions, responsibilities, working conditions, qualifications, and specific and physical requirements of their position;
  - b. Provide a basis for job evaluation, wage and salary increases, promotions, demotions, transfers, etc., and to improve the quality of work performance;
  - c. Provide potential job applicants with information concerning the positions for which they are seeking employment; and,
  - d. Identify those employees who may be required to perform tasks that may involve exposure to infectious waste, diseases and/or hazardous chemicals, and/or perform tasks that require lifting, repetitive motion, etc.
3. It is the responsibility of the supervisor to orally review the job description with each employee, prior to or upon employment or assignment of new duties.
4. Inquiries concerning job descriptions should first be directed to the employee's supervisor.
5. Approval of new or changes to the job description must be obtained from the appropriate Vice President and Human Resources.
6. As the need for a new job arises, a job description must be developed and processed prior to recruiting and posting.

Implementation Date: 08/01/97  
 Last Revision Date: 03/19/19  
 File Name: N: PDF Manual, Human Resources, Employment Issues, Job Description Development

Regulatory Reference Sources	
State	EEOC
Federal	
Other	



**POLICY STATEMENT**

Eskaton, in compliance with California Labor Code 230, grants time off to support civil obligations to serve on a jury.

**POLICY INTERPRETATION**

1. Upon presentation of proof of jury duty, Eskaton will pay the benefited employee, defined as regular full-time and regular part-time, the difference between the regular straight time wage or salary and the amount the employee receives for jury duty for a period not to exceed 10 scheduled work days in a twelve-(12-)month period. Exempt employees will be paid in accordance with 29 C.F.R. 541.118(a)(4). For non-exempt employees this benefit applies to those who have completed the introductory period.
2. An employee on jury duty will be expected to work as much of the regularly-scheduled shift as the jury duty schedule permits to the extent that combined time on jury duty and at work does not exceed eight (8) hours on a given day.
3. An employee who receives notice of jury duty must notify his/her supervisor as soon as possible in order that arrangements may be made to cover his/her position.
4. An employee serving on jury duty will present the official check or other documentation of remuneration to the executive director/business office manager who will arrange for the payment of the difference between regular wages and jury duty compensation.
5. Payment will be wage replacement for scheduled work days missed due to jury duty.
6. In the event the absence of an employee from work over a long period of time would cause a hardship on the company, the company may petition the jury selection committee to excuse the employee from jury duty. Also, the individual may personally petition to be excused from jury duty if doing so causes a hardship on the employee's family.
7. Failure to report for work at the end of an approved leave for jury duty shall be considered voluntary termination.
8. An employee shall not be eligible to receive paid jury duty time off benefits while scheduled off or absent from work because of unpaid illness/injury or unpaid leave of absence.

Implementation Date: 06/20/88  
 Last Revision Date: 11/16/21  
 File Name: N: Policies; PDF Manual; Human Resources; Benefits; Jury Duty

Regulatory Reference Sources	
State	California Labor Code 230
Federal	
Other	

**Management Compensation Program**

**(305)**

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**POLICY STATEMENT**

Eskaton provides a multi-level management compensation program. The program is designed to enable Eskaton to recruit, motivate and retain the best talent.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. The job classifications eligible to participate will be identified by final approval from the Compensation Committee.
2. The classifications to be included will be evaluated no less than bi-annually with recommendations from the Director of Human Resources to the Compensation Committee.

Implementation Date: 07/06/88  
Last Revision Date: 07/22/03  
File Name: E., Human Resources–Compensation: Management Compensation Program

Regulatory Reference Sources	
State	
Federal	
Other	

**Meal Periods**

**(601)**

**POLICY STATEMENT**

Eskaton, in compliance with federal and state law, provides a reasonable opportunity for each non-exempt employee who works in excess of five (5) hours per day an uninterrupted meal time away from all duties, except as provided in the detailed interpretation below,

**POLICY INTERPRETATION**

1. For all employees working more than five (5) hours per day Eskaton shall provide a reasonable opportunity for an employee to take a minimum of thirty (30) minutes of uninterrupted time for a meal period, unless six (6) hours of work will complete the day's work and the employee *voluntarily agrees* to waive the meal period for that day.
2. A meal period must start no later than the end of an employee's 5<sup>th</sup> hour of work, although they may start earlier if directed by Eskaton or agreed by the parties. In other words, "early lunching" is permissible if directed or agreed to by Eskaton. Employees must be allowed to take a second meal period if they work shifts over 10 hours per day and that the meal period starts no later than the end of the 10<sup>th</sup> hour of work. Employees may waive their right to a second meal period, however if the shift is more than 12 hours, two meal periods must be taken.
3. During a meal period, employees are entirely relieved of all duty and Eskaton relinquishes control over their activities. Eskaton shall not interrupt the meal period. Eskaton shall not impede or discourage employees from taking a meal period. In certain circumstances Eskaton may ask an employee to agree to on-duty meal periods due to the unique duties and working conditions then present in a specific worksite. Such on-duty meal periods will be confirmed in writing. An on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty. The written agreement to designate on-duty meal periods may be revoked at any time. On-duty meal periods are considered time worked.
4. Management is responsible for making sure that the uninterrupted meal period is available. The employee is responsible for taking the scheduled meal period and must inform their supervisor or designee immediately if unable to do so or if the meal period is interrupted. If a verifiable emergency arose that could not reasonably be handled by other staff on duty, and the meal period was interrupted, the employee is to be provided another full meal period, or paid the penalty for the missed meal period.
5. In addition to notifying their supervisor or designee, an employee will document any missed meal period(s) at the time clock upon clocking out for the day. This completed attestation will be submitted to the assigned supervisor for review.
6. Employees must accurately and timely clock out and back in for each meal period.
7. In every instance where an employee's duties on a particular shift appear that they will prevent the employee from timely taking a meal period, the employee shall communicate that fact to his/her supervisor in sufficient time to make a duty free meal period possible.
8. Employees who refuse to follow this policy will be subject to disciplinary action.

Implementation Date: 07/06/88  
 Last Revision Date: 11/19/19  
 File Name: N: Policies; PDF Manual; Human Resources; Wage & Hour; Meal Periods

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

All Eskaton facilities and programs shall establish, deliver, maintain and monitor a mentorship program to provide a personal sponsor for all new employees and to enhance the quality of training for each new employee of Eskaton. Each administrator/program director is responsible for the mentorship program in his/her facility/program.

**POLICY INTERPRETATION AND IMPLEMENTATION**

The mentorship program will consist of the following minimum components:

1. It shall be written.
2. It shall be reviewed annually by the Corporate Operational Support Team.
3. Each mentor will be personally selected by his/her department head in conjunction with the administrator.
4. One person in each facility/program shall be trained and appointed, in writing, to train mentors and oversee the program.
5. There shall be standard written criteria, established and approved jointly by the facility administrators, for the selection of a mentor.
6. There shall be regularly-scheduled monthly meetings with the mentors and the individual designated to oversee the program. Administrators shall attend these meetings as least quarterly.

Implementation Date: 04/10/97  
 Last Revision Date: 03/25/97  
 File Name: E., Human Resources–Employment Issues: Mentorship

Regulatory Reference Sources	
State	
Federal	
Other	

**Military Leave of Absence**

**(513)**

**POLICY STATEMENT**

Eskaton grants unpaid military leaves of absence and reinstates employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

**POLICY INTERPRETATION**

Employees applying for a leave of absence under this policy will be treated in accordance with all applicable federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Family Medical Leave Act (FMLA) and the California Military and Veterans Code (MVC). The following conditions apply to leaves requested under this policy:

1. To be eligible for a military leave of absence, an employee must submit written verification from the appropriate military authority. A Notice of Personnel Action (NPA) must be prepared accordingly.
2. Health care coverage will be continued for the first 12 weeks of the leave of absence if the employee chooses to continue paying his/her share of the premiums. Payments must be paid on the same payment schedule as other employees within 30 days of the billing (although exceptions may be made based upon logistical difficulties). If the leave extends beyond the 12 weeks, employees will be allowed to elect continuation of health care coverage at a cost not to exceed 102% of the coverage; this coverage will not exceed 24 months.
3. Employees will retain seniority and other benefits which the employee would have received/retained if he/she were continuously employed. No break in service will occur as a result of the military leave.
4. For more information, please contact Human Resources for the USERRA Fact Sheet

Implementation Date: 07/06/88

Last Revision Date: 06/15/21

File Name: N: Policies; PDF Manual; Human Resources; Legal; Leaves of Absence; Military Leave of Absence

Regulatory Reference Sources	
State	California MVC §394.5
Federal	FMLA
Other	USERRA (38 USC §§4301 through 4334)

**Injury or Illness – Modified Duty / Return to Work**

**(701)**

**POLICY STATEMENT**

Eskaton provides a standardized process to enable an employee to return to work, at the earliest time, after an injury or illness.

**POLICY INTERPRETATION**

The following process is to be followed when an employee is authorized to return to work after an injury or illness:

1. Following medical treatment, the employee will immediately inform his/her supervisor or designee of his/her return-to-work status (before the next work day) documented by the treating physician on the Return to Work Status form for work related injuries or illnesses or by providing a medical release from the employee’s personal physician for personal injury or illness. A medical release must be received by the executive director or their designee prior to the employee returning work.
2. If the physician indicates no work restrictions, the employee will return to his/her usual and customary duties. The ability to return is subject to whether or not the position was replaced while the employee was out on a leave of absence. If the position was replaced, the employee will enter into the Interactive Process with Eskaton Human Resources in an attempt to be placed into another position within the company. A 72 hour advanced notice is required, when feasible, to allow time to schedule the employee’s shift and schedule a return to work meeting with the employees.
3. If temporary or permanent work restrictions are indicated by the treating physician, the executive director or designee in conjunction with the Human Resources department will attempt to create a modified duty plan and/or enter into the Interactive Process. The community may not be able to accommodate modified duty based on the extent of medical restrictions or staffing needs. The community will require 72 hour notice, when feasible, to review the medical release and determine how and where the employee can be placed upon return from leave.
4. When an employee is released to full duty and does not return to work the next scheduled day following the release date, it may be considered a voluntary resignation by the employee.
5. When an employee is offered modified duty and refuses the accommodation, the employee may be subject to disciplinary action up to and including termination of employment.
6. Employees must provide extended medical certification prior to the leave exhaustion date. A medical release allowing the employee to return to work with or without restrictions must be received by the community prior to the leave ending date.
7. Human Resources requires the medical status update of the employee from the treating physician until such time the employee is released to full duty.

Implementation Date: 05/20/93  
 Last Revision Date: 12/18/18  
 File Name: N: PDF Manual; Human Resources; Workers' Compensation and Safety: Injury or Illness

Regulatory Reference Sources	
State	
Federal	
Other	

**On-Call, Standby, Callback and Report-to-Work Pay**

**(602)**

**POLICY STATEMENT**

Eskaton will pay nonexempt employees for all time worked while on-call.

**POLICY INTERPRETATION**

1. Nonexempt employees who are required to carry a pager home or take phone calls at home after hours will be reimbursed at their regular rate of pay in 15-minute intervals for time spent receiving and initiating telephone calls for work.
2. Employees will be required to complete a telephone log and submit this with their time card for each pay period involving on-call time.
3. A nonexempt employee who has to respond by going to the facility will be paid for the actual time spent at the facility, but not less than two (2) hours. It will, therefore, be expected that the employee will perform work for Eskaton while at the facility for at least two (2) hours.
4. Exempt managers and directors will not be provided additional compensation for working in any other capacity in the organization. This work is not encouraged and should happen only occasionally as a part of the employee's job responsibilities.
5. Variations from the above must be pre-approved by the Compensation Committee.

Implementation Date: 07/01/98  
 Last Revision Date: 10/30/00  
 File Name: E., Human Resources–Wage & Hour: On-Call, Standby, Callback and Report-to-Work

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton provides orientation to all new employees. Eskaton complies with all federal, state, and local laws and ordinances to ensure all employees understand the policies, procedures, and operating guidelines of the community and the corporation which directly apply to the essential job functions of every position.

**POLICY INTERPRETATION**

NEW HIRE ORIENTATION

1. All new employees shall participate in New Hire Orientation which includes but is not limited to the following:
  - Eskaton’s Administrative Structure and Organization of Staff
  - Eskaton’s Mission, Vision, Values
  - An overview of Eskaton Services
  - Personnel Policies, Job Descriptions, Benefit Overview
  - Resident Rights
  - Legal and Ethical Considerations
  - Health and Safety, including Information on Injury and Illness
  - Prevention of Violence in the Workplace
  - Elder Abuse
  - Corporate Compliance
  - Buddy Program
  - Sexual Harassment Training

COMMUNITY/PROGRAM AND DEPARTMENT ORIENTATION

1. In addition, there will be a community/program-specific orientation and a department-specific orientation.
2. Orientation shall be consistent with and meet the requirements of the licensing agency, if applicable.
3. Annually, Elder Abuse & Corporate Compliance Training will be completed at the community. Prevention of violence and sexual harassment training as required by law.

Implementation Date: 01/15/95  
 Last Review Date: 11/17/20  
 File Name: N: Policies; PDF Manual; Human Resources–Employment Issues: Orientation Process

Regulatory Reference Sources	
State	
Federal	
Other	



**POLICY STATEMENT**

Eskaton provides compensation in accordance with state and federal law to employees who work overtime hours as defined by law.

**POLICY INTERPRETATION**

1. Employees shall be paid for all hours worked in accordance with legal requirements. Employees who qualify as administrative, executive, or professional employees within the meaning of the state and federal wage and hour laws are exempt from overtime pay and are not subject to this policy. All non-exempt employees qualify for overtime pay.
2. All overtime work by a non-exempt employee should be approved in advance by the employee's supervisor. Because unauthorized overtime is against company policy, employees who work unauthorized overtime may be subject to discipline, up to and including termination.
3. Employees shall record all time worked, including time worked over their normal schedule, on the time sheet, time card or time clock at the time it actually occurs. Written approval of overtime is required by a supervisor.
4. Weekend work does not automatically qualify for compensation at a premium rate of pay. Hours worked on Saturdays and/or Sundays qualify for premium pay only if they qualify as overtime hours under the standards of the facility wage order and defined work week/work day.
5. Overtime shall be calculated according to the wage order(s) under which a facility operates.
6. Overtime compensation may not be withheld and must be paid during the period worked. However, disciplinary action may be initiated for overtime hours worked not approved by a supervisor.
7. Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness, or holiday even where these days are compensated. Unpaid sick leave, personal leave and any other time away from work are also not considered hours worked.
8. Whenever possible, advance notice of the need for overtime will be given to employees.
9. Because of the nature of the business (providing 24-hour service), Eskaton expects employees to work reasonable amounts of approved overtime according to business needs.

Implementation Date: 07/06/88  
 Last Revision Date: 06/15/21  
 File Name: N: PDF Manual, Human Resources, Wage & Hour; Overtime

Regulatory Reference Sources	
State	
Federal	
Other	

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## **POLICY STATEMENT**

The use of cell phones/pagers at work should be appropriate for business and compliant with the law. Reimbursement for personal cellular phones used for business purposes will be compliant with IRS guidelines. The Eskaton account must be able to be removed from personal cell phones either in person or remotely.

## **POLICY INTERPRETATION**

1. Personal Cellular Phones and Pagers - Personal telephone calls, text messages and pages, either made or received on work time, could result in disciplinary action. Unauthorized use of the camera function on cell phones is not permitted at any time.
2. Personal Use of Company-provided Cellular Phones and Pagers - Eskaton may issue a business cell phone or pager for work-related communications. Personal costs, that exceed the calling plan, will be paid by the employee. Employees are expected to protect Eskaton-issued equipment from loss, damage, or theft. Upon termination of employment, the employee will be required to present the cellular phone or pager in good working condition. Employees unable to return the equipment within 24 hours may be expected to bear the cost of replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms.
3. Personal Cellular Phones Used for Business Purposes
  - a. Non-exempt employees whose job duties require him/her to carry a cell phone for business purposes may be reimbursed \$20 per month in lieu of being issued an Eskaton cell phone. Reimbursement for a non-exempt employee required to carry a cell phone for business purposes must be approved by the Vice President Information Technology.
  - b. Exempt employees whose job duties require him/her to carry a cell phone and have access to a data plan for business purposes may be reimbursed \$40 per month in lieu of being issued an Eskaton cell phone with a data plan. Reimbursement for an exempt employee required to carry a cell phone with a data plan for business purposes must be approved by the Vice President Information Technology.
  - c.. Exempt employees who choose to accept reimbursement in lieu of an Eskaton issued cell phone will be required, as a condition to receiving such reimbursement, to grant in writing to Eskaton the right to remove the Eskaton account from the employee's cell phone upon termination from employment or a change in job duties that no longer requires access to an Eskaton data plan.
4. Professional Courtesy Use of Cellular Phones and Pagers - Personal and professional use of cellular phones and pagers in the workplace should not be disruptive to others. Personal cellular phones and pagers are expected to be on silent/vibrate mode during the work day.
5. Safety Issues for Cellular Phone and Pager Use - Employees whose job responsibilities include driving are to refrain from using a phone or pager while driving unless they are using a hands-free device. Employees are to pull off to the side of the road and safely stop the vehicle before placing or accepting a call or page. Employees who are charged with traffic violations resulting from the use of their phone or pager while driving will be solely responsible for all liabilities that result from such actions.

**POLICY INTERPRETATION**

6. Cellular Phone Eligibility – Non-exempt employees are only eligible to receive the \$20 per month reimbursement for using their own devices. Additionally, Executive Directors (ED) may only order a standard cellular phone for non-exempt employees, when placing them on the corporate phone plan. Exempt employees are eligible for either \$20 if only phone communication is needed, or \$40 if constant email contact is required. If adding an exempt employee to the corporate plan, an ED may choose either a standard or smart phone based off a business requirement. Any exceptions to this policy must be approved by the Vice President of Information Technology.

Implementation Date: 07/01/02

Last Revision Date: 04/20/15

File Name: N; Policies; PDF Manual; Human Resources; Employment Issues; Pagers and Cellular Phones

Regulatory Reference Sources	
State	
Federal	
Other	

## **Paid Family Leave**

**(214)**

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### **POLICY STATEMENT**

To outline the conditions under which an employee may be eligible for California's Paid Family Leave program. This leave does not provide employees with benefit continuation or reinstatement rights unless these rights exist under some other law to which the employee is eligible.

### **POLICY INTERPRETATION AND IMPLEMENTATION**

#### 1. Definition

Effective January 1, 2004, California's State Disability Insurance program increased deductions to fund a separate component which provides for some wage replacement to workers who need to care for parents, children, spouses and domestic partners with a serious health condition, or to bond with a child following the birth, adoption, or foster placement of that child. For leaves commencing on or after July 1, 2004, employees may apply for benefits under the Paid Family Leave program. Employees may be eligible for up to six (6) weeks of benefits in a twelve (12) month period.

A leave may be taken for:

- The birth of an employee's child or the birth of an employee's domestic partner's child.
- The placement of a child for adoption or foster care with an employee.
- The serious health condition of a child of the employee, spouse, domestic partner or the serious health condition of the employee's spouse parent or domestic partner.

For purposes of a Paid Family Leave, a serious medical condition includes an illness, injury, impairment, or physical or mental condition that involves either of the following :

- Inpatient care in a hospital, hospice or resident health care facility or
- Continuing treatment or continuing supervision by a health care provider

#### 2. Scope

Paid Family Leave will run concurrent with FMLA and/or CFRA for those employees who are eligible for these leaves.

Benefits are not continued for a Paid Family Leave unless the time off is covered under another leave, such as FMLA or CFRA, which provides for benefit continuation.

Paid Family Leave does not entitle employees to automatic job reinstatement unless the time off is covered under another leave which provides for job reinstatement.

#### 3. Eligibility

Employees are eligible upon employment

#### 4. Basic Regulations and Conditions of Leave

Eskaton will require medical certification to support a claim Paid Family Leave to care for seriously ill child, spouse, domestic partner or parent. Eskaton may require proof for child bonding of the birth, adoption or foster placement of that child. This certification must include an estimate of the amount of time that the employee requires to provide care. Additionally, if the need for leave is foreseeable, employees are to submit a Request for Leave of Absence form at least thirty (30) days in advance of commencement of the time of. However, if the need is not foreseeable, then we ask that the Request for Leave of Absence form be submitted within one (1) or two (2) days of learning of the need for time off.

**POLICY INTERPRETATION AND IMPLEMENTATION**

The first seven (7) days will be administered under the guidelines of the Personal Leave Policy. Benefits will begin on the eighth (8<sup>th</sup>) calendar day of lost compensation. Employees have the option of using other accrued paid time off, such as sick leave. The use of accrued personal, vacation, or sick leave or receipt of Paid Family Leave benefits shall not extend the length of the employee’s time off under Paid Family Leave. Eskaton will integrate payment of vacation, sick or other paid time off with the benefits an employee receives from Paid Family Leave insurance.

5. Applying for Benefits

The Paid Family Leave program is administered by the Employment Development Department (EDD). Employees interested in applying for benefits may obtain an application from their facility or from EDD directly.

Implementation Date: 02/13/06  
 Last Revision Date:  
 File Name: E. Human Resources-Benefits: Paid Family Leave – all eligible non-exempt employees

Regulatory Reference Sources	
State	
Federal	
Other	

**Paid Time Off (PTO) Donation**

**(213)**

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**POLICY STATEMENT**

Occasionally employees may wish to donate some of their accrued Paid Time Off (PTO) to another benefited employee. Eskaton will allow donations under certain circumstances but this is not intended for planned recreational vacations.

**POLICY INTERPRETATION**

1. Donation of PTO may be made with the approval of a VP. VP approval will determine potential maximum amount of hours to be donated.
2. Donated time will be converted from donor's rate of pay to recipient's rate of pay.
3. Eligible recipients must exhaust all available time-off accruals before PTO donations are applied.
4. PTO donations require the donating employee's written authorization on the Eskaton PTO Donation Form for exempt or non-exempt employees.
5. Donor will be responsible for taxes on donation per IRS regulations.

Implementation Date: 01/09/08  
Last Revision Date: 05/17/16  
File Name: N: Policies; PDF Manual; HR; Benefits: Paid Time Off (PTO) Donation

Regulatory Reference Sources	
State	
Federal	
Other	

**Paid Time Off**

**(212)**

*All eligible non-exempt employees.*

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**POLICY STATEMENT**

Eskaton provides an employee benefit program that includes paid time off. For sick leave, please refer to Non-Exempt Paid Sick Leave Policy #220 and Short-Term Disability #219.

**POLICY INTERPRETATION**

1. Eligibility and Waiting Periods

- A. All nonexempt regular full-time (RF), and regular part-time (RP) employees accrue Paid Time Off.
- B. Paid Time Off begins accruing after completing ninety (90) days continuous eligible service and can be used with the supervisor's approval after it is accrued with no waiting period.

2. Scheduling

- A. Use of these benefits must be requested in advance in writing and approved by the supervisor.
- B. Employees requesting 2 or more days off must submit their request 30 days in advance for consideration using the current time and attendance software. Exceptions to that time frame may be approved by the Executive Director or Corporate Department Director for ESC staff.

3. Accrual

- A. Each pay period the hours earned, for that pay period up to 80 hours will be accrued. Does not include Short-Term Disability (aka Major Sick) hours paid. Once the new balance in the account is determined, any hours taken that pay period will be subtracted, leaving the new account balance for that pay period.

B. The accrual schedule is:

1) Employees with less than thirty-six (36) months of service:

- a) .0615 hours for each hour paid up to a max of 80 hours per pay period.
- b) Highest possible annual accrual is one hundred twenty-eight (128) hours.
- c) Maximum accumulation is one hundred seventy-six (176) hours. Accruals in excess of this maximum will not be allowed.

2) Employees with thirty-seven (37) months through sixty (60) months service:

- a) .0653 hours for each hour paid up to a max of 80 hours per pay period.
- b) Highest possible annual accrual is one hundred thirty six (136) hours.
- c) Maximum accumulation is one hundred ninety-six (196) hours. Accruals in excess of this maximum will not be allowed.

3) Employees with sixty-one (61) months through one hundred twenty (120) months service:

- a) .0807 hours for each hour paid up to a max of 80 hours per pay period.
- b) Highest possible annual accrual is one hundred sixty-eight (168) hours.
- c) Maximum accumulation is two hundred twenty-six (226) hours. Accruals in excess of this maximum will not be allowed.

4) Employees with one hundred twenty-one (121) or more months of service:

- a) .100 hours for each straight time hour paid.
- b) Highest possible annual accrual is two hundred eight (208) hours.
- c) Maximum accumulation is two hundred seventy-six (276) hours. Accruals in excess of this maximum will not be allowed.

**POLICY INTERPRETATION**

4. Payment of Paid Time Off

- A. Paid Time Off will be paid in advance only when the vacation is scheduled in the pay period immediately following issuance of the check; paychecks are issued on the regular payday.
- B. All Paid Time Off in an employee account at the time of a status change to an ineligible status will be paid in the next paycheck.
- C. All Paid Time Off hours in the account at the time of termination will be paid in the final paycheck.
- D. Deductions from the Paid Time Off account will be mandatory for all absences except for Pregnancy Disability Leave (PDL).
- E. An employee may not elect to use any incremental amounts of paid time off that would result in less than full scheduled compensation for that pay period.
- F. If the shortfall in hours is employer directed then use of Paid Time Off is not required.
- G. Employees who were denied a PTO/vacation request and subsequently call off for the same days(s) may be subject to disciplinary action.

Implementation Date: 06/29/94  
 Last Revision Date: 06/16/20  
 File Name: N: Policies; PDF Manual; Human Resources–Benefits: Paid Time Off– All eligible non-exempt employees.

Regulatory Reference Sources	
State	
Federal	
Other	



**Payroll Advances**

**(611)**

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**POLICY STATEMENT**

Eskaton provides timely payment to employees for all work performed and does not, except in emergency situations, grant payroll advances.

**POLICY INTERPRETATION**

1. Payroll advances must be approved by an Officer of the company.
2. Rent payments, car payments, groceries or other normal bills that are a part of the employee's regular monthly expenses are not considered an emergency.
3. Payroll advances will only be granted for net pay amounts of actual hours worked or completed days currently credited for the next payday.
4. Payroll advances will not be granted at the same time an employee has an outstanding garnishment.

Implementation Date: 07/06/88  
Last Revision Date: 11/17/20  
File Name: N: Policies; PDF Manual; Human Resources–Wage & Hour: Payroll Advances

Regulatory Reference Sources	
State	
Federal	
Other	

**Payroll Deductions/Reductions**

**(607)**

**POLICY STATEMENT**

Eskaton, in compliance with state and federal law, makes proper payroll deductions on behalf of its employees.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Mandatory deductions include Medicare, Old Age and Survivor's Disability Insurance (OASDI), Federal Income Tax, State Income Tax, State Disability Insurance (SDI), state and federal income tax liens, and other court ordered deductions.
2. Other deductions may be made at the written request of the employee and may include, but are not limited to, flexible savings account reductions, self-directed benefit reductions, 403(b) reductions, long-term care deductions, and credit union deductions.

Implementation Date: 07/06/88  
 Last Revision Date: 04/28/97  
 File Name: E., Human Resources – Wage & Hour: Payroll Deductions/Reductions

Regulatory Reference Sources	
State	
Federal	
Other	

**Performance Evaluation Process**

**(427)**

**POLICY STATEMENT**

Eskaton’s formal performance evaluation process regularly documents every employee’s job performance. Eskaton utilizes a performance evaluation process which evaluates the core competencies and critical success factors for each employee, at least once annually.

**POLICY INTERPRETATION**

The purpose of the performance evaluation process is to provide feedback to employees, to inform them of job expectations of critical success factors and of performance requirements to maintain a satisfactory standard of performance.

1. Supervisors shall complete performance evaluations upon the completion of the introductory period for all newly hired and newly promoted employees. Thereafter, performance evaluations shall be conducted at least annually. For employees whose performance evaluation date occurs while on a leave of absence:
  - a. If the employee was out less than six (6) months, the evaluation will be completed within thirty (30) days from return to work.
  - b. If the employee was out more than six (6) months, the evaluation will be completed within ninety (90) days from return to work.
  
2. Employee review date does not change except in circumstances of promotion into a new position that also includes an increase of pay.
  
3. A written summation of the employee’s performance, progress towards goals and personal development plan will be prepared by the immediate supervisor and reviewed by the next level of management prior to meeting with the employee.
  
4. Performance evaluations will be reviewed in a private meeting between the employee and immediate supervisor.
  
5. Employees will be provided a copy of the signed performance evaluation.
  
6. All performance evaluations and recommendations for salary/wage increases must be approved by the Executive Director / Program Director prior to meeting with the employee.

Implementation Date: 07/06/88  
 Last Revision Date: 11/19/19  
 File Name: N: Policies; PDF Manual; Human Resources–Employment Issues: Performance Evaluation Process

Regulatory Reference Sources	
State	
Federal	
Other	

## Personnel Records

(517)

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### POLICY STATEMENT

Eskaton employment files will be in compliance with all local, state and federal laws and regulations, as well as Eskaton policy. Each file will be complete at all times.

### POLICY INTERPRETATION

#### A. Format

1. Each current or former employee of Eskaton will have an employment file and a confidential file with a Personnel File Checklist completed and filed in the file to be the first item you see when opening the file. These files will be kept together.
2. It will be the responsibility of the Executive Director and/or designee to maintain the employment files and confidential files.

#### B. Eskaton Review

1. Employment files and confidential files will be kept up to date at all times.
2. Periodically, the Human Resources department will conduct a random audit of the files to ascertain policy compliance and file completeness.
3. Only the Executive Director or their designee, Business Office Manager, Personnel Clerk and Human Resources shall have direct access to employment files.
4. Supervisors may view their direct report's employment file but not the confidential file.
5. Employment files are to remain in the business office under control of the custodian of records. By exception and utilizing a consistent chain of custody procedure managed by the custodian of records, a supervisor may remove a file from the business office but must return it the same day borrowed. An exception to this policy may be made if the file is required for legal review. In these cases, Human Resources will coordinate the removal and storage of employment files with the affected community.

#### C. Employee Review

1. Employees have the right to inspect their employment files and copy any documentation that they have signed.
2. Employees may designate a representative to inspect or receive a copy of their employment file; however any designated representative must be authorized by the employee in writing. Eskaton may take reasonable steps to verify the identity of any representative designated by an employee.
3. Employment files must be made available to the employee or designated representative either at the employee's worksite or at a mutually agreeable location. The employment file will be made available during normal business hours, by appointment, and during employees' free time, such as during breaks or after the workday, and no later than thirty (30) calendar days from the date Eskaton receives a written request from the employee to inspect or receive a copy of the employment file.
4. Employees may use the Personnel Records Request form, available from the Business Office Manager to request personnel records.
5. The Executive Director, Human Resources, Business Office Manager, or designated community representative must be present to monitor the inspection to ensure that the employee does not take, alter, or damage the file.

**POLICY INTERPRETATION**

6. Employees may take notes about their file, but they may not make any alterations.

D. Subpoena for Copies

Reference the Risk Management Manual for this procedure.

E. Request for Review by Licensing Agencies

When review of items in the files is required for licensure, regulatory agencies or accreditation Surveyors, only the requested material will be provided. No confidential file will be released without Human Resources approval.

F. Location

Employment files should be in a locked file in sight of the custodian of records.

Implementation Date: 08/01/97  
 Last Revision Date: 04/09/13  
 File Name: N; Policies; PDF Manual; Human Resources; Legal; Personnel Records

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton, in compliance with state and federal regulations, offers employment contingent upon the successful completion of a health screen. In addition, all candidates over the age of 18 will be required to be fingerprinted for eligibility for employment. The purpose of the Post Offer Pre-Employment policy is to test the candidate’s ability to perform essential job functions with or without accommodation, screen for communicable diseases, and test the applicant for inappropriate or illegal drug use. The following tests are required by the Post Offer Pre-Employment Policy and are paid for by Eskaton. All post offer, pre-employment tests must commence within three business days of the offer of employment or within the time frame directed or scheduled by the hiring community. Results of the successfully completed and passed tests must be on the file with the hiring community prior to employment beginning.

**POLICY INTERPRETATION**

1. **Health Screen:** All candidates who are extended an offer of employment are required to participate in a health screening before commencing work.
2. **Physical Capability Test:** All candidates (with the exception of clerical and administrative positions) will be tested for essential job functions based on the physical capabilities/skills required for the job before commencing work.
3. **Drug Screen Test:** Eskaton’s Drug Free Workplace Policy requires all candidates to submit to a drug screen within 3 business days of the offer of employment or within the timeframe directed or scheduled by the hiring community. Candidates must be verbally notified prior to the test that he/she will be tested for inappropriate or illegal drug use at the time of the physical.
4. **PPD or Chest X-Ray Test:** Eskaton performs a two-step tuberculosis test (PPD) for new hires in skilled nursing, homecare, and a single-step PPD for all other new hires.

If a PPD (mantoux only) test or chest X-ray has been completed successfully within 3 months prior to Eskaton’s employment or 6 months for Home Healthcare candidates, the candidate may use this test to fulfill the TB screen post-employment requirement. Under this Policy the employee must provide proof of a negative PPD or X-ray to Eskaton. If the employee’s PPD test is positive, the employee must submit to a Chest X-ray.

5. **Fingerprint Background Check:** Please reference Eskaton’s Background Investigation Policy for requirements.
6. **COVID-19 Test:** All candidates are required to have a SARS-CoV-2 virus (PCR) test before commencing work. Staff will be required to abide by the COVID-19 testing schedule in place at their community when they work.
7. If the candidate is determined unable to continue or complete an examination due to prior or current medical problems, a doctor’s release may be required to continue the post employment process. The candidate will not be allowed to begin work without a medical clearance for any pre-existing medical problems.
8. Employment offers may be retracted if the candidate is not successfully cleared from all tests within 30 days of the offer of employment.
9. Community designee, Eskaton preferred providers, or designated occupational health clinics will be used to provide post-employment screening on all candidates.
10. All examination results will be maintained in the employee’s confidential personnel file at the corresponding community.

Implementation Date: 05/01/97  
 Last Revision Date: 01/17/23  
 File Name: N: Policies; PDF Manual; Human Resources–Employment Issues: Post Offer Pre-Employment

Regulatory Reference Sources	
State	
Federal	
Other	

**Posting Obligations**

**(519)**

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**POLICY STATEMENT**

Eskaton complies with federal, state, and local laws and ordinances with regards to the posting requirements which inform employees of their rights, responsibilities and obligations under the law.

**POLICY INTERPRETATION**

Eskaton requires posted notices in each community in conspicuous places, where the notices may easily be seen by employees and, in some instances, by applicants for employment:

Required posters can be obtained at the Eskaton Support Center in the Human Resources Department. Postings by employees must be approved by the Executive Director or appropriate management and must comply with the Solicitation Distribution of Literature policy.

Implementation Date: 08/01/80  
Last Revision Date: 11/17/20  
File Name: N: Policies; PDF Manual; Human Resources–Legal: Posting Obligations

Regulatory Reference Sources	
State	
Federal	
Other	

## **Pregnancy Leave**

**(514)**

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### **POLICY STATEMENT**

Eskaton will extend to pregnant employees the leave they medically require in compliance with federal and state legal requirements.

### **POLICY INTERPRETATION**

Pregnancy, childbirth or related medical conditions will be treated like any other disability. An employee on Pregnancy Disability Leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave. Leave taken under this policy runs concurrently with Family Medical Leave (FMLA) under federal law, when applicable. It does not run concurrently with California Family Rights Act (CFRA) under California law.

The extent to which an employee should be permitted to work during pregnancy is a matter between the employee and her midwife or physician.

### **EXPECTATION**

The employee should advise her supervisor of her intent to take Pregnancy Disability Leave as soon as possible. She needs to make an appointment with her supervisor so she can receive the following information:

1. Employees who need to take Pregnancy Disability Leave must provide at least verbal notice of their need to take a Pregnancy Disability Leave and/or temporary job transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.  

If the need for the leave or transfer is foreseeable because of the pregnancy, employees must provide at least 30 days' advance notice before the Pregnancy Disability Leave or transfer is to begin, when possible. Employees must consult with their supervisor regarding the scheduling of any planned medical treatment to minimize disruption to the operations of Eskaton. Any such scheduling is subject to Eskaton's review of medical documentation provided by the employee's healthcare provider. If 30 days' advance notice is not possible, notice must be given as soon as practicable.
2. If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
3. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
4. Temporary transfers due to health considerations will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary disability and restrictions.
5. Pregnancy Disability Leave usually will begin when indicated by the employee's physician. The employee must provide Eskaton with a certification from a healthcare provider. The certification indicating disability should contain:
  - The date on which the employee became disabled due to pregnancy
  - The probable duration of the period or periods of disability
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons. (See "Certification of Health Care Provider")
6. Leave returns will be allowed only when the employee's physician provides a release.
7. The employee will be required to use accrued sick leave, after the 8<sup>th</sup> day of absence (if otherwise eligible to take the time) during a Pregnancy Disability Leave. The employee will be allowed to use



**POLICY INTERPRETATION**

accrued vacation or Paid Time Off (if otherwise eligible to take the time) during a Pregnancy Disability Leave.

8. Duration of the leave will be determined by the advice of the employee's physician. Disabled employees may be eligible to take up to four months of job and benefit protected leave with medical certification from their physician. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.
9. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of ¼ of an hour. A medical certification indicating the employees need to miss work or reduce their schedule is required to approve intermittent leaves.
10. The employee will be reinstated to the same position she held when the leave began if she returns before her leave expires and upon submission of a medical release that she is able to return to work from her Pregnancy Disability Leave. However, there may be circumstances where the employee will not be entitled to reinstatement. The employee will have no greater right to a position than any other employee with continuous service not on leave. The employee will not be entitled to reinstatement if
  - she would have been laid off had she not gone on leave
  - her position has been eliminated or filled in order to avoid undermining Eskaton's ability to operate safely and efficiently during her leave
11. Health benefits differ for employees on Pregnancy Disability Leave:
  - A. Eskaton will maintain group health, dental, vision, long term disability and basic life and Accidental Death and Dismemberment insurance coverage up to a maximum of 16 work weeks (if such coverage was provided before the leave was taken) as long as the employee has a medical certification for their leave of absence.
  - B. The employee will receive continued paid coverage for as long as she is paid by Eskaton. Once she has exhausted her paid time off, she will have to pay the full premium to retain coverage. The employee may make monthly payments payable to Eskaton. This payment must be sent to the Benefits Department by the 1<sup>st</sup> of the month for which the coverage is for via money order or personal check to maintain her coverage. The group rate premium will be provided by the Benefits Department. In some instances, Eskaton may recover premiums it paid for this coverage if the employee fails to return to work following their approved leave of absence.
  - C. Pregnant employees whose paid coverage has ceased after sixteen (16) workweeks under Pregnancy Disability Leave may continue group health, dental and vision insurance through Eskaton, in conjunction with federal COBRA guidelines. Basic and supplemental life, Accidental Death and Dismemberment and Long Term Disability insurance coverage portability options and information will be provided to the employee so that she has the option to continue her coverage while on leave. The employee may do so by making monthly payments to Eskaton or its third part COBRA administrator for the relevant benefit premium.
  - D. The Human Resources Department will provide further information to the employee if needed.

Implementation Date: 05/13/94  
 Last Revision Date: 12/11/12  
 File Name: N: Policies; PDF Manual; Human Resources: Legal; Pregnancy Leave

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton provides all employees the opportunity without prejudice, penalty or recrimination to discuss their work-related problems and concerns with management.

**POLICY INTERPRETATION**

Employees may present their unresolved, work-related issues to their immediate supervisor, in writing. The process will go through three levels of management if necessary. A decision shall be deemed final and binding at the third level of management. Human Resources and the appropriate officer will receive copies of all documentation. Although the Problem Solving Process may be used to report allegations of harassment, the employee is not required to use this process and has other avenues of reporting outside of their supervisor such as the community Executive Director, their Vice President, any member of senior management at the Eskaton Support Center or the Director of Human Resources or their designee.

Refer to Eskaton Employee Handbook for the complete procedure.

Implementation Date: 08/31/88  
 Last Revision Date: 06/16/20  
 File Name: N: Policies; PDF Manual; HR; Employment Issues; Problem-Solving

Regulatory Reference Sources	
State	
Federal	
Other	

**Recruitment Policy**  
**(previously Appointment, Termination and Change of Status of Exec Mgmt Employees Policy)**  
**(432)**

**POLICY STATEMENT**

All significant human resources actions, such as recruitment and hiring is initiated in compliance with Eskaton's Equal Employment Opportunity policy and the requirements established by federal and state law.

**POLICY INTERPRETATION**

1. All candidates for non-executive positions must undergo a recruitment process to include a minimum of a supervisor skill set interview and a panel interview with appropriate Eskaton team members.
2. All candidates must be screened through the Previous Eskaton Verification Reference Check conducted by Human Resources which verifies past employment with Eskaton. If previously employed, Human Resources will verify termination reason, eligibility for rehire and refer hiring community to the prior Eskaton communities for additional reference checks.
3. All executive level staff are subject to the following process and approvals:  
Hiring: Executive-level staff must first be interviewed by the hiring manager (phone or in person skill set interview) and then interviewed by a panel, which should include one level of supervision above the candidate's position. All executive candidates successfully passing the panel process will be interviewed by the CEO and the appropriate VP for final approval and hiring authorization.
4. The following positions require a panel of or input from Eskaton support services team members; Business Office/Service Manager; Personnel Clerk; Director of Nursing; Resident Care Coordinator; Wellness Nurse; Food Services Director; Food and Nutrition Manager; Maintenance Supervisor/Director of Environmental Services; Sales Counselor; Service Coordinator; Memory Care Coordinator and Life Enrichment Director. The hiring manager will coordinate with the appropriate support services employee to coordinate the panel interview. The list of panel members are included on the following link: <N:\Departments\Human Resources\Recruitment Assistance\ESC - Panel Contacts.pdf>
5. Candidates may be scheduled for a panel interview after references have been successfully verified.
6. The Eskaton Candidate Tracking Form <N:\Departments\Human Resources\Recruitment Assistance\Recruitment Selection & Onboarding\Candidate Tracking Form.pdf> must be used for every candidate interviewed to ensure process is followed in conjunction with this policy.
7. All offer letters of employment of executives shall be initiated by the Director of Human Resources for the signature of the CEO.
8. Written announcements concerning hiring executive staff shall be released with the approval of the CEO, and/or his designee.

Implementation Date: 07/06/88  
 Last Revision Date: 09/13/21  
 File Name: N: PDF Manual: Human Resources; Employment Issues: Recruitment

Regulatory Reference Sources	
State	
Federal	
Other	

**Reduction In Force for Nonexecutive Staff**

**(433)**

**POLICY STATEMENT**

Eskaton follows a systematic process to determine the order in which positions will be eliminated when economic conditions or other significant business issues necessitate a reduction in work force.

**POLICY INTERPRETATION**

1. Reductions in Force

Factors Used to Determine Order of Reduction in Force

- A. Positions to be eliminated will be determined solely for business reasons.
- B. All Human Resource policies shall be followed.
- C. Reductions in force may be implemented on an Eskaton-wide basis or in one or more communities, departments, work groups, or job classifications.

2. Factors to consider when selecting incumbents are:

- Performance
- Skills
- Education / training

3. Severance Pay

A. All regular full-time employees (other than those on written contract), who are terminated due to a reduction in work force, will receive severance pay based on the following schedule:

<u>Year of Service</u>	<u>Severance Pay</u>
1 - 3 years	2 weeks
4 - 6 years	3 weeks
7 - 9 years	4 weeks
10 years	5 weeks
11 or more years	1 week for each full year of service

- B. Regular part-time and regular half-time employees will receive a pro-rata amount of the severance pay.
- C. Severance pay shall be computed based on the employee's average weekly pay during the employee's last twelve (12) months of employment.
- D. On call and temporary employees are not eligible for severance pay.
- E. Employee severance payments will be made to eligible employees after 30 days from date of termination. If an employee is rehired within 30 days, the employee is no longer eligible for a severance payment.

4. Employees who are separated from Eskaton due to business transactions, such as the sale of a facility, leasing of employees, contracting of employees, merger, new partnerships, etc., are not entitled to severance payment.

Implementation Date: 01/01/94  
 Last Revision Date: 06/15/17  
 File Name: N: Policies, PDF Manual; HR; Employ Issues: Reduction In Force For Nonexecutive Staff

Regulatory Reference Sources	
State	
Federal	
Other	

**Re-employment**

**(435)**

**POLICY STATEMENT**

Eskaton will bridge the service gap of any former employee who obtains re-employment within the guidelines of this policy.

**POLICY INTERPRETATION**

Eligibility Requirements

Former employees are eligible for reinstatement at the option of the company under the following conditions:

1. Former employee was employed for a minimum of one (1) year.
2. Former employee was rehired within one (1) year of termination.
3. Former employee must successfully pass a Previous Eskaton Verification Reference Check conducted by Human Resources which verifies the employee is eligible for rehire. This includes the hiring Executive Director speaking to all prior Executive Directors / Corporate Directors or their designees and review of the employment file.

Employees will be reinstated with the following benefits/conditions:

1. Employees being reinstated will receive the appropriate rate of pay for their past experience in this type of position.
2. Reinstated employees will retain their original date of hire
3. The introductory period would be applicable to the reinstated employees hired for a new position. The waiting period for benefits will be the first of the month following date of rehire.
4. Reinstated employees cannot receive any hiring bonus programs in effect at the time of their reinstatement.
5. Reinstated employees are not eligible for any benefit that would have accrued during their absence from the company (i.e., vacation hours, pension, etc.).
6. Reinstated employees must complete the post-employment process and New Hire Orientation. (Refer to Post-Offer Pre-Employment Testing Policy, #429 and Background Investigation Policy #403 for further guidance.)

Implementation Date: 01/01/96

Last Revision Date: 12/20/22

File Name: N: Policies; PDF Manual; Human Resources; Employment Issues; Re-employment

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton will provide, in compliance with federal and state law, uninterrupted rest periods away from work duties during each shift.

**POLICY INTERPRETATION**

1. Employees are required to take a fifteen-(15-)minute rest period for each four (4) hours of work or major fraction thereof. A major fraction of four (4) hours is any time more than two (2) hours. This fifteen (15) minute period should occur as near as possible to the middle of the work period.
2. A rest period is not required for employees whose total daily work time is less than three and a half (3.5) hours.
3. Rest period time shall be counted as hours worked, for which there shall be no deduction from wages.
4. Rest periods may not be combined or taken as part of a lunch period.
5. Rest period time may not be used to make up late arrival time or early leave time from work.
6. Management is responsible for making sure that the rest period time is available. **The employee is responsible for taking their scheduled rest period and must inform their supervisor or designee immediately if unable to do so or if the rest period is interrupted.**
7. In addition to notifying their supervisor or designee, an employee will document any missed rest period(s) at the time clock upon clocking out for the day. This completed attestation will be submitted to the assigned supervisor for review.
8. Employees are to turn off all company required communication devices during a rest period and should not answer pages or do any work during this time. If a verifiable emergency arose that could not reasonably be handled by other staff on duty and the rest period was interrupted, the employee is to be provided another full rest period, or paid the penalty for the missed rest break.
9. Employees who refuse to follow this policy will be subject to disciplinary action.

Implementation Date: 07/06/88  
 Last Revision Date: 11/19/19  
 File Name: N: PDF Manual, Human Resources, Wage & Hour: Rest Periods (609)

Regulatory Reference Sources	
State	Industrial Welfare Commission Wage Orders
Federal	
Other	

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**POLICY STATEMENT**

Eskaton provides a retirement plan for all eligible employees.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Employees at participating communities and programs are eligible for benefits provided in accordance with the Eskaton Retirement Plan document.
2. Eskaton pays the cost of the Eskaton Retirement Plan.

Implementation Date: 07/28/93  
Last Revision Date: 07/16/19  
File Name: N: PDF Manual, Human Resources, Benefits; Retirement Plan

Regulatory Reference Sources	
State	
Federal	
Other	

## Rules of Conduct

(437)

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### POLICY STATEMENT

The rules set forth below are intended to provide employees with fair notice of what is expected of them while working for Eskaton and the consequences, thereof, of poor performance or misconduct.

### POLICY INTERPRETATION

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Eskaton standards, Eskaton will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct. Any conduct which adversely affects or is otherwise detrimental to the interest of Eskaton, other employees, or customers may also result in disciplinary action.

#### Job Performance

- Unsatisfactory work quality or quantity
- Poor attitude (for example, rudeness or lack of cooperation)
- Excessive absenteeism, tardiness, or abuse of break and lunch privileges
- Failure to follow instructions or Eskaton policies or procedures
- Failure to follow established safety regulations

#### Misconduct

- Resident or Patient Abuse
- Insubordination
- Dishonesty
- Theft
- Discourtesy
- Inappropriate and/or offensive language (ex: language considered obscene or abusive)
- Misusing or destroying Eskaton property or the property of another on Eskaton premises
- Violating conflict of interest rules
- Disclosing or using confidential or proprietary information without authorization
- Falsifying or altering Eskaton records, including the application for employment
- Interfering with the work performance of others
- Altercations, verbal or physical
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing illegal (or controlled) substances on Eskaton property or while conducting Eskaton business
- Being under the influence of or using alcohol on Eskaton property or while conducting Eskaton business
- Gambling on Eskaton premises or while conducting Eskaton business
- Sleeping on the job
- Leaving the job without authorization
- Possessing a firearm or other dangerous weapon on Eskaton property or while conducting business
- Failure to follow Eskaton's Dress Code Policy
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of Eskaton, its employees, customers, or property
- Failing to report to Eskaton, within five days, any conviction.



## **POLICY INTERPRETATION**

Except as set forth in this policy, discharge for poor performance ordinarily will be preceded by an oral warning and a written warning.

Eskaton reserves the right to proceed directly to a written warning or to termination for conduct or performance deficiency, without resorting to prior disciplinary steps, when Eskaton deems such action appropriate.

Supervisors are required to document performance deficiencies or misconduct on The Rules of Conduct form. Different forms of documentation will be used for executive employees

Implementation Date: 08/20/89  
Last Revision Date: 11/17/20  
File Name: N: Policies, PDF Manual; Human Resources – Employment Issues: Rules of Conduct

Regulatory Reference Sources	
State	
Federal	
Other	

## **Safety Management Plan**

**(703)**

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### **POLICY STATEMENT**

Eskaton's intent is to provide a safe and healthful environment for employees, residents, and visitors to reduce the risk of injuries. Each community will implement a Safety Management Plan.

### **POLICY INTERPRETATION**

#### **PURPOSE:**

The safety management plan is a community-wide program designed to provide a physical environment free of hazards, to manage staff activities, to reduce the risk of human injury and to maintain compliance with applicable federal, state and local ordinances, Life Safety Code standards and other regulatory agencies.

#### **PROGRAM COMPONENTS INCLUDE THE FOLLOWING:**

1. The Executive Director is assigned the safety, responsibility, and accountability at each Eskaton Community.
2. An ongoing surveillance process for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices.
3. A system for reporting and investigating all incidents of property damage, occupational illness, and employee, resident or visitor injury.
4. An employee orientation and education program that addresses:
  - General safety practices
  - Area-specific safety practices
  - Specific job-related hazards
  - New employee orientation and continuing education
  - Annual employee in-services
5. Organized "safety committees" composed of representation from administration, clinical services, and support services. Meetings are scheduled at regular intervals to address issues related to managing the environment of care.
6. A system designed to encourage employees to inform management of hazardous conditions in the environment without fear of reprisal.
7. Performance standards for:
  - Monitoring and inspection activities,
  - Staff safety-management knowledge and skill,
  - Inspection, preventive maintenance, and testing of safety equipment
  - Ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

**POLICY INTERPRETATION**

8. Environment of Care management plans that specifically address:
  - Security
  - Control of hazardous materials and wastes
  - Emergency preparedness
  - Life safety
  - Medical equipment
  - Utility systems
  
9. Annually evaluating the objectives, scope, performance, and effectiveness of the Safety-Management Plan.

Note: Reference Materials:  
Injury and Illness Prevention Program manual (SB 198) regulations

Implementation Date: 03/21/97  
 Last Revision Date: 12/18/18  
 File Name: N: PDF Manual Human Resources; Workers' Comp and Safety: Safety Management Plan

Regulatory Reference Sources	
State	D.O.T. 49 CFR Part 40 Rules; SB 198
Federal	
Other	CAL-OSHA General Industry Safety Orders, 3200

**Shared Employees**

**(439)**

**POLICY STATEMENT**

In limited circumstances, Eskaton will allow employees to work temporarily at more than one Eskaton community when the combined regularly scheduled hours do not exceed 40 in one week or 80 in a two week period.

**POLICY INTERPRETATION**

1. An employee may be temporarily assigned to another community only with the advance approval of the COO and the maximum period of time must be predetermined.
2. Employees who work at more than one Eskaton community will receive benefits based on the combined hours routinely worked at all communities.
3. Compensation at each location will be determined by the Director of Human Resources. If the rate is different from the primary rate a Notice of Personnel Action (NPA) needs to be completed and forwarded to payroll.
4. If a regular community employee works occasionally at another community, the temporary community will absorb any overtime liability that results from an employee working at the “temporary” community.

Implementation Date: 08/01/97  
 Last Revision Date: 01/24/14  
 File Name: N: PDF Manual: Human Resources; Employment Issue: Shared Employees

Regulatory Reference Sources	
State	
Federal	
Other	

## **Short Term Disability**

**(219)**

*Available to All Exempt and Non-exempt Employees except those on the Executive Sick Leave Plan.*

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### **POLICY STATEMENT**

To minimize the economic hardships that may result from a short-term illness or injury to the employee or their parent, spouse, child, registered domestic partner, or the child of a registered domestic partner. Eskaton provides short term disability benefits to Regular Full-time and Regular Part-time employees.

### **POLICY INTERPRETATION**

1. Employees must successfully complete the introductory period to be eligible for short term disability accrual and use.
2. Short term disability benefits are not paid upon termination for any reason, and may not be applied as additional vacation time.
3. If an employee changes to an ineligible status, he/she will no longer accrue this benefit. The bank of time already accrued will be held for up to six (6) months and cannot be used while the employee is in this status. However, if the employee changes back to an eligible status within six (6) months, the bank of previously-accrued time is reactivated. The employee's bank of time, if any, will be eliminated six (6) months from the date he/she became ineligible. **Exception:** An employee who was Regular Half-time on June 10, 2001, will no longer accrue short term disability, but will be allowed to hold the earned time and use when eligible, unless that employee terminates or changes to an on-call status.
4. The accrual rate is .027 hours for each hour worked. The maximum accumulation is 180 hours.

#### **Procedure**

1. Short term disability hours can only be used when meeting the following qualifications:
  - A. An employee must be disabled according to state guidelines.
  - B. If an employee chooses to, he/she may use up to ½ of his/her current annual ("annual" defined as rolling 12 month period) short term disability accrual to take time off to care for his/her parent, spouse, child, registered domestic partner, or the child of a registered domestic partner who is ill. A physician's certificate must be provided to Eskaton indicating the need for care.
  - C. Benefits will begin on the eighth calendar day of lost compensation. However, if coordinating with Paid Family Leave, benefits will begin on the first calendar day of lost compensation.
2. Employees must use short term disability before taking unpaid absences. Payments from the short term disability account will be integrated with payments made by State Disability or Workers' Compensation, except when being used for payment for time off to care for the employee's parent, spouse, child, registered domestic partner, or the child of a registered domestic partner who is ill. Short term disability is paid at the employee's base wage; excluding any variable income such as bonuses, commission, overtime, etc.

#### **Please refer to the appropriate Leave of Absence Policy.**

- \* Exception: There will be no further accruals, until balances drop below 180 hours, for employees who had balances exceeding that amount at the time the Short Term Disability Plan maximum changed.

## POLICY INTERPRETATION

Dependent Definitions:

- Child: An employee or domestic partner’s biological, adopted, foster child, Stepchild, legal ward or a child to whom the employee stands in loco parentis. The definition of child applies regardless of the child’s age or dependency status.
- Parent: An employee’s biological, foster, or adoptive parent, stepparent or legal guardian.
- Domestic Partner: Two adults who have filed a Declaration of Domestic Partnership with the Secretary of State if they are of the same sex. If they are opposite sex, they must file an Affidavit of Domestic Partnership.
- Parent-in-law: The parent of a spouse or domestic partner.
- Grandparent: A parent of the employee’s parent (including a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis when the employee was a child).
- Grandchild: A child of the employee’s child (including a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner or the person to whom the employee stands in loco parentis)
- Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Implementation Date: 07/14/93  
 Last Revision Date: 02/20/18  
 File Name: N: Policies; PDF Manual; Human Resources; Benefits; Short Term Disability

Regulatory Reference Sources	
State	
Federal	
Other	

**Sick Leave – Executive**

**(219D)**

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**POLICY STATEMENT**

To minimize the economic hardships that may result from a short-term illness or injury to the executive or their parent, domestic partner, spouse or child. This policy complies with AB 1522, California Paid Sick Leave.

**POLICY INTERPRETATION**

1. The number of hours accrued will be prorated to accommodate status changes that occur during the year. The following accrual rates shall apply:
  - a. Full-time Executives                      5 days per month
  - b. Part-time Executives                      2.5 days per month
  - c. Maximum Accrual                      60 days
2. Sick leave does not accrue when the executive is on a leave of absence.
3. Sick leave benefits are not paid upon termination for any reason, and may not be applied as additional vacation time.

**Procedure**

1. Sick leave hours can only be used when meeting either of the following qualifications:
  - a. An executive must be ill or injured. A medical note may be required if the medical absence extends past three (3) days.
  - b. KinCare: An executive may use up to ½ of his or her current annual (“annual” defined as rolling 12 month period) accrual to take time off to care for his or her parent, domestic partner, spouse or child who is ill.
  - c. California Paid Sick Leave:
    1. Paid sick leave will be provided upon an employee’s oral or written request. Employees should use the Eskaton Request for Time Off form to ensure proper tracking. If the need for paid sick leave is foreseeable, an employee must provide reasonable advance notice. If not, the employee must provide notice as soon as is practical.
    2. Employees may use paid sick leave in increments of no less than two (2) hours.
    3. Employees may use up to three (3) days paid sick leave to take time off to care for his or her parent, domestic partner, spouse or child, grandparent, grandchild, or sibling, or designated person.
2. Payments from the sick leave account will be integrated with payments made from State Disability or Workers' Compensation. Sick leave payments will be integrated with Paid Family Leave when the time off is to care for the executive’s serious ill parent, spouse, domestic partner, or child, parent-in-law, grandparent, grandchild, sibling or to bond with a new child.

## POLICY INTERPRETATION

Relation Definitions:

- Child: An employee or domestic partner’s biological, adopted, foster child, Stepchild, legal ward or a child to whom the employee stands in loco parentis. The definition of child applies regardless of the child’s age or dependency status.
- Parent: An employee’s biological, foster, or adoptive parent, stepparent or legal guardian.
- Domestic Partner: Two adults who have filed a Declaration of Domestic Partnership with the Secretary of State if they are of the same sex. If they are opposite sex, they must file an Affidavit of Domestic Partnership.
- Parent-in-law: The parent of a spouse or domestic partner.
- Grandparent: A parent of the employee’s parent (including a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis when the employee was a child).
- Grandchild: A child of the employee’s child (including a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner or the person to whom the employee stands in loco parentis)
- Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- Designated Person: Person identified by the employee at the time the employee requests Paid Sick Leave day(s). Designated Person does not need to be related by blood or affinity. Limited to one (1) designated person per twelve (12) month period.

Implementation Date: 01/01/00  
 Last Revision Date: 12/20/22  
 File Name: N: Policies; PDF Manual; Human Resources; Benefits: Sick Leave – Executive

Regulatory Reference Sources	
State	AB 1522
Federal	
Other	



## Sick Leave – Non-Exempt

(220)

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### POLICY STATEMENT

Eskaton provides paid sick leave to non-exempt employees in compliance with California's Paid Sick Leave Law. Exempt and Executive employees are provided for under separate policies, Sick Leave Executive (219D) and Exempt Paid Time Off Program (206).

### POLICY INTERPRETATION

#### 1. Eligibility and Waiting Periods

- A. All non-exempt employees accrue paid sick leave regardless of status (i.e., on call, half-time or temporary).
- B. Paid sick leave is credited on date of hire; however, employees may not use sick leave until the 90<sup>th</sup> day of employment.
- C. Part-time and full-time non-exempt employees hired before July 1, 2015 who also have accrued Paid Time Off (PTO) benefits will be paid out any unused paid sick leave hours upon termination.

#### 2. Scheduling

- A. Paid sick leave will be provided upon an employee's oral or written request. Employees should use the Eskaton Paid Time Off Request Form to ensure proper tracking. If the need for paid sick leave is foreseeable an employee must provide reasonable advance notice. If not, the employee must provide notice as soon as is practicable.
- B. Employees may use paid sick leave in increments of no less than two (2) hours. Payment will be wage replacement for scheduled work days missed due to the employee's or family member's illness as covered by this policy.
- C. Employees may use paid sick leave to take time off to care for his or her parent, domestic partner, spouse, child, grandparent, grandchild, or sibling or designated person.
- D. Absences that occur and are paid under this policy cannot be counted against the Eskaton Attendance Standards policy (402).

#### 3. Accrual

- A. All non-exempt employees will be credited with twenty-four (24) hours upon hire. Annually thereafter, either on the employee's anniversary date of hire or July 1<sup>st</sup> if employee was hired before July 1, 2015, all non-exempt employees will be credited with up to twenty-four (24) hours but at no time will the total accrual exceed twenty-four (24) hours.
- B. Employees that work at more than one Eskaton location are only credited with sick hours for one Eskaton location; therefore, the maximum sick leave hours credited is twenty-four (24).

#### 4. Reinstatement

Any unused accrued paid sick leave balance at the time of termination will be reinstated if a former employee is rehired within one (1) year of leaving employment with Eskaton.

## POLICY INTERPRETATION

Relation Definitions:

- Child: An employee or domestic partner’s biological, adopted, foster child, Stepchild, legal ward or a child to whom the employee stands in loco parentis. The definition of child applies regardless of the child’s age or dependency status.
- Parent: An employee’s biological, foster, or adoptive parent, stepparent or legal guardian.
- Domestic Partner: Two adults who have filed a Declaration of Domestic Partnership with the Secretary of State if they are of the same sex. If they are opposite sex, they must file an Affidavit of Domestic Partnership.
- Parent-in-law: The parent of a spouse or domestic partner.
- Grandparent: A parent of the employee’s parent (including a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis when the employee was a child).
- Grandchild: A child of the employee’s child (including a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner or the person to whom the employee stands in loco parentis)
- Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- Designated Person: Person identified by the employee at the time the employee requests Paid Sick Leave day(s). Designated Person does not need to be related by blood or affinity. Limited to one designated person per 12 month period.

Implementation Date: 07/01/15

Last Revision Date: 12/20/22

File Name : N:Policies; PDF Manual; Human Resources; Benefits: Sick Leave – Non-Exempt

Regulatory Reference Sources	
State	California AB 1522
Federal	
Other	

**Solicitation / Distribution of Literature**

**(441)**

**POLICY STATEMENT**

In order to maintain and promote efficient operations, discipline and security, Eskaton has established rules applicable to all employees which govern solicitation, distribution of written material, electronic mail, and entry onto the premises and work areas.

**POLICY INTERPRETATION**

1. No employee shall solicit support for cause or organization that is not related to Eskaton or any of its subsidiaries, during his or her working time.
2. No employee shall solicit a co-worker's support for a cause or organization that is not related to Eskaton or any of its subsidiaries while knowing that the co-worker is on working time.
3. No employee shall promote support for a cause or organization that is not related to Eskaton or any of its subsidiaries during his or her working time.
4. No employee shall promote support for a cause or organization that is not related to Eskaton or any of its subsidiaries to a co-worker while knowing that the co-worker is on working time.
5. No employee shall distribute or circulate any items, written or printed material, or electronic email not related to Eskaton business in work areas at any time.
6. No employee shall engage in any action which is intended to influence others religiously.
7. The solicitation/distributing of literature policy does not prevent employees from engaging in any discussion or activity that is not specifically and expressly prohibited herein.

Implementation Date: 07/14/93  
 Last Revision Date: 08/25/15  
 File Name: N: Policies; PDF Manual; HR, Employment Issues: Solicitation-Distribution of Literature

Regulatory Reference Sources	
State	
Federal	
Other	

# ESKATON POLICIES

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**Tax Deferred Plan**

**(221)**

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**POLICY STATEMENT**

Eskaton offers tax deferred savings plans to all eligible employees.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. All eligible employees may participate in a tax deferred plan.
2. Contributions may be either a fixed dollar amount or a percentage of pay beginning from one percent (1%) to the maximum allowed by federal law.

Implementation Date: 10/15/93  
Last Revision Date: 0719/19  
File Number: N: PDF Manual; Human Resources, Benefits; Tax Deferred Plan

Regulatory Reference Sources	
State	
Federal	
Other	



**POLICY STATEMENT**

All employment actions such as discipline and termination are initiated in compliance with Eskaton’s Equal Employment Opportunity policy and the requirements established by federal and state laws.

**POLICY INTERPRETATION**

There are two types of termination: voluntary initiated by the employee and involuntary initiated by Eskaton.

1. All terminations are to be recorded on the Eskaton Notice of Personal Action (NPA) form and sent to payroll in advance of the termination date.
2. The Eskaton Termination Procedure is to be followed for each termination. The procedure along with the Termination Checklist can be found here [N:\Departments\Human Resources\Forms\Termination](#)
3. All involuntary termination requests require the approval of the community Executive Director or applicable Program Director and the line of business Vice President. Human Resources will review the request for compliance with policies and regulations. The final decision will be made between the Executive Director and their Vice President.
4. Any termination of executive employees must be reviewed in consultation with the Chief Executive Officer, the appropriate Vice President and the Director of Human Resources or designee. An executive termination will be conducted pursuant to any applicable written contract of employment which may be in effect with the executive.
5. Final payment shall be available at the time of an involuntary termination, or, in the case of a voluntary termination, within 72 hours of the last day worked, unless notification of termination was given at least 72 hours in advance, in which case the final paycheck is due at the time of termination.
6. A termination Rules of Conduct and Employment Development Department (EDD) booklet must be given when conducting an involuntary termination.
7. The employee’s supervisor or designee is responsible for communicating with the Information Systems Department (ISD) staff regarding the employee’s email, electronic files and voicemail as well as notifying the community management team and others as necessary that the employee no longer works for Eskaton.
8. The designated community representative will conduct an exit meeting to review the Eskaton Termination Exit Checklist.
9. All executive-level employees will be given an exit interview by the Human Resources Department and/or Chief Executive Officer, as appropriate.
10. Employees who voluntarily resign and provide a valid email address will be sent an exit survey to complete.

Implementation Date: 12/31/94  
 Last Revision Date: 06/16/20  
 File Number: N: PDF Manual; Human Resources, Wage & Hour, Termination

Regulatory Reference Sources	
State	
Federal	
Other	

**Time Off for School Visits**

**(527)**

**POLICY STATEMENT**

Eskaton will provide time off for school visits, for any reason, for parents, guardians and custodial grandparents and for children of domestic partners and persons standing in loco parentis (in place of a parent) to a child.

**POLICY INTERPRETATION**

1. The employee shall give Eskaton reasonable notice of the need to take time off to visit the school. Refer to Attendance Standards policy for time guidelines.
2. If the visit is to appear in the school because of a suspension of the pupil, there are no annual limits to the amount of time that can be requested.
3. If the visit is for one or more children in grades kindergarten to 12, inclusive, and the request is to take time to participate in school activities, the employee is limited to taking a maximum of forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year. However, a child care provider or school emergency does not have an eight (8) hours per month limitation.
4. The employee, if requested by Eskaton, shall provide documentation from the school as proof that he or she participated in school activities on a specific date and at a particular time. Written documentation means whatever written verification of parental participation the school deems appropriate and reasonable.
5. If more than one (1) parent is employed by Eskaton, we may limit the absence to the parent who first gave notice.
6. Employees are required to first use available paid time off/vacation for the absence before taking time off unpaid.

Implementation Date: 01/01/97  
 Last Revision Date: 03/20/18  
 File Name: N; Policies; Human Resources; Legal; Time Off For School Visits

Regulatory Reference Sources	
State	CA Labor Code 230.7 and 230.8 (The Family School Partnership Act)
Federal	
Other	

**Time Off for Voting**

**(529)**

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**POLICY STATEMENT**

Eskaton encourages responsible citizenship by providing voting time to employees who do not have sufficient time outside their working hours to vote in a statewide election.

**POLICY INTERPRETATION**

1. If the employee's work schedule with Eskaton does not allow sufficient time outside of working hours to vote, with the supervisors approval, employees shall be permitted to take up to two (2) hours off with pay for the purpose of voting in a statewide election.
2. Upon return from voting an employee must present a voter's receipt to the immediate supervisor.

Implementation Date: 07/06/88  
Last Revision Date: 11/17/20  
File Name: N: Policies, PDF Manual; Human Resources–Legal: Time Off For Voting

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

In compliance with federal and state law, Eskaton requires each employee to accurately record his/her regular hours worked, meal periods, overtime, and absences.

**POLICY INTERPRETATION**

1. Federal and state law requires that nonexempt employees record actual hours of work. Eskaton is required to retain these time records for a period of ten (10) years.
2. Each employee's signed electronic time document shall be the **official** record of time worked each day by the employee. The information recorded and submitted on this document establishes the hours for which the employee shall be paid.
3. All hourly employees are required to use the assigned data collection system, e.g. timeclocks, etc. at all times
4. Time shall be recorded at the beginning and end of each workday, meal period, split shift and/or absence.
5. All time, including overtime, whether or not it is authorized, must be recorded and paid for each day worked. Employees are to obtain their supervisor's permission prior to working any overtime.
6. If there is an error or a missed punch that needs correcting on the timesheet, the employee must submit missing punch data via the time clock or contact their supervisor or in the communities without a timeclock, please see the Executive Director. No edits are to be made to an employee's timesheet without the written consent of the employee.
7. Employees may not perform work off the clock and may not clock in more than five (5) minutes prior to the start of their shift.
8. Employees who refuse to follow this policy will be subject to disciplinary action.

Implementation Date: 07/06/88  
 Last Revision Date: 06/15/21  
 File Name: N: PDF Manual, Human Resources, Wage & Hour, Time Records

Regulatory Reference Sources	
State	
Federal	
Other	

**Tobacco / Smoke-Free Campus Policy**

**(523)**

**POLICY STATEMENT**

As a provider of health services to older adults, Eskaton is committed to providing a safe and healthy workplace. As declared by the California Indoor Clean Air Act of 1976, tobacco smoke is a health hazard for the general public. Motivated by our desire to provide a healthy work environment for our employees, the tobacco / smoke free campus policy has been adopted and shall apply to all employees and vendors of Eskaton.

**POLICY INTERPRETATION**

***Employees while on duty and/or on company properties are prohibited from using tobacco products.***

***Vendors while on company properties are prohibited from using tobacco products.***

***An exception to this policy applies to the residents of Eskaton in designated smoking areas.***

**Definition** - For the purpose of this policy, “tobacco” is to include but not limited to cigarettes, cigar, pipe, other smoking and vapor products including “e-cigarette” and electronic nicotine devices (ENDs) as well as chewing tobacco, smokeless, dip, snus, and snuff.

**Compliance** - An initial violation of this policy will result in a reminder of our policy and an offer of tobacco-cessation support. Subsequent infractions and/or violations of this policy shall be dealt with using Eskaton’s Rules of Conduct Policy.

**Tobacco Cessation Opportunities** – Eskaton may offer assistance with smoking cessation programs. Prescription medication for smoking cessation is included under Eskaton’s Drug Prescription Program.

Implementation Date: 06/01/14

Last Revision Date:

File Name: N: PDF Manual; Human Resources; Legal; Tobacco Smoke-Free Campus

Regulatory Reference Sources	
State	
Federal	
Other	

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**POLICY STATEMENT**

Eskaton complies with all state laws and local ordinances pertaining to the designation of smoking areas in the workplace.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Employee smoking is prohibited in all locations on company property except those specifically designated as smoking areas.
3. Employee smoking in areas not designated for that purpose may lead to disciplinary action up to and including termination.

Implementation Date: 05/20/93  
Last Revision Date: 04/22/03  
File Name: E., Human Resources–Legal: Smoke-Free Environment

Regulatory Reference Sources	
State	
Federal	
Other	

**POLICY STATEMENT**

Eskaton provides opportunities to enhance career advancement and development through inter-community and inter-departmental transfers.

**POLICY INTERPRETATION**

1. An employee must inform their supervisor prior to applying for an inter-community or inter-departmental transfer.
2. Employees who meet the following conditions may be considered for a transfer:
  - A. A minimum of six months of active service in current position must be completed unless approval is obtained from the appropriate Officer or Vice President.
  - B. Performance in the current position must meet or exceed requirements. Counseling received within a six-month period may, at the discretion of the employee's supervisor, constitute unsatisfactory job performance for the purpose of this policy.
  - C. Both department heads must approve the transfer request, for inter-departmental transfers.
  - D. Both executive directors must approve inter-community transfers. The receiving executive director must review the employment file of any inter-community transfer before the transfer is approved.
  - E. All transfers must be approved in advance by the Director of Human Resources or their designee.
3. The receiving community shall:
  - A. Conduct and document a new employee orientation with the transferred employee.
  - B. Review with the employee all wage and benefit programs of the receiving community.
4. The performance review date will not be adjusted for a lateral transfer. Any pay changes for a lateral transfer would need approval by the appropriate Vice President.
5. Two weeks after the transfer has been approved, the employee shall be transferred to the new position unless an alternate date is agreed upon, in writing, by both the administrators/program directors.
6. The sending community shall forward the Personnel Files and an NPA with the "current" side completed. Any community licensed under the California Department of Public Health must retrain a full copy of the employment file on site for one full survey cycle.
7. The receiving community shall complete the "proposed" side of the NPA and forward to Payroll.

Implementation Date: 07/02/97

Last Revision Date: 06/15/21

File Name: N: Policies; PDF Manual, Human Resources, Employment Issues: Transfers

Regulatory Reference Sources	
State	
Federal	
Other	

**Unemployment Insurance**

**(531)**

**POLICY STATEMENT**

As required by federal and state law, Eskaton participates in an unemployment benefit program.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Upon hire, termination and leave of absence employees will be provided an EDD pamphlet #DE2320 (entitled ***For Your Benefit***), which explains benefit rights under the EDD Unemployment Insurance Program.
2. All unemployment claims received from EDD will be forwarded to the Corporate Human Resource Department, along with copies of any actions taken relative to the termination, including progressive discipline forms and letters of resignation.
3. The Corporate Human Resource Department will coordinate, with Eskaton's unemployment claims management company and the appropriate Eskaton program or facility administrator, a response to claims.

Implementation Date: 10/15/93  
 Last Revision Date: 10/18/16  
 File Name: N: Policies; PDF Manual, Human Resources, Legal, Unemployment Insurance

Regulatory Reference Sources	
State	
Federal	
Other	



**Victims of Violent Crime Leave**

**(515)**

**POLICY STATEMENT**

Eskaton prohibits discrimination or retaliation against employees who are victims of domestic violence or any violent crime and must take time off from work for any of the reasons listed below. Employees who are victims of any violent crime are eligible for an unpaid leave.

**POLICY INTERPRETATION**

1. An employee may request a leave of absence if they/their:
  - are involved in any judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure they/their health, safety or welfare, or that of they/their child;
  - Need to seek medical attention for injuries caused by domestic violence;
  - Need to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
  - Need to obtain psychological counseling related to an experience of domestic violence, or;
  - Need to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

For victims of a violent crime or those whose immediate family member is a victim, the absence may be to attend any judicial proceedings related to the crime including any delinquency proceeding. Immediate family is defined as: Spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather or guardian.

2. An employee must provide notice and certification of they/their need to take leave under this policy. Certification may be sufficiently provided by any of the following:
  - a. A police report indicating that the employee was a victim of any violent crime.
  - b. A court order protecting or separating the employee from the perpetrator of an act of any violent crime, or other evidence from the court or prosecuting attorney that the employee appeared in court.
  - c. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of any violent crime.
3. Eskaton will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.
4. The length of unpaid leave an employee may take is limited to that provided for in Eskaton's Family and Medical Leave Policy (policy #512).

Implementation Date: 06/01/01  
 Last Revision Date: 06/15/21  
 File Name: N: Policies;PDF Manual;Human Resources;Legal;Leaves of Absence;Victims of Violent Crimes

Regulatory Reference Sources	
State	Labor Code Section 230, 230.1, 230.2, 230.5
Federal	
Other	

**POLICY STATEMENT**

Eskaton requires employees to conduct only Eskaton business while at work. Eskaton does realize that occasions may arise when an employee needs to have a family member present at work for a short period of time.

**POLICY INTERPRETATION**

1. Employees are required to be conducting Eskaton business while at work. Visitors and pets are not allowed to accompany employee during working hours.
2. If an employee has a need to have a family member, visitor or pet present, such as prior to an appointment, the visitor, pet or family member should not be at the workplace any longer than 30 minutes.
3. For Eskaton communities, employee must obtain approval from both their supervisor and executive director or their designee. Other Eskaton locations require the approval of the supervisor and the senior management on site or their designee. Exceptions to the above receives approval from the executive director or designee.

Implementation Date: 06/01/01  
 Last Revision Date: 12/20/22  
 File Name: N. Policies; PDF Manual; Human Resources-Employment Issues: Visitors & Pets

Regulatory Reference Sources	
State	
Federal	
Other	

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## POLICY STATEMENT

Eskaton maintains as part of its technology platform voice mail and electronic mail (e-mail) systems. These systems are provided to assist in the conduct of business within the company.

### POLICY INTERPRETATION AND IMPLEMENTATION

1. Messages should be limited to the conduct of business of the company. Voice mail, e-mail and internet may not be used for personal business.
2. Voice mail and e-mail messages may not contain content that may be reasonably considered offensive or disruptive to any employee. Offensive content would include, but would not be limited to, sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, or disability.
3. While voice mail and e-mail may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. You must assume that any and all messages may be read by someone other than the intended or designated recipient. Voice mail users should include in their outgoing voice-mail message an instruction to "please leave a non-confidential message." Your information may need to be accessed by the company when you are absent. The Information Systems department will have access to all company computer and electronic equipment, including voice mail, electronic mail and Internet accounts.
4. Employees may access only those messages, files, or programs that they have permission to access. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other property of the company, or improper use of information obtained by unauthorized means is prohibited.
5. Internet, World Wide Web, and Intranet access have been provided to employees for the benefit of the company and its customers, vendors and suppliers.
  - **Acceptable uses of the Internet:** Employees accessing the Internet, World Wide Web and/or the company's own Intranet are representing the company when doing so. Each employee is responsible for ensuring that they use their Internet access privilege in an effective, ethical and lawful manner. "Chat rooms" may be used to conduct official company business, or to gain technical or analytical advice. Electronic mail may be used for non-confidential business contacts.
  - **Unacceptable uses of the Internet:** Sending, saving or viewing offensive material is prohibited. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual preference or any other classification protected by federal, state or local law.
  - Any use of the Internet, World Wide Web, and/or the company's Intranet to harass or discriminate is unlawful and strictly prohibited by the company.
6. Each employee is responsible for the content of all messages or images that they place, send, or view over the Internet. All messages communicated on the Internet should have the employee's name attached; messages may not be transmitted using someone else's name or under an

**POLICY INTERPRETATION AND IMPLEMENTATION**

assumed name.

7. To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software onto their computer or any drive in that computer. Employees interested in obtaining software from the Internet should contact the Information Systems department.
  
8. Eskaton computers and the data stored on them are, and remain at all times, the property of the company. As such, all messages created, sent or retrieved over the Internet or the company's electronic-mail system or voice mail system are the property of the company, and may be treated as company information. Employees have no right to privacy as to any information or file transmitted or stored through the company's computer systems, voice mail, electronic mail, or other technical resources. The company reserves the right to retrieve and read any message or file. Employees should be aware that, even when a message is erased or a visit to a Web site is closed, it is still possible to recreate the message or locate the Web site. Accordingly, Internet and electronic mail messages are considered company communication(s), not private. Furthermore, all communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.
  
9. Employees are to have a unique password that only the user of the account knows. Sharing of passwords between employees is prohibited. An employee will be held personally responsible for all computer activity performed under their password unless the employee has previously notified their supervisor that another person has gained access to their password.
  
10. Violations of any guidelines listed above may result in disciplinary action up to and including termination. In addition, the company may advise appropriate legal officials of any illegal violations.

Implementation Date: 06/01/99  
 Last Revision Date: 01/09/07  
 File Name: E., Human Resources–Legal: Voice Mail, E-Mail, Internet

Regulatory Reference Sources	
State	
Federal	
Other	

**Witness Duty Leave**

**(223)**

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**POLICY STATEMENT**

Eskaton supports the civil obligations of an employee to serve as a witness in court by providing time off when requested for this purpose.

**POLICY INTERPRETATION**

1. If an employee is required to appear as a witness on behalf of Eskaton, they will be paid their base rate of pay times the hours in court to equal their regular scheduled work hours.
2. Eskaton shall provide time off without compensation to employees who are required to appear as a witness in court, in cases which do not involve the employer. Eskaton shall provide the time off but will not compensate employees. Employees are required to provide reasonable written advance notice to their immediate supervisor prior to the court date.

Implementation Date: 07/06/88  
Last Revision Date: 10/15/13  
File Name: N: Policies; PDF Manual; Human Resources; Benefits: Witness Duty Leave

Regulatory Reference Sources	
State	
Federal	
Other	

**Workers' Compensation**

**(705)**

**POLICY STATEMENT**

Eskaton provides Workers' Compensation Insurance benefits for employees in accordance with the State of California, Department of Industrial Relations.

**POLICY INTERPRETATION AND IMPLEMENTATION**

1. Eskaton pays the cost of employee participation in the Workers' Compensation Self-Insurance program.
2. This program provides hospital, medical protection, and loss of wage benefits resulting from a work-related injury or illness.
3. Employees must report all work-related injuries/illnesses to their supervisor, regardless of how minor, within 24 hours or as soon as they are aware of an injury.
4. Failure on the part of the employee to report a work-related injury/illness may result in a delay of benefits and disciplinary action.
5. Employees shall not attempt to administer first aid to themselves for a work-related injury/illness.
6. Inquiries concerning Workers' Compensation Insurance should be referred to the Workers' Compensation Manager.

Implementation Date: 05/01/97  
 Last Revision Date: 03/14/06  
 File Name: E., Human Resources – Workers' Compensation and Safety: Workers' Compensation

Regulatory Reference Sources	
State	
Federal	
Other	

## Workplace Violence Prevention Plan

(707)

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### POLICY STATEMENT

Eskaton is committed to providing a working environment free of violence and recognizes the potential for violence in the workplace; therefore, Eskaton will make every reasonable effort to identify all potential sources of violence to eliminate or minimize these risks through the Workplace Violence Prevention program.

### POLICY INTERPRETATION

1. Eskaton's Workplace Violence Prevention Plan addresses the hazards known to be associated with the four major types of workplace violence:

Violence is any actual, attempted or threatened conduct of a person that causes or is likely to cause physical and/or psychological harm/injury/illness or that gives a person reason to believe that the safety of another person is at risk of physical or psychological harm/injury/illness, including, but not limited to, any actual or attempted assault (including sexual assault and physical attacks); threat; verbal, psychological or sexual abuse; and harassment.

- A. Type I workplace violence involves a violent act by an assailant with no legitimate relationship to the workplace who enters the workplace to commit a crime.
  - B. Type II involves a violent act or threat of violence directed at employees by customers, clients, patients, students, inmates, or visitors or other individuals accompanying a resident.
  - C. Type III involves a violent act or threat of violence by a current or former employee, supervisor or manager, or another person who has some employment-related involvement with Eskaton, such as an employee's spouse, an employee's relative or friend, or another person who has a dispute with one of our employees.
  - D. Type IV involved a violent act or threat of violence by an assailant who is not an employee but has or is known to have had a personal relationship with an employee.
2. All threats or acts of violence are taken seriously and will be investigated by management, which may include but is not limited to the Executive Director, Chief Operations Officer, Workers' Compensation/Safety Director and the Director of Human Resources Confidentiality of information from employees will be maintained to the highest degree.
  3. Compliance with this policy and the company's commitment to a zero-tolerance policy with respect to workplace violence is *every employee's responsibility*. Any employee who violates this policy is subject to disciplinary action, up to and including termination.
  4. Supervisors are responsible for ensuring that measures and procedures are followed by employees and that employees have the information they need to protect themselves.
  5. Employees training program includes general awareness information on:
    - a. who can become violent in the workplace (clients, visitors, co-workers, strangers),
    - b. types of unacceptable behavior (such as hitting, pushing, assault, sexual assault, robbery, harassment),
    - c. high-risk situations or locations,
    - d. Department of Homeland Security *Run, Hide, Fight* protocol.

### GENERAL GUIDELINES:

1. Knowledge of any credible direct or indirect verbal threats of harm, witnessing physical or verbal intimidation or any other aggressive act or threat is considered an act of violence and must be reported to the community Executive Director or designee promptly.
2. All threats of violence are taken seriously and will initiate a thorough and prompt investigation.
3. Any employee who believes they have been a victim of a threat must promptly report the facts of the incident to their supervisor or the Executive Director, followed by written documentation.

**POLICY INTERPRETATION**

4. Per T8CCR3342, the person or persons with authority and responsibility for implementing the Program is the Executive Director at their community.
5. Employees' active involvement in developing, implementing and reviewing the plan is established through employee meetings, safety committee meetings and training sessions.
6. Effective procedures for obtaining assistance from appropriate law enforcement agencies during all work shifts includes contacting 911 by any employee able to do so. The shift supervisor will confirm that contact with authorities has been made. The Executive Director will contact the Chief Operations Officer who will delegate responsibilities to Human Resource and Safety Director.
7. Employees are encouraged to report any workplace violence incidents immediately without retaliation.
8. Workplace violence incidents will be communicated to all relevant employees to alert them an incident has occurred. Methods of communication may include, but not be limited to the following: Change of Shift Report, Department Meeting, Safety Committee Meeting, All Staff Meeting, or other method as deemed necessary and appropriate for the incident. All employees will be oriented at the time of their post-employment orientation regarding methods of reporting workplace violence, how concerns will be investigated, such as the QAPI process, Eskaton's non-reprisal employee protections, and information regarding results of investigations and corrective action instituted. All applicable incidents will be recorded on the log.
9. Assessment procedures to identify and evaluate environmental risk factors for each community may include use of consultant surveys, TELS (weekly, monthly, quarterly, and annually), Preventative Maintenance and Life Safety Task schedule, mock survey, and Safety Committee checklists. A review of all workplace violence incidents that occurred at each community within the previous year will be made available to all employees upon request.
10. Resident-specific, visitor and other non-employee risk factors will be identified and evaluated to determine situations in which resident-specific Type II violence is more likely to occur and assess visitors and guests who display disruptive behavior.
11. Workplace violence hazard correction will include engineering and/or work practice controls to minimize or eliminate identified hazards to the extent feasible in a timely manner.
12. Response and investigation procedures to be conducted after an incident may include, but not limited to:
  - a. Providing immediate medical care to the injured;
  - b. Identifying all persons involved in the incident;
  - c. Making available individual trauma counseling for all affected employees;
  - d. Conducting post-incident debriefing as soon as possible with all staff;
  - e. Reviewing if procedures were properly and effectively executed;
  - f. Soliciting from staff their opinions regarding incident causation and corrective measures.

Implementation Date: 05/01/97

Last Revision Date: 12/18/18

File Name: N: Policies; PDF Manual; HR; Workers' Comp & Safety; Workplace Violence Prevention Plan

Regulatory Reference Sources	
State	
Federal	
Other	



## **SECTION 999.5(d)(5)(E)**

### **6) Employee Wage and Salary Information for Fair Oaks, Greenhaven, and Manzanita**

## 2023 WAGE SCALES

CARE CENTER FAIR OAKS  
NURSING DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
23	L	RN CHARGE	\$39.00 6,760 81,120	\$57.03 9,884 118,612	\$75.05 13,009 156,104
		SHIFT DIFFERENTIAL			
		PM SHIFT:	.50 PER HOUR		
		NOC SHIFT:	1.00 PER HOUR		
		ON CALL RATE	52.00 PER HOUR		
31	I	LVN CHARGE	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493
		SHIFT DIFFERENTIAL			
		PM SHIFT:	.50 PER HOUR		
		NOC SHIFT:	1.00 PER HOUR		
		ON CALL RATE:	40.00 PER HOUR		
03	J	TREATMENT NURSE	\$32.00 5,547 66,560	\$47.20 8,181 98,176	\$62.40 10,816 129,792
94	F	RESTORATIVE AIDE	\$20.75 3,597 43,160	\$26.98 4,676 56,108	\$33.20 5,755 69,056
74	F	CNA - CERTIFIED NURSING ASSISTANT	\$20.75 3,597 43,160	\$26.98 4,676 56,108	\$33.20 5,755 69,056
		SHIFT DIFFERENTIAL			
		PM SHIFT:	.50 PER HOUR		
		NOC SHIFT:	1.00 PER HOUR		
		ON CALL RATE:	23.00 PER HOUR		
59	B	CENTRAL SUPPLY CLERK	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
7F	D	CENTRAL SUPPLY/ STAFFING COORDINATOR	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
51	F	STAFFING COORDINATOR	\$20.75 3,597 43,160	\$26.98 4,676 56,108	\$33.20 5,755 69,056
L9	J	INFECTION PREVENTIONIST/ QUALITY ASSURANCE NURSE	\$32.00 5,547 66,560	\$47.20 8,181 98,176	\$62.40 10,816 129,792
R2	A	NURSING ASSISTANT - NATP	\$16.00	\$18.80	\$21.60

Starting rate as of 5/15/22 \$45.00  
Starting rate as of 8/8/22 \$50

Starting rate as of 5/15/22 \$33.00  
Starting rate as of 8/8/22 \$38

Starting rate as of 5/15/22 \$35.00  
8/8/2022 starting rate moved up to \$40

grade change 2/6/22

grade change 2/6/22

Starting rate as of 5/15/22 \$35.00  
Starting rate as of 8/8/22 \$40.00

Starting rate as of 5/15/22 \$21.60  
ESKATON\_003508  
2/26/2023

## 2023 WAGE SCALES

(student)	2,773	3,259	3,744
	33,280	39,104	44,928

CARE CENTER FAIR OAKS  
NURSING DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	
2R	L	MDS COORDINATOR - RN	\$39.00 6,760 81,120	\$57.03 9,884 118,612	\$75.05 13,009 156,104	Starting rate as of 5/15/22 \$47.00 Starting rate as of 8/8/22 \$52
2N	I	MDS COORDINATOR - LVN	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493	Starting rate as of 5/15/22 \$35.00 Starting rate as of 8/9/22 \$40.00
M7	I	LVN CASE MANAGER	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493	Starting rate as of 5/15/22 \$35.00 Starting rate as of 8/8/22 \$40.00
2L	L	RN CASE MANAGER	\$39.00 6,760 81,120	\$57.03 9,884 118,612	\$75.05 13,009 156,104	Starting rate as of 5/15/22 \$47.00 Starting rate as of 8/8/22 \$52.00
55	D	UNIT SECRETARY	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514	
27	I	DIRECTOR OF STAFF DEVELOPMENT LVN	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493	Starting rate as of 5/15/22 \$35.00 Starting rate as of 8/8/22 \$40.00

## 2023 WAGE SCALES

CARE CENTER FAIR OAKS  
 MAINTENANCE/HOUSEKEEPING/LAUNDRY DEPARTMENT  
 NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
45	D	MAINTENANCE ASSISTANT	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
8	E	HOUSEKEEPING LAUNDRY SUPERVISOR	\$19.50 2,730 32,760	\$24.28 3,489 41,870	\$29.05 4,247 50,960
84	B	HOUSEKEEPER	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
68	B	FLOOR PERSON	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
86	A	LAUNDRY WORKER	\$16.00 2,773 33,280	\$18.80 3,259 39,104	\$21.60 3,744 44,928

2023 WAGE SCALES

CARE CENTER FAIR OAKS  
 MEDICAL RECORDS  
 NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
54	C	HEALTH INFORMAITON CLERK	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
9	G	HEALTH INFORMATION MANAGER	\$22.75 3,943 47,320	\$30.95 5,364 64,366	\$39.14 6,784 81,411

## 2023 WAGE SCALES

CARE CENTER FAIR OAKS BUSINESS OFFICE NON-EXEMPT
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CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
56	C	RECEPTIONIST	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
57	F	PERSONNEL CLERK	\$20.75 3,597 43,160	\$26.98 4,676 56,108	\$33.20 5,755 69,056
2	H	BUSINESS OFFICE MANAGER	\$24.75 4,290 51,480	\$34.46 5,973 71,677	\$44.17 7,656 91,874

grade change from E to F 4/6/2022

## 2023 WAGE SCALES

CARE CENTER FAIR OAKS ACTIVITIES/SOCIAL SERVICES NON-EXEMPT
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CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
93	C	LIFE ENRICHMENT ASSISTANT	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
15	H	DIRECTOR OF SOCIAL SERVICES	\$24.75 4,290 51,480	\$34.46 5,973 71,677	\$44.17 7,656 91,874
4	G	LIFE ENRICHMENT DIRECTOR	\$22.75 3,943 47,320	\$30.95 5,364 64,366	\$39.14 6,784 81,411
F6	D	SOCIAL SERVICES ASSISTANT	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514

grade change 1/1/22

## 2023 WAGE SCALES

CARE CENTER FAIR OAKS DIETARY DEPARTMENT NON-EXEMPT
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CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	
F9	B	DIETARY AIDE	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736	
89	B	PREP COOK	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736	
88	D	COOK	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514	grade change 10/15/2021
12	G	ASSISTANT FOOD AND NUTRITION MANAGER	\$22.75 3,943 47,320	\$30.95 5,364 64,366	\$39.14 6,784 81,411	



## 2023 WAGE SCALES

CARE CENTER FAIR OAKS ADMITTING DEPARTMENT NON-EXEMPT
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CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
10	D	ADMISSIONS COORDINATOR	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
F5	E	DISCHARGE PLANNING ASSISTANT	\$19.50 3,380 40,560	\$24.28 4,208 50,492	\$29.05 5,035 60,424

2023 Wage Scales

CARE CENTER FAIR OAKS  
EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
EX22	12	DIRECTOR OF NURSING (DON)	55,721	76,970	98,219
			9,658	13,342	17,025
			\$115,900	\$160,098	\$204,296
	11	ASSISTANT DIRECTOR OF NURSING (ADON)	49,471	67,602	85,734
			8,575	11,718	14,861
			\$102,900	\$140,613	\$178,326
F8	5	FOOD AND NUTRITION MANAGER	31,000	37,200	43,400
			5,373	6,448	7,523
			\$64,480	\$77,376	\$90,272
1N	5	DIRECTOR OF SOCIAL SERVICES AND LIFE ENRICHMENT	31,000	37,200	43,400
			5,373	6,448	7,523
			\$64,480	\$77,376	\$90,272
13	8	UNIT MANAGER LVN	36,573	47,244	57,916
			6,339	8,189	10,039
			\$76,072	\$98,269	\$120,465
K6	10	UNIT MANAGER RN	43,990	59,391	74,791
			7,625	10,294	12,964
			\$91,500	\$123,533	\$155,566
16	6	DIRECTOR OF ENVIRONMENTAL SERVICES	32,550	40,145	47,740
			5,642	6,958	8,275
			\$67,704	\$83,502	\$99,299

Pay grade change to 12 8/8/22

Starting rate as of June 2022 \$104,000 (\$50.00 an hr)

Starting rate as of June 2022 \$81,120 (39.00 an hr)  
Starting rate as of 8/8/22 \$91,520 (44.00 an hr)

Starting rate as of June 2022 \$104,000 (\$50.00 an hr)  
Starting rate as of 8/8/22 \$114,400 (\$55.00 an hr)

2023 Exempt Wage Scales

CARE CENTER GREENHAVEN  
EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	
EX22	12	DIRECTOR OF NURSING	55,721 9,658 \$115,900	76,970 13,342 \$160,098	98,219 17,025 \$204,296	Pay grade change to 12 8/8/22
F8	5	FOOD AND NUTRITION MANAGER	31,000 5,373 \$64,480	37,200 6,448 \$77,376	43,400 7,523 \$90,272	
1N	5	DIRECTOR OF SOCIAL SERVICES AND LIFE ENRICHMENT	31,000 5,373 \$64,480	37,200 6,448 \$77,376	43,400 7,523 \$90,272	
13	8	UNIT MANAGER LVN	36,573 6,339 \$76,072	47,244 8,189 \$98,269	57,916 10,039 \$120,465	Starting rate as of 5/15/22 \$81,120 (39.00 an hr) Starting rates as of 8/8/2022 91,520 (\$44hr)
K9	10	UNIT MANAGER RN	43,990 7,625 \$91,500	59,391 10,294 \$123,533	74,791 12,964 \$155,566	Starting rate as of 5/15/22 \$104,000 (\$50.00 an hr) Starting rates as of 8/8/2022 114,400 (\$55hr)
16	6	DIRECTOR OF ENVIRONMENTAL SERVICES	32,550 5,642 \$67,704	40,145 6,958 \$83,502	47,740 8,275 \$99,299	

2023 WAGE SCALES

CARE CENTER MANZANITA  
NURSING DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
23	L	RN CHARGE	\$39.00	\$57.03	\$75.05
			6,760	9,884	13,009
		SHIFT DIFFERENTIAL	81,120	118,612	156,104
		PM SHIFT: .50 PER HOUR NOC SHIFT: 1.00 PER HOUR ON CALL RATE: 52.00 PER HOUR			
31	I	LVN CHARGE	\$27.00	\$39.58	\$52.16
			4,680	6,861	9,041
		SHIFT DIFFERENTIAL	56,160	82,326	108,493
		PM SHIFT: .50 PER HOUR NOC SHIFT: 1.00 PER HOUR ON CALL RATE: 40.00 PER HOUR			
03	J	TREATMENT NURSE	\$32.00	\$47.20	\$62.40
			5,547	8,181	10,816
			66,560	98,176	129,792
94	F	RESTORATIVE AIDE	\$20.75	\$26.98	\$33.20
			3,597	4,676	5,755
			43,160	56,108	69,056
74	F	CNA - CERTIFIED NURSING ASSISTANT	\$20.75	\$26.98	\$33.20
			3,597	4,676	5,755
		SHIFT DIFFERENTIAL	43,160	56,108	69,056
		PM SHIFT: .50 PER HOUR NOC SHIFT: 1.00 PER HOUR ON CALL RATE: 23.00 PER HOUR			
59	B	CENTRAL SUPPLY CLERK	\$16.75	\$19.85	\$22.95
			2,903	3,441	3,978
			34,840	41,288	47,736
7F	D	CENTRAL SUPPLY/ STAFFING COORDINATOR	\$18.75	\$22.96	\$27.17
			3,250	3,980	4,709
			39,000	47,757	56,514

Starting rate as of 5/15/22 is \$47.00  
8/8/2022 starting rate moved up to \$50

Starting rate as of 5/15/22 \$33.00  
8/8/2022 starting rate moved up to \$38

Starting rate as of 5/15/22 \$35.00  
8/8/2022 starting rate moved up to \$40

grade change 2/6/22

grade change 2/6/22

CARE CENTER MANZANITA  
NURSING DEPARTMENT (continued)  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
2R	L	MDS COORDINATOR - RN	\$39.00	\$57.03	\$75.05
			6,760	9,884	13,009
			81,120	118,612	156,104
2N	I	MDS COORDINATOR - LVN	\$27.00	\$39.58	\$52.16
			4,680	6,861	9,041
			56,160	82,326	108,493

Starting rate as of 5/15/22 is \$47.00  
8/8/2022 starting rate moved up to \$52

Starting rate as of 5/15/22 is \$35.00  
8/8/2022 starting rate moved up to \$40

2023 WAGE SCALES

2L	L	RN CASE MANAGER	\$39.00 6,760 81,120	\$57.03 9,884 118,612	\$75.05 13,009 156,104	Starting rate as of 5/15/22 is \$47.00 8/8/2022 starting rate moved up to \$52
M7	I	LVN CASE MANAGER	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493	Starting rate as of 5/15/22 is \$35.00 8/8/2022 starting rate moved up to \$40
55	D	UNIT SECRETARY	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514	
27	I	DIRECTOR OF STAFF DEVELOPMENT LVN	\$27.00 4,680 56,160	\$39.58 6,861 82,326	\$52.16 9,041 108,493	Starting rate as of 5/15/22 is \$35.00 8/8/2022 starting rate moved up to \$40
20	L	DIRECTOR OF STAFF DEVELOPMENT RN	\$39.00 6,760 81,120	\$57.03 9,884 118,612	\$75.05 13,009 156,104	Starting rate as of 5/15/22 is \$47.00 8/8/2022 starting rate moved up to \$52
L9	J	INFECTION PREVENTIONIST/ QUALITY ASSURANCE NURSE	\$32.00 5,547 66,560	\$47.20 8,181 98,176	\$62.40 10,816 129,792	Starting rate as of 5/15/22 \$35.00 8/8/2022 starting rate moved up to \$40
R2	A	NURSING ASSISTANT - NATP (student)	\$16.00 2,773 33,280	\$18.80 3,259 39,104	\$21.60 3,744 44,928	Starting rate \$17.00

CARE CENTER MANZANITA  
MAINTENANCE/HOUSEKEEPING/LAUNDRY DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
45	D	MAINTENANCE ASSISTANT	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
8	E	HOUSEKEEPING LAUNDRY SUPERVISOR	\$19.50 3,380 40,560	\$24.28 4,208 50,492	\$29.05 5,035 60,424
84	B	HOUSEKEEPER/JANITOR	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
68	B	FLOOR PERSON	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
86	A	LAUNDRY WORKER	\$16.00 2,773 33,280	\$18.80 3,259 39,104	\$21.60 3,744 44,928

CARE CENTER MANZANITA  
MEDICAL RECORDS  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
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2023 WAGE SCALES

54	C	MEDICAL RECORDS/ADMIN CLERK	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
9	G	HEALTH INFORMATION MANAGER	\$22.75 3,943 47,320	\$30.95 5,364 64,366	\$39.14 6,784 81,411

CARE CENTER MANZANITA  
BUSINESS OFFICE  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
56	C	RECEPTIONIST	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
5Y	B	OFFICE CLERK	\$16.75 2,903 34,840	\$19.85 3,441 41,288	\$22.95 3,978 47,736
2	H	BUSINESS OFFICE MANAGER	\$24.75 4,290 51,480	\$34.46 5,973 71,677	\$44.17 7,656 91,874

CARE CENTER MANZANITA  
ACTIVITIES/SOCIAL SERVICES  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
93	C	LIFE ENRICHMENT ASSISTANT	\$17.75 3,077 36,920	\$21.86 3,789 45,469	\$25.97 4,501 54,018
15	H	DIRECTOR OF SOCIAL SERVICES	\$24.75 4,290 51,480	\$34.46 5,973 71,677	\$44.17 7,656 91,874
4	G	LIFE ENRICHMENT DIRECTOR	\$22.75 3,943 47,320	\$30.95 5,364 64,366	\$39.14 6,784 81,411
F6	D	SOCIAL SERVICES ASSISTANT	\$18.75 1,950 23,400	\$22.96 2,383 28,600	\$27.17 2,773 33,280

grade change 1/1/22

CARE CENTER MANZANITA  
DIETARY DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
F9	B	DIETARY AIDE	\$16.75 2,903	\$19.85 3,441	\$22.95 3,978

2023 WAGE SCALES

			34,840	41,288	47,736
89	B	PREP COOK	\$16.75 1,560 18,720	\$19.85 3,441 41,288	\$22.95 2,210 26,520
88	D	COOK	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
12	E	ASSISTANT FOOD AND NUTRITION MANAGER	\$19.50 3,380 40,560	\$24.28 4,208 50,492	\$29.05 5,035 60,424

grade change 10/15/2021

CARE CENTER MANZANITA  
ADMITTING DEPARTMENT  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
10	D	ADMISSIONS COORDINATOR	\$18.75 3,250 39,000	\$22.96 3,980 47,757	\$27.17 4,709 56,514
F5	E	DISCHARGE PLANNING ASSISTANT	\$19.50 2253 27040	\$24.28 2730 32760	\$29.05 3207 38480

2023  
Exempt Wage Scales

CARE CENTER MANZANITA  
EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
EX22	12	DIRECTOR OF NURSING	55,721 9,658 \$115,900	76,970 13,342 \$160,098	98,219 17,025 \$204,296
F8	5	FOOD AND NUTRITION MANAGER	31,000 5,373 \$64,480	37,200 6,448 \$77,376	43,400 7,523 \$90,272
1N	5	DIRECTOR OF SOCIAL SERVICES AND LIFE ENRICHMENT	31,000 5,373 \$64,480	37,200 6,448 \$77,376	43,400 7,523 \$90,272
13	8	UNIT MANAGER LVN	36,573 6,339 \$76,072	47,245 8,189 \$98,269	45,290 7,523 \$120,465
k9	10	UNIT MANAGER RN	43,990 7,625 \$91,500	59,391 10,294 \$123,533	45,290 627 \$155,566
16.00	6	DIRECTOR OF ENVIRONMENTAL SERVICES	32,550 5,642 \$67,704	40,145 6,958 \$83,502	47,740 8,275 \$99,299

**moved pay grade up 8/15/22**

**Starting rate as of 5/15/22 \$81,120 (39.00 an hr)  
Starting rate as of 8/8/22 \$91520 (44.00 an hr)**

**Starting rate as of 5/15/22 \$104,000 (\$50.00 an hr)  
Starting rate as of 8/8/22 \$110,240 (\$53.00 an hr)**



REHAB SERVICES  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MID	MAXIMUM
5X	G	REHAB ADMINISTRATIVE ASSISTANT	\$22.75	\$30.95	\$39.14
			3,943	5,364	6,784
			47,320	64,366	81,411
2C	M	OCCUPATIONAL THERAPIST	\$45.00	\$66.38	\$87.75
			7800	11505	15210
			93600	138060	182520
24	M	PHYSICAL THERAPIST	\$45.00	\$66.38	\$87.75
			7800	11505	15210
			93600	138060	182520
2G	M	SPEECH/LANGUAGE PATHOLOGIST	\$45.00	\$66.38	\$87.75
			7800	11505	15210
			93600	138060	182520
		ON CALL	Weekday eff 1/1/21	52.00	
			Weekend eff 1/1/21	63.00	

REHAB SERVICES  
NON-EXEMPT

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MID	MAXIMUM
26	J	PHYSICAL THERAPY ASSISTANT	\$32.00	\$47.20	\$62.40
			5547	8181	10816
			66560	98176	129792
	ON CALL	Weekday eff 11/2022	39.00		
		Weekend eff 11/2022	42.00		
28	J	COTA CERT OCC THER ASSIST	\$32.00	\$47.20	\$62.40
			5547	8181	10816
			66560	98176	129792
	ON CALL	Weekday eff 11/2022	39.00		
		Weekend eff 11/2022	42.00		
Q6	G	SPEECH LANGUAGE PATHOLOGIST ASSISTANT	\$22.75	\$30.95	\$39.14
			3,943	5,364	6,784
			47,320	64,366	81,411
79	D	REHAB AIDE	\$18.75	\$22.96	\$27.17
			3250	3980	4709
			39000	47757	56514

ESKATON PROPERTIES, INC.  
REHAB SERVICES  
EXEMPT

Rehab Exempt 2023

CLASS CODE	GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM
1A	11	REHAB PROGRAM MANAGER	49.471 8,575 \$102,900	67.602 11,718 \$140,613	85.734 14,861 \$178,326

**2023 Final Non-Exempt Pay Grades**

(minimum wage increase to \$15.50)

GRADE	Min	Mid	Max
A	\$16.00	\$18.80	\$21.60
B	\$16.75	\$19.85	\$22.95
C	\$17.75	\$21.86	\$25.97
D	\$18.75	\$22.96	\$27.17
E	\$19.50	\$24.28	\$29.05
F	\$20.75	\$26.98	\$33.20
G	\$22.75	\$30.95	\$39.14
H	\$24.75	\$34.46	\$44.17
I	\$27.00	\$39.58	\$52.16
J	\$32.00	\$47.20	\$62.40
K	\$35.50	\$52.36	\$69.22
L	\$39.00	\$57.03	\$75.05
M	\$45.00	\$66.38	\$87.75
N	\$50.25	\$74.12	\$97.99
O	\$55.00	\$81.13	\$107.25
P	\$60.00	\$88.50	\$117.00

**75th Percentile**

Hourly
20.20
21.40
23.92
25.07
26.66
30.09
35.04
39.32
45.87
54.80
60.79
66.04
77.06
86.06
94.19
102.75

**THE PARKVIEW/HAZEL SHIRLEY MANOR - RATES 15% ABOVE SACRAMENTO**

**75th Percentile**

GRADE	Min	Mid	Max
A	\$18.40	\$21.62	\$24.84
B	\$19.26	\$22.83	\$26.39
C	\$20.41	\$25.14	\$29.87
D	\$21.56	\$26.40	\$31.25
E	\$22.43	\$27.92	\$33.41
F	\$23.86	\$31.02	\$38.18
G	\$26.16	\$35.59	\$45.01
H	\$28.46	\$39.63	\$50.80
I	\$31.05	\$45.52	\$59.98
J	\$36.80	\$54.28	\$71.76
K	\$40.83	\$60.21	\$79.60
L	\$44.85	\$65.58	\$86.31
M	\$51.75	\$76.33	\$100.91
N	\$57.79	\$85.24	\$112.69
O	\$63.25	\$93.29	\$123.34
P	\$69.00	\$101.78	\$134.55

Hourly
23.23
24.61
27.50
28.82
30.66
34.60
40.30
45.21
52.75
63.02
69.91
75.94
88.62
98.96
108.32
118.16

El Cerrito Minimum wage 1/1/23 is \$17.35

**THE TROUSDALE - RATES 25% ABOVE SACRAMENTO**

**75th Percentile**

GRADE	Min	Mid	Max
A	\$20.00	\$23.50	\$27.00
B	\$20.94	\$24.81	\$28.69
C	\$22.19	\$27.33	\$32.46
D	\$23.44	\$28.70	\$33.96
E	\$24.38	\$30.34	\$36.31
F	\$25.94	\$33.72	\$41.50
G	\$28.44	\$38.68	\$48.93
H	\$30.94	\$43.08	\$55.21
I	\$33.75	\$49.48	\$65.20
J	\$40.00	\$59.00	\$78.00
K	\$44.38	\$65.45	\$86.53
L	\$48.75	\$71.28	\$93.81
M	\$56.25	\$82.97	\$109.69
N	\$62.81	\$92.65	\$122.49
O	\$68.75	\$101.41	\$134.06
P	\$75.00	\$110.63	\$146.25

Hourly
25.25
26.75
29.89
31.33
33.33
37.61
43.80
49.14
57.34
68.50
75.99
82.55
96.33
107.57
117.73
128.44

## 2023 Salary Pay Grades

(min wage increase to \$15.50- salary cannot be less than 2x minimum wage)

GRADE	Min	Mid	Max
5	64,480	77,376	90,272
6	67,704	83,502	99,299
7	71,766	90,498	109,229
8	76,072	98,269	120,465
9	82,000	109,353	136,705
10	91,500	123,533	155,566
11	102,900	140,613	178,326
12	115,900	160,098	204,296
13	131,700	183,886	236,072
14	149,700	211,326	272,951

### 75th percentile

Annual	Hourly
\$83,824.00	\$40.30
\$91,400.25	\$43.94
\$99,863.25	\$48.01
\$109,366.75	\$52.58
\$123,028.75	\$59.15
\$139,549.50	\$67.09
\$159,469.50	\$76.67
\$182,197.00	\$87.59
\$209,979.00	\$100.95
\$242,138.25	\$116.41

### THE PARKVIEW & ESKATON HAZEL SHIRLEY MANOR RATES 15% ABOVE SACRAMENTO

GRADE	Min	Mid	Max
5	74,152	88,982	103,813
6	77,860	96,027	114,194
7	82,531	104,072	125,613
8	87,483	113,009	138,535
9	94,300	125,755	157,211
10	105,225	142,063	178,901
11	118,335	161,705	205,075
12	133,285	184,113	234,940
13	151,455	211,469	271,483
14	172,155	243,024	313,894

### 75th percentile

Annual	Hourly
96,398	\$46.35
105,110	\$50.53
114,843	\$55.21
125,772	\$60.47
141,483	\$68.02
160,482	\$77.15
183,390	\$88.17
209,527	\$100.73
241,476	\$116.09
278,459	\$133.87

### THE TROUSDALE RATES 25% ABOVE SACRAMENTO

GRADE	Min	Mid	Max
5	80,600	96,720	112,840
6	84,630	104,377	124,124
7	89,708	113,122	136,536
8	95,090	122,836	150,581
9	102,500	136,691	170,881
10	114,375	154,416	194,458
11	128,625	175,766	222,908
12	144,875	200,123	255,370
13	164,625	229,858	295,090
14	187,125	264,157	341,189

### 75th percentile

Annual	Hourly
104,780	\$50.38
114,250	\$54.93
124,829	\$60.01
136,708	\$65.73
153,786	\$73.94
174,437	\$83.86
199,337	\$95.84
227,746	\$109.49
262,474	\$126.19
302,673	\$145.52

## **SECTION 999.5(d)(5)(E)**

### **7) Employee Job Descriptions for Fair Oaks, Greenhaven, and Manzanita**

**POSITION TITLE:** *EXECUTIVE DIRECTOR*  
*Eskaton Care Center Fair Oaks*  
**INCUMBENT:** Stephen Fife

**Date:** October 2, 1995  
**Revised:** January 1, 2013

**REPLACES:** *Administrator* Job Description

**APPROVALS:**

_____	_____
Incumbent	Date
_____	_____
Senior Vice President Operations and COO	Date
_____	_____
President and Chief Executive Officer	Date

**POSITION PURPOSE**

This position is responsible for planning, developing, organizing, directing, and managing the overall day-to-day operational activities of a skilled nursing care facility to ensure financial viability and quality of care to residents.

**NATURE AND SCOPE**

As a member of the Eskaton Executive Team, this position reports directly to the Senior Vice President Operations and COO, and is responsible for the administration and management of Eskaton Care Center Fair Oaks, in compliance with federal, state, and local regulations, and professional standards of Eskaton policies.

**Subordinate Positions:**

**Director of Nursing**

Responsible for the administration and management of quality healthcare services to all residents of the facility.

**Business Office Manager**

Supervises and coordinates work of business office, including personnel, and bookkeeping.

**Director of Staff Development**

Responsible for education of all staff in areas of relevance to their area of expertise: i.e., nursing assistant training, orientation of new employees, infection control, occupational health and safety.

Food Services Director

Oversees the facility dietary program from daily preparation of quality, nutritious meals and monitoring of specific individual nutritional needs.

Activity Director

Responsible for coordination of all social, recreational, religious, educational, and related services for residents.

Director of Environmental Services

Oversees both personnel and material resources of the maintenance, housekeeping and laundry departments.

Social Services Coordinator

Coordinates all social service functions for residents, families, and staff.

Admissions Coordinator

Coordinates the admission process from referral services and Centralized Placement.

Medical Services/Information Manager

Supervises all medical records functions and audits.

Case Manager

Coordinates Case Management from admission through discharge.

Interrelationships:

Works as a team with other corporate support staff, executives, Executive Directors, Directors of Nursing, employees, vendors, and others associated with Eskaton.

**PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

Creating the Vision:

- A. Ensures the mission, strategic plan, and implementation of the plan for the corporation are accomplished.
- B. Identifies and focuses on “critical success factors” in the organization and makes things happen.

Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.



- B. Focuses on service and quality in all aspects of the operation.

Leads by Example:

- A. Responsible, with other members of the management committee, for the success of the overall corporation.
- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.

Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the organization.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group's goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the senior management team.
- B. Is able to create an attitude of excellence in an organizational unit.

- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.
- B. Manages by “walking around.”

Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.

Operational Effectiveness:

Management of Operations

- A. Develops, implements, and maintains policies and procedures incorporating federal and state regulations and Eskaton policies to assure that client care is of the highest quality.
- B. Develops, implements, and monitors budget and staffing systems which will ensure effective and efficient use of financial and human resources.
- C. In consultation with the Corporate Consulting Services, the incumbent analyzes current nursing concerns and develops and implements new programs which meet the needs of the clients. Maintains programs in line with Eskaton's long range goals and objectives.
- D. Assures adequate 24-hour nursing coverage in the facility each day.
- E. Maintains contact with physicians as necessary according to clients' needs, facility policies, and governmental regulations.

- F. Ensures excellent client and employee satisfaction.
- G. Ensures the continuance of Eskaton's excellent reputation throughout the local community by providing quality resident care and maintaining positive interactions with the local community through public relations and marketing.
- H. Develops and meets annual goals and objectives for the facility considering future growth and changing environmental, market, and other trends.
- I. Ensures implementation of all Eskaton and facility policies and procedures.
- J. Ensures the financial viability of the facility by meeting operational targets.
- K. Provides the highest achievable quality and service at a competitive price.
- L. Participates in the development of contracts with resources in the community, qualified to provide services required for diagnostic and therapeutic services, prescribed by patient's physician.
- M. Maintains current knowledge of appropriate federal, state, local, and other governmental regulations and requirements and assumes responsibility for compliance.
- N. Maintains the physical plant in a functional, aesthetically pleasing, and safe manner.
- O. Works with corporate resources to ensure occupancy at or above target levels.
- P. Ensures organizational maintenance of appropriate licensure and certifications.
- Q. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.
- R. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- S. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- T. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.
- U. Conducts periodic facility visits to review operational performance and to understand/help solve organizational issues.

- V. Oversees the relationship with the community volunteers who make up the membership of Eskaton and its fund raising arm, the Eskaton Foundation.
- W. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.
- X As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.

### **CONTROLS AND FREEDOM TO ACT**

The Executive Director, under the direction of the President and Chief Executive Officer, has the freedom within the approved budget and policies to conduct the operations of managed care services in an efficient and effective manner and is able to organize staff; to recruit, hire, develop, conduct performance evaluations and terminate employees. The incumbent also has the authority to act in emergency situations with Eskaton policies.

### **MAJOR CHALLENGES**

Directing the nursing and related services to ensure quality healthcare to clients while meeting state and federal regulations, maintaining staffing objectives and reducing the worker compensation cost of the company.

### **PRINCIPAL CONTACTS**

#### Internal

Eskaton's President and Chief Executive Officer, Senior Management Team, other executives, facility staff, and Eskaton Administrative Center staff.

#### External

External contacts include: State licensing agencies, Federal, state, and local regulatory agencies, vendors, various community services; membership in appropriate professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### **Knowledge, Skills, and Abilities**

This position requires a minimum of five years of administrative experience with three years in an administrative or nursing management role and experience in geriatric, rehabilitation, or psychiatric nursing; requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare; required keeping abreast of current trends and new developments in nursing and healthcare administration.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees, and outside contacts; requires effective managerial and inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands.

### **Education**

A minimum of a B.A. degree is required, and a valid California nursing home administration license.

## **PHYSICAL EFFORT AND WORKING CONDITIONS**

Physical demands vary from sedentary activities to hand-on resident care which includes lifting, bending from the waist, stopping, and twisting as conditions warrant. May include infrequent maximum assists of residents over 100 lbs. Objects or residents weighing more than 50 pounds should not be moved without the assistance of another worker and/or appropriate equipment.

Hours of duty may be long and irregular, including some evenings and weekends.

May be exposed to potentially dangerous chemicals.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

F:\USERS\HUMRES\COMMON\JOBS\EXECUTIVE DIRECTOR, ECCFO

**POSITION TITLE:** *DIRECTOR OF NURSING*  
*Eskaton Care Center Fair Oaks*

**Date:** May 1, 1998  
**Revised:** February 1, 2005

**INCUMBENT:**

**APPROVALS:**

\_\_\_\_\_  
Incumbent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President Operations and COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
President and Chief Executive Officer

\_\_\_\_\_  
Date

**POSITION PURPOSE**

This exempt, managerial position is responsible for providing quality healthcare services to all residents of the facility.

**NATURE AND SCOPE**

This position is responsible for the overall administration and management of nursing services; planning, organizing, developing and implementing quality nursing service programs; for the ongoing professional development of licensed and non-licensed staff; and maintaining compliance with DHS licensing guidelines and JACHO accreditation. Ability to maintain excellent interpersonal relations with internal staff and external vendors.

Reporting Relationship: This position reports directly to the Administrator of the facility.

Subordinate Positions: Licensed Nursing Staff  
Supervision of Assistant DONs, Clinical Unit Managers, Charge Nurses, MDS Coordinator, Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, Restorative Nursing Aides, Central Supply/Staffing Clerk, Unit Secretaries, and appropriate support staff.

Interrelationships:  
Works as team with other key department heads and staff, consultants, vendors and families.

## **PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

### Creating the Vision:

- A. Ensures the mission, strategic plan, and implementation of the plan for the nursing department are accomplished.
- B. Identifies and focuses on “critical success factors” in nursing.

### Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- B. Focuses on service and quality in all aspects of the operation.

### Leads by Example:

- A. Responsible, with other members of the facility, for the success of the overall corporation.
- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.
- E. Completes Clinical Competency courses.

### Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the department.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group’s goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

### Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

### Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the nursing team.
- B. Is able to create an attitude of excellence in an organizational unit.
- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

### Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.
- B. Manages by “walking around”. Administers an “open door” policy.

### Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives, and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.
- E. Consider the bigger picture in regard to the impact on other parts of Eskaton and external customers when solving problems.



### Operational Effectiveness:

- A. Initiates, develops, implements and maintains policies and systems to assure that resident care is of the highest quality.
- B. Develops, implements and monitors staffing systems (which reduce registry usage and overtime) that ensure effective and efficient use of financial and human resources.
- C. In consultation with the Corporate Nursing Consultant Team, analyzes current nursing programs. Develops and implements new programs which meet the needs of the residents and are on line with Eskaton's long range goals and objectives.
- D. Sets criteria and assures that the care plans are established for each resident and that the plan is reviewed and modified as needed. In consult with the Inter-Disciplinary Team ensures that the overall care and treatment for the resident is appropriate.
- E. Responsible for making daily rounds to see all residents to ensure maximum quality care and to ascertain need for additional or modified service. Assures adequate 24-hour nursing coverage in the facility each day. Designates a responsible licensed nurse to be in charge of the nursing services during the absence of the Director of Nursing.
- F. Maintains contact with physicians as necessary according to residents' needs. Maintains an excellent working relationship with major health systems where Eskaton has contracts and for good public relations.
- G. Assures that policies and procedures are adhered to and are compliant with local, state and federal and Joint Commission requirements.
- H. Coordinates nursing services with other patient care personnel such as the interdisciplinary team and internal and external services for continuity of care.
- I. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.
- J. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- K. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- L. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.

- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.
- N. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.

### **CONTROLS AND FREEDOM TO ACT**

The Director of Nursing has the authority within the approved budget and policies for the efficient, effective operations of the nursing services and to organize staff and to recruit, hire, develop, and conduct performance evaluations and terminate nursing department employees and to manage the nursing operation effectively.

### **MAJOR CHALLENGES**

Directing the nursing services to ensure quality healthcare to residents. Developing team effectiveness by hiring, training and developing competent staff members. Meeting all local, state and federal regulations in nursing services. Maintaining and developing excellent working relations with referring agencies.

### **PRINCIPAL CONTACTS**

#### **Internal**

Eskaton President and CEO, Vice President Operations and COO, Senior Management Team, other executives, administrators, consultants, department heads, facility staff, and Eskaton Administrative Center staff.

#### **External**

External contacts include state licensing agencies, federal, state, and local regulatory agencies, vendors, various community services, physicians, and family members; contracted HMO payors. Membership in appropriate and professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### **Knowledge, Skills, and Abilities**

This position requires a minimum of five years in administrative or nursing management in a relevant role or successful completion of Eskaton Professional Management-In-Training program. Current knowledge of federal, state, and local regulations related to all levels of skilled nursing healthcare; requires keeping abreast of current trends and new developments in nursing and healthcare administration.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees and outside contacts; requires effective managerial and inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands.

### **Education**

A graduate of nursing, bachelors degree (in management or health administration desirable), masters preferred. Has a valid California RN and BSN license.

## **PHYSICAL EFFORT AND WORKING CONDITIONS**

Hours of duty may be long and irregular, including some evening and weekends.

May be exposed to potentially dangerous chemicals.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

ESKATON  
LIFE ENRICHMENT DIRECTOR  
15-04  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Activities  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 25, 2017  
Replaces Job Title: Activity Director

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.     JOB SUMMARY

The Life Enrichment Director is responsible for developing individual plans of recreation therapy. This position is responsible for planning, organizing, and directing individual and group recreation programs suitable to participants' needs. In addition, the Life Enrichment Director coordinates the student intern and community volunteer program.

II.    JOB RELATIONSHIPS

Responsible to:                Executive Director  
Workers supervised:         Life Enrichment Assistants  
Interrelationships:            All staff, participants and families. Maintains relationships with community agencies and educational institutions.

III.   RESPONSIBILITIES AND AUTHORITIES

Recreational Therapy/Life Enrichment Program

- A.   Evaluates participants current leisure time, attitudes, interests, skills and needs.
- B.   Writes appropriate goals and objectives geared to increase/maintain participants' current leisure activities.
- C.   Participates in the RAI process with the interdisciplinary team.
- D.   Organizes, plans, and directs individual and group activities, such as: exercise, current events, field trips and outings, discussion groups, gardening, etc.
- E.   Maintains charts on participants.

Student Intern and Community Volunteer Program

- A. Recruits interns from local State Colleges, Universities, Junior Colleges, and High Schools.
- B. Recruits volunteers from local churches, service groups, clubs, senior centers, senior residences, and the general public.
- C. Provides intern and volunteer orientation regarding: philosophy, programming policy and procedures. Provides ongoing training for volunteers and interns.
- D. Supervises and evaluates interns' and volunteers' performance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.

- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

### VI. WORK TRAITS

#### Aptitudes:

Possesses the ability to carry out individual treatment strategies. Has the ability to plan, organize, and direct a multifaceted program of individual and group recreational and social activities, to teach, train and supervise interns and volunteers, and to maintain positive relationships with multi-disciplinary staff, participants, families, volunteers/ interns, community groups and agencies. Must also be able to maintain a feeling of community and mutual support among participants, to understand medical terminology and health-related needs of participant, and to utilize information resources. Spanish language ability helpful.

#### Temperament:

Must be a sensitive and mature individual who is able to relate to younger and older disabled adults. Must be flexible, patient, open, have a sense of humor, show initiative and function independently. This position needs to be able to set limits with participants and interact with them to promote independence.

### V. QUALIFICATIONS

#### Education:

BA in Recreation/Therapeutic Recreation preferred. Life Enrichment Coordinator Certificate (36 hours) is the minimum requirement, unless relevant experience is substituted.

Training and Experience:

A minimum of two years work in recreation programming for disabled persons in progressively responsible positions. Work with adults and elderly preferred.

Job Knowledge:

This position must have knowledge of Skilled Nursing philosophy and goals, experience in assessing individual's leisure needs, writing goals and objectives, and planning/leading recreation programs. He/She must have an understanding of the function of volunteers and interns in programs, and knowledge of community resources. Finally, the Life Enrichment Director must possess a knowledge of adjunct therapies, of medical problems, (both physical and psychological), of the principals of group dynamics, and techniques in community building.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



## Life Enrichment Director COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Understands job description.				
Clear compassionate verbal communication.				
Gives direction and training to Life Enrichment Assistants and volunteers.				
Comprehensive resident assessment capacity.				
Timely, readable accurate appropriate chart entries: <ul style="list-style-type: none"> <li>- Assessments</li> <li>- MDS</li> <li>- Care Plans</li> <li>- Quarterly progress notes</li> <li>- Incidental notes</li> </ul>				
Interviewing skills for staff and volunteer selection.				
Provides appropriate feedback, recognition, and/or discipline to staff (Life Enrichment Assistants).				
Relationship capacity with residents, families, staff, volunteers and community representatives.				
Maintains accurate attendance and room visit records.				
Develops appealing and comprehensive program to meet residents needs.				
Posts attractive, timely, monthly calendar.				
Timely distribution of monthly calendars to families, newsletter, and as appropriate in facility or program.				
Assists Social Services Director with Resident Council as needed.				
Directly or indirectly recruits/screens/trains and rewards volunteers.				
Maintains volunteer records.				
Relates effectively to others within the facility.				
Maintains positive relationships with key				

personnel at EAC and in the community.				
Achieves a high level of participation in Life Enrichment program(s) and/or reevaluates/redesigns scheduled events.				
Understands dementia and develops programmatic components to meet the needs of the cognitively impaired.				
Works with nurses and others to ensure residents are able to attend activities of their choice.				
Provides seasonally appropriate special events.				
Ensures a minimum of one outing for residents each month.				
Participates in CQI (EQIP) process especially reviewing problem areas in activities.				
May mentor activities or recreational therapy interns.				
“Markets” Life Enrichment and special event to residents, families an/or staff.				
Teaches inservices regarding activities and in any other areas of expertise.				
Attends and participates in meetings as appropriate in facility, at EAC and in community.				
Maintains orderly office and records.				
Ensures activity supplies and storage areas are accessible, organized, and easily utilized.				
Maintains department within established budget.				
Advocates in budget process for resident needs.				
Participates and contributes in IDT process.				
Serves as positive leader and role model within the facility.				
Follows policies and procedures.				
Attends conferences and workshops to enhance knowledge/skill and maintain professional relationships.				
Leads activities.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





ESKATON  
SOCIAL SERVICES COORDINATOR  
15-15  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: February, 22, 2013

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I.     JOB SUMMARY

The Social Services Coordinator coordinates services and programs in response to the social and emotional needs of the residents and as given by the Director of Social Services. This position also works with Eskaton consultants and communities for admissions or discharges, and participates in special projects as assigned.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Social Services  
Workers supervised:                None  
Interrelationships:                 All residents, families, visitors, community staff, and organizational consultants and representatives of community agencies.

III.   ESSENTIAL JOB FUNCTIONS

General:

- A.     Identifies psycho-social needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.
- B.     Assists with developing the plan of care for social services and updates the plan as changes occur. Participates in resident care conferences/IDT which includes notification to resident and families.
- C.     Completes assigned social history observations, MDS/RAI process, and care plans within the required time frames and participates in the Interdisciplinary Team process in the computerized medical records

- D. Coordinates the logistics of room changes for residents needing to move because of psycho-social concerns.
- E. Serves as an advocate for residents and their rights.
- F. Works in conjunction with the other departments toward meeting residents' needs.
- G. Assists with the coordination of the theft and loss program.
- H. Provides facility tours as necessary.
- I. Responds to requests or complaints by residents or family members and follows through with appropriate staff.
- J. Assists with maintaining current community resource information that may be required for residents at time of admission or discharge.
- K. Assists with Resident Council if needed as well as other committees as directed.
- L. Assists family with appropriate community resources to assist with the residents needs.
- M. Obtains Para-transit numbers for residents as assigned.
- N. Follows suspected abuse policy and procedures and assists with investigations as needed.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to residents in a caring and timely manner.

- B. Takes the initiative to resolve resident concerns or facilitates the appropriate party resolving the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player with other departments in the facility.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperament:

Has the ability to maintain a positive stable disposition in performing work and in association with residents and staff. Is able to maintain a high level of performance in a frequently demanding and disruptive environment.

V. QUALIFICATIONS

Education:

High School diploma; Social Service designee certificate or courses in Social Services field.

Training and experience:

Requires a minimum of one year combined experience in skilled nursing or another related health care field.

Job Knowledge and Abilities:

Familiarity with medical terminology, physical conditions and health care delivery systems and managed care. Knowledge of aging and geriatric field. Understands multiple levels of care. Ability to assess and meet residents needs. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 6/21/04

Human Resources



## Social Service Director

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Understands job description.				
Clear compassionate verbal communication.				
Comprehensive assessment capacity.				
Timely, readable, accurate and complete chart entries: <ul style="list-style-type: none"> <li>- Assessments</li> <li>- MDS</li> <li>- Quarterly Summaries</li> <li>- Incidental Notes</li> </ul>				
Interviewing/Relationship capacity				
Ensures and documents inclusion of resident and/or family in IDT/Care Conference Meetings.				
Writes appropriate care plans				
Follows up and documents Care Plan interventions.				
Comprehensive management of Theft and Loss program for facility.				
Oversees and facilitates resolution of complaints.				
Involves Ombudsman in resident/facility issues as appropriate.				
Timely reports of suspected abuse or neglect.				
Ensures residents have adequate clothing and				

shoes.				
Ensures residents dental, vision, and hearing needs are met.				
Attends and participates in facility/EAC/Community meetings.				
Provides leadership to committees or groups.				
Teaches inservices in applicable areas.				
Ensures personalization of resident rooms (collaboration with Activity Director).				
Effectively deals with upset, angry or difficult residents and/or family members.				
Understands death and dying process and provides interventions to residents and families as needed.				
Maintains current knowledge of community resources and makes appropriate referrals.				
Positive working relationships within facility.				
Positive working relationships with key community representatives.				
Utilizes consultation appropriately and effectively.				
Understands dementia and provides leadership to facility staff in managing behaviors.				
Assists facility in achieving positive survey and accreditation results.				
Participates in CQI (EQIP process)-especially reviewing problem areas in Social Services.				

Serves a positive leader and role model in the facility.				
Leads Resident Council for facility.				
May mentor Social Work interns.				
Works closely with Activity Director.				
May assist with some Activities.				
Maintains orderly office/area.				
Follows Policies and Procedures.				
Attends conferences and workshops to enhance knowledge and skill and maintain professional relationships.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Social Service Coordinator DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Identifies psycho-social needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.				
Develops the plan of care for social services and updates the plan as changes occur. Participates in resident care conferences/IDT which includes written notification to resident and families.				
Completes all social assessments, MDS, and care plans within the required time frames and participates in the interdisciplinary team process.				
Coordinates the logistics of room changes for residents needing to move because of psycho-social problems.				
Serves as an advocate for residents rights.				
Works in conjunction with the other departments toward meeting residents' needs.				
Coordinates the theft and loss program.				
Provides facility tours as necessary.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responds to requests or complaints by residents or family members.				
Maintains current community resource information that may be required for residents at time of admission or discharge.				
Arranges meetings of required committees (Residents' Council and Resident/Family Care Conferences) as necessary. Facilitates the Resident Council.				
Directs family to appropriate community resources to assist with the residents needs.				
Obtains Paratransit numbers for residents as assigned.				
Assists in obtaining conservatorship and other legal assistance for the residents.				
Reports any alleged or suspected resident abuse to the Administrator and Ombudsman.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to residents in a caring and timely manner.				
Takes the initiative to resolve residents concerns or facilitates the appropriate party resolving the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player with other departments in the facility.				
Assists co-workers when asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the residents and public.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LIFE ENRICHMENT ASSISTANT  
15-93  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT:           Activities  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        September 25, 2017

Replaces Job Title: Activities Assistant

Exempt           \_\_\_\_\_           Non-exempt             X  

I.    JOB SUMMARY

The Life Enrichment Assistant is responsible for implementing various social activities for the social, physical, and mental welfare of the residents.

II.   JOB RELATIONSHIPS

Responsible to:           Life Enrichment Director.

Workers supervised:       None.

Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.  ESSENTIAL JOB FUNCTIONS

Life Enrichment Program

- A.   Assists the Life Enrichment Coordinator in planning, organizing and implementing various Life Enrichment programs.
- B.   Meets the residents' needs and interests, taking into account the abilities and physical limitations of each individual resident.
- C.   Participates in the residents' plan of care and documents residents' specific problems.

- D. Operates equipment such as VCRs, P.A. systems, projection systems, etc. in an appropriate manner. Maintains those systems in a working manner and provides preventative maintenance as appropriate.
- E. Works with volunteer staff to ensure smooth operations of Life Enrichment programs.
- F. Maintains a current record of the type and frequency of activity attendance.
- G. Represents the Life Enrichment Director during his/her absence.
- H. Is responsible for the safe operation, transportation and delivery of residents to and from assigned designations.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D.

Training and Experience:

Previous experience working with the elderly in a recreational setting preferred.

Job Knowledge:

Knowledge of Title XXII and ABRA preferred. Understands the aspects of leading an activity.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**Life Enrichment Assistant**  
**COMPETENCY CHECKLIST**

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Understands job description.				
Leads activities in appropriate manner.				
Follows the direction of Life Enrichment Director.				
Assesses residents and does related documentation as assigned.				
Obtains supplies and/or equipment as assigned.				
May participate in IDT meetings for Activities.				
Prepares calendars for distribution and/or posting as assigned.				
Relates effectively to residents, families, staff and volunteers.				
Maintains compassion for the elderly/disabled residents.				
Understands dementia and effectively deals with related difficult behaviors.				
Transports residents to and from scheduled activities.				
Provides effective 1:1 room visits.				
Participates in CQI (EQIP) as assigned.				
May serve as acting Life Enrichment Director during illness, vacation, or position vacancy of Life Enrichment Director.				
Understands and cooperates with survey and/or accreditation process.				

Maintains accurate activities attendance records.				
Participates in keeping office and equipment/supply areas neat and organized.				
Open to learning and new creative programmatic endeavors.				
May suggest activities or programmatic changes to meet resident needs.				
Able to flex work schedule for special events and/or as resident program needs require.				
May post daily activities on facility units or special boards as assigned.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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





**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Director of Activities/Resident Services

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Coordinates resident services, such as personal needs, resident assessments, and healthcare documentation, assists residents and families in identifying and resolving grievances, theft and loss concerns, and makes appropriate referrals to meet resident and family needs, from distinct part to long term care.				
Completes all social service and activity assessments, MDS, care plans, and other required documentation within the required time limits and participates in the interdisciplinary team process for the distinct part.				
Monitors routine scheduled activities to assure quality and resident satisfaction. Develops group and individual activities. Delegates specific responsibilities to various resident services staff.				
Responsible for contracted services of beauty salon. Acts as liaison between those vendors and staff whenever necessary.				
Responsible for organizing, publishing, and distributing monthly newsletter to residents/family/staff.				
Works in conjunction with the other departments toward meeting resident needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responds to requests or complaints by residents or family members.				
Maintains a current reference of community health care resources that may be required for residents at time of admission or discharge.				
Responsible for coordinating family social and educational events as assigned.				
Assists in obtaining conservatorship and other legal assistance for residents.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
SOCIAL SERVICES ASSISTANT  
15-F6  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: October 28, 2013

REPLACES SOCIAL SERVICES COORDINATOR JOB DESCRIPTION

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Social Services Assistant facilitates programs in response to the social and emotional needs of the residents. Works with Eskaton consultants and facilities for admissions and/or discharges, and participates in special projects as assigned.

II. JOB RELATIONSHIPS

Responsible to: Social Services Director

Workers supervised: None

Interrelationships: All residents, families, visitors and staff within the facility.

III. ESSENTIAL JOB FUNCTIONS

General:

- A. Identifies psychosocial needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.
- B. Develops the Social Services plan of care and updates the plan as changes occur for each resident in assigned areas. Participates in resident care conferences which includes written notification to resident and families.

- C. Completes all social assessments, MDS entries, and care plans within the required time frames and actively participates in the Interdisciplinary team process
- D. Helps facilitate the logistics of room changes for residents.
- E. Serves as an advocate for residents' rights.
- F. Works in conjunction with other departments toward meeting residents' needs.
- G. Coordinates the loss and theft program.
- I. Responds to requests or complaints by residents or family members.
- J. Maintains current references of community resources that may be required for residents at time of admission or discharge.
- M. Directs family to appropriate community resources to assist with residents needs.
- N. Obtains Para Transit numbers for residents as assigned.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.
- D. Helps facilitate the logistics of room changes for residents.
- E. Serves as an advocate for residents' rights.
- F. Works in conjunction with other departments toward meeting residents' needs.
- G. Coordinates the loss and theft program.
- I. Responds to requests or complaints by residents or family members.
- J. Maintains current references of community resources that may be required for residents at time of admission or discharge.
- M. Directs family to appropriate community resources to assist with residents needs.
- N. Obtains Para Transit numbers for residents as assigned.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player with other departments in the facility.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

## IV. WORK TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional and more difficult tasks.

Temperament:

Possesses the ability to maintain a positive stable disposition in performing work and in association with staff and residents. This position is also able to maintain a high level of performance in an environment of frequent demands.

Physical Demands and Working Conditions:

See attached ADA form.

V. QUALIFICATIONS

Education:

Associates degree in social services or a related field preferred with courses in psychology, gerontology and/or social services.

Training and experience:

Requires a minimum of one year combined experience in skilled nursing or another related health care field.

Job Knowledge and Abilities:

Is familiarity with medical terminology and health care facilities and services. Knowledge about geriatric residents. Understands multiple levels of care and possess the ability to assess residents' needs for appropriate placement. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Kathryn Cowley

DATE: 1/1/00

Human Resources

ESKATON  
SOCIAL SERVICES DIRECTOR  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: March 1, 2010

REVISION DATE:

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Social Services Director directs programs in response to the social and emotional needs of the residents consistent with Eskaton policies and procedures. The Social Service Director advocates for the residents, confers with other disciplines, and conducts psychosocial evaluations. The director formulates care plans and goals to assist with resolving problems that impede the patient's rehabilitation, recovery and/or quality of life. Assists with admissions and/or discharges as appropriate and participates in special projects as assigned.

II. JOB RELATIONSHIPS

Responsible to: Executive Director

Workers supervised: Social Services Coordinator

Interrelationships: All residents, families, visitors and staff within the community.

III. ESSENTIAL JOB FUNCTIONS

General:

- A. Assesses the social, emotional and financial factors related to the resident's ability to cope with health conditions. Works with the team to initiate services to assist in resolving identified problems and meeting residents' needs.

- B. Develops the Social Services plan of care and updates the plan as changes occur for each resident in assigned areas. Participates in resident care conferences which includes written notification to resident and families.
- C. Completes all social assessments, MDS entries, and care plans within the required time frames and actively participates in the Interdisciplinary team process.
- D. Coordinates and helps facilitate the logistics of room changes for residents.
- E. Serves as an advocate for residents' rights.
- F. Meets with resident/caregivers to discuss length of stay, insurance coverage, plan of care, and discharge planning if the primary care physician requests social service assessment for appropriate level of care.
- G. Coordinates the loss and theft program.
- H. Provides community tours as necessary to back-up Admission Coordinator and acts as Manager on Duty on assigned weekends or holiday days.
- I. Responds to requests, complaints or grievances by residents or family members.
- J. Maintains current references of community resources and assists residents/caregivers in utilizing the resources as appropriate. Including, but not limited to, legal aid, transportation (para-transit), counseling, in home support, nutrition services, financial services, etc.
- K. Arranges meetings of required committees as necessary, and may facilitate the Resident council meetings (resident council may also be facilitated by Activities Director).
- L. Responsible for coordinating family, social and educational events as assigned.
- M. Communicates with the discharge planner regularly to identify and meet psychosocial needs that may be a barrier to a timely discharge.
- N. Assists in obtaining conservatorship, Social Security, Medi-Cal, Medicare, legal aid and other assistance for the residents.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policies among subordinates.

### Documentation

- A. Documents each resident visit and referrals reflecting status, intervention, progress, goals and plan for follow - up visits in a timely manner.
- B. Completes assessments per regulation and company policy.

### Liaison

- A. Assists health team in identifying and utilizing community resources. Participates with health team in coordination of plans for patient care using identified goals and objectives.
- B. Actively involved in finding cases of those patients most likely to need help. Provides brief counseling to residents and/or families.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.



- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Participates in community Quality Assurance Program.
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player with other departments in the community.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

## IV. WORK TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have **excellent** communication skills with the ability to be assertive without being aggressive.

### Temperament:

Possesses the ability to maintain a positive stable disposition in performing work and in association with staff and residents. This position is also able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Requires a Bachelors degree in social services or a related field with courses in psychology, gerontology and/or social services.

Training and experience:

Requires a minimum of one year combined experience in skilled nursing or another related health care field.

Job Knowledge and Abilities:

Is familiarity with medical terminology and health care facilities and services. Knowledge about geriatric residents. Understands multiple levels of care and possess the ability to assess residents' needs for appropriate placement. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 8/23/04

Human Resources



ESKATON  
DISCHARGE COORDINATOR  
15-1L  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: July 1, 1996

REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt   X  

I. JOB SUMMARY

The Discharge Coordinator is responsible for the discharge planning process on all residents, both short term residents, as well as, long term residents.

II. JOB RELATIONSHIPS

Responsible to: Case Manager

Workers Supervised: None

Interrelationships: Works closely with residents, families, visitors, facility staff and vendors.

III. ESSENTIAL JOB FUNCTIONS

- A. Coordinates resident discharge planning, starting with admission of the resident.
- B. Attends COC/Rehabilitation/Interdisciplinary Team conferences to ensure readiness for discharge.
- C. Collaborates with Interdisciplinary Team members concerning discharge planning. Attends quarterly meetings on LTC residents when an active discharge plan exists.
- D. Prepares a discharge plan for each resident prior to his/her discharge and reviews the plan with resident and/or their family.

- E. Complies with Discharge Planning documentation to ensure continuity of care such as documentation in the MDS, progress notes, resident and family contact, discharge checklist, and referral forms for community agencies.
- F. Ensures that arrangements are made for in-home resident follow-up including: therapy referrals, home health referrals, supportive community services and equipment needed for discharged residents along with coordination of nursing and therapy.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance in a caring and timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional and more difficult tasks. Possesses good problem solving skills. Possesses the ability to handle multiple and conflicting demands in a fast-paced environment.

### Temperament:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and maintains a high level of performance in an environment of frequent demands and changes. Also possesses a positive working relationship capacity.

V. QUALIFICATIONS

Education:

The candidate must be a college graduate with a minimum of a B.A. or B.S. degree. Academic courses in gerontology are beneficial.

Training and Experience:

A minimum of one to two years experience in long term care facilities and/or program is desirable. Experience with interpersonal and interviewing skills is helpful. Experience in discharge planning is desirable.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Knowledge of reimbursement and public assistance programs as well as community services is helpful. Knowledge of medical conditions and medical terminology helpful as well as knowledge of community resources, the healthcare delivery system, managed care and lower levels of care. Verbal and written communication capabilities a plus.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources





## Discharge Coordinator COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates knowledge of the discharge planning process.				
Demonstrates understanding of planning for discharge from the time of admission.				
Demonstrates the ability to initiate/coordinate a discharge plan to the lowest level of care in the health care continuum that meets the needs of the patient.				
Demonstrates outstanding skills in communication (with patient, family, staff, and outside referral agencies).				
Demonstrates compliance with required documentation				
Demonstrates the ability to collaborate with a variety of health care professionals.				
Demonstrates the ability to organize, prioritize, and plan work in a timely/self directed manner.				
Demonstrates the ability to remain calm in an environment with many demands, changes, and interruptions.				
Demonstrates the ability to resolve conflicts/concerns (with staff, patient, family or payor.				
Demonstrates knowledge of the chain of command and reports/asks for help when unable to resolve issues.				
Demonstrates an understanding of "continuum of care".				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: DISCHARGE PLANNER DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Coordinates resident discharge planning, starting with admission of the resident.				
Attends COC/Rehabilitation/Interdisciplinary Team conferences to ensure readiness for discharge.				
Collaborates with Interdisciplinary Team members concerning discharge planning. Attends quarterly meetings on LTC residents when an active discharge plan exists.				
Prepares a discharge plan for each resident prior to his/her discharge and reviews the plan with resident and/or their family.				
Complies with Discharge Planning documentation to ensure continuity of care such as documentation in the MDS, progress notes, resident and family contact, discharge checklist, and referral forms for community agencies.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures that arrangements are made for in-home resident follow-up including: therapy referrals, home health referrals, supportive community services and equipment needed for discharged residents along with coordination of nursing and therapy.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance in a caring and timely manner.				
Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the residents and public.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_ EXCEEDS \_\_\_\_ MEETS \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ADMISSIONS CLERK  
15-5L  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration  
EFFECTIVE DATE: January 28, 1999  
REVISION DATE: April 26, 2001

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.    JOB SUMMARY

The Admissions Clerk is responsible for assisting in the evaluation of referrals for appropriate placement at the facility. This position coordinates the admissions process to ensure clients are admitted properly and assists in marketing efforts toward referral services as directed by the Administrator. The Admissions Clerk is also responsible for arranging discharge plans for short stay patients.

II.   JOB RELATIONSHIPS

Responsible to:                      Admissions Coordinator

Workers Supervised:                      None

Interrelationships:                      Works closely with facility staff, including department heads to coordinate admitting and assist with resident care needs. Close working relationship with hospital, discharge planners, referral coordinators, managed care organizations and Eskaton Centralized Placement staff. All staff within the Corporation, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Admissions

- A.    Assists acute discharge coordinators, Eskaton Centralized Placement, social services, referral coordinators, and their referring sources, in order to gather client care information and appropriately evaluates prospective clients for admission.
  
- B.    Assists with facility tours, interviews conservators, clients, and case managers prior to admission as needed.



- C. Completes Admissions Packet with resident and/or family and assures documentation is thorough, timely, and complete.
- D. Coordinates placement of client admissions with facility staff.
- E. Provides conservators and clients with required admission documents and ensures that the facility receives the necessary documents on client admission (i.e. doctors orders, physician selection, acute transfer data, etc.).
- F. Assists with initiating Insurance Verification Authorization Form and obtains the insurance cards (primary and secondary).
- G. Forwards this information to the Business Office Manager.

#### Quality Assurance

- A. Assists in advising Director of Nursing concerning any situation which may have an adverse effect upon quality patient care.

#### Marketing/Public Relations

- A. Assists in the area of marketing and referral sources and is responsible for internal facility marketing.
- B. Promotes positive client relations programs and assists in the education of families and residents about the facility services and staff to support their needs.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work with little or no supervision, acquires new knowledge to perform additional and more difficult tasks, organizes and directs work efforts in order to achieve a high level of performance, efficiency, and

professionalism. Possesses good problem solving skills.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents. Maintains a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

The candidate must be a High School graduate.

Training and Experience:

A minimum of two years experience in long term care facilities and/or program is desirable.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Some knowledge of reimbursement and public assistance programs helpful.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## Admissions Clerk

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Explain the mission of the department and how it relates to facility and Eskaton missions.				
Review general scope of the relationship of department to other departments in the facility and the corporate office.				
Dress code for the Admissions Coordinator.				
Shows proficiency in Acute discharge process and Eskaton Centralized Placement.				
Explain admission screening process.				
Demonstrate tour procedure.				
Instruction on completing an admission packet: <ul style="list-style-type: none"> <li>a. Face sheet (Gen16 4/92)</li> <li>b. Admission Agreement (Gen23 1/97)</li> <li>c. MDS section AA, AB, AC</li> <li>d. Bed Hold Notification (#153-N rev. 9/93)</li> <li>e. Insurance Verification Authorization Form (215X 3/96)</li> <li>f. Consents (#149-N 7/93)</li> <li>g. Communication to the Physician (114N 3/97)</li> <li>h. Billing Status/Financial Guarantor (RDFORM.DOCLS 7/17/96)</li> <li>i. Admission Checklist (AA-CKLST.DOC)</li> <li>j. PAS/PASSAR (DHS 6170 8/94)</li> </ul>				
Compile a new admission packet.				
Demonstrates knowledge of admission forms inventory and ordering process.				
Instruction on how to assign a medical record number.				
Instruction on how to update daily census on computer.				
Instruction on actual admission process.				

<ul style="list-style-type: none"> <li>• Assign resident a room number.</li> <li>• Distribute copies of inquiry to appropriate departments.</li> <li>• Notify wing of pending admission.</li> <li>• For C-Wing admissions, note admission on "board".</li> <li>• Notify Receptionist.</li> </ul>				
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**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: Admissions Clerk DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Assists acute discharge coordinators, Eskaton Centralized Placement, social services, referral coordinators, and their referring sources, in order to gather client care information and appropriately evaluates prospective clients for admission.				
Assists with facility tours, interviews conservators, clients, and case managers prior to admission as needed.				
Completes Admissions Packet with resident and/or family and assures documentation is thorough, timely, and complete.				
Coordinates placement of client admissions with facility staff.				
Provides conservators and clients with required admission documents and ensures that the facility receives the necessary documents on client admission (i.e. doctors orders, physician selection, acute transfer data, etc.).				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists with initiating insurance verification/authorization form and obtains the insurance cards (primary and secondary).				
Forwards this information to the Business Office Manager.				
Assists in advising Director of Nursing concerning any situation which may have an adverse effect upon quality patient care.				
Assists in the area of marketing and referral sources and is responsible for internal facility marketing.				
Promotes positive client relations programs and assists in the education of families and residents about the facility services and staff to support their needs.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

Employee Name

\_\_\_\_\_  
Administration Signature

Employee Signature

\_\_\_\_\_  
Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ACCOUNTS RECEIVABLE CLERK  
15-5Q  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration  
EFFECTIVE DATE: November 30, 1986  
REVISION DATE: August 25, 204

Exempt        \_\_\_\_\_        Non-exempt        \_\_\_X

I.    JOB SUMMARY

The Accounts Receivable Clerk is responsible for organizing and maintaining Accounts Receivable information for residents, daily census, and payer status. This position enters new patient information into the computer and keeps the files updated. He/She is responsible for processing of TARS and any other Medicare/MediCal documents. This position also maintains cash flow and collections and assists patient/families with billing questions and information.

II.   JOB RELATIONSHIPS

Responsible to:            Business Office Manager  
Workers Supervised:        N/A  
Interrelationships:        Homestead staff and resident's, family member, visitors, and Corporate Accounts Receivable staff.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Prepares daily census, enters new patient information on the computer system, and assists with resident monthly billings and related issues.
- B.    Follows up on outstanding accounts and collects and posts cash receipts to the Accounts Receivable detail.
- C.    Provides necessary information to the Corporate Accounting staff to record transactions.
- D.    Generates patient's files and maintains patient files.
- E.    Maintains admission records and source of payment documents.

- F. Prepares TARS, certifications, and other billing documentation for processing. Maintains MediCal cards and information.
- G. Notifies patient and/or responsible parties of Medicare Denial.
- H. Prepares daily deposits and provides billing information. Answers questions from families and patients on a daily basis.
- I. Performs bookkeeping tasks essential to the facility's operation including but not limited to: following up on outstanding accounts, preparing monthly resident billings, collecting and posting cash receipts and providing necessary information to the Corporate accounting staff to record transactions.
- J. Helps coordinate monthly billings for all resident related services and supplies. Is responsible for answering questions regarding resident billings.
- K. Verifies all on-line insurance carriers (i.e., spot check the common working file) to assure appropriate payment sources. All insurance must be verified without exception.
- L. Provides information to supporting services after insurance verification has been obtained.
- M. Communicates all status changes of a resident to supporting services.
- N. Is responsible for keeping face sheet current and up-to-date with financial information.
- O. Performs other assigned duties for the Administrator and Business Office Manager.
- P. May provide relief for Receptionist.
- Q. Functions as back-up to Business Office Manager in his/her absence.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.

- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes

Numeric ability is required for accurate calculations. Has effective written and verbal communication.

Temperaments

Ability to set priorities and organizational skills to accomplish assigned duties.

V. QUALIFICATIONS

Education

High School/GED; some college accounting courses.

Training and Experience

Two years hospital or related Accounts Receivable. Medicare and MediCal knowledge preferred.

Job Knowledge

Basic understanding of accounting principles. Ten key by touch, typing (at least 35 w.p.m.).

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 8/25/04

Human Resources



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Accounts Receivable Clerk DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Prepares daily census, enters new patient information on the computer system, and assists with resident monthly billings and related issues.				
Follows up on outstanding accounts and collects and posts cash receipts to the Accounts Receivable detail.				
Provides necessary information to the Corporate Accounting staff to record transactions.				
Generates patient's files and maintains patient files.				
Maintains admission records and source of payment documents.				
Performs bookkeeping tasks essential to the facility's operation including but not limited to: following up on outstanding accounts, preparing monthly resident billings, collecting and posting cash receipts and providing necessary information to the Corporate accounting staff to record transactions.				
Helps coordinate monthly billings for all resident related services and supplies. Is responsible for answering questions regarding resident billings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Verifies all on-line insurance carriers (i.e., spot check the common working file) to assure appropriate payment sources. All insurance must be verified without exception.				
Provides information to supporting services after insurance verification has been obtained.				
Communicates all status changes of a resident to supporting services.				
Is responsible for keeping face sheet current and up-to-date with financial information.				
Prepares TARS, certifications, and other billing documentation for processing. Maintains MediCal cards and information.				
Notifies patient and/or responsible parties of Medicare Denial.				
Prepares daily deposits and provides billing information. Answers questions from families and patients on a daily basis.				
Performs other assigned duties for the Administrator and Business Office Manager.				
May provide relief for Receptionist.				
Functions as back-up to Business Office Manager in his/her absence.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HEALTH INFORMATION MANAGER  
15-09  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Medical Records  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 4, 2003

EXEMPT \_\_\_\_\_ NON-EXEMPT  X

I. JOB SUMMARY

The Health Information Manager maintains the Medical Records Department in accordance with State and Federal regulations, accepted professional standards, and facility policies and procedures. Maintenance of the Medical Records Department includes, but is not limited to, review and analysis of in-house and discharged medical records for completeness and accuracy, maintaining census reports, logs, registers and indices, and maintaining medical records in an organized and accessible manner.

II. JOB RELATIONSHIPS

ACCOUNTABLE TO: Administrator  
WORKERS SUPERVISED: Medical Record Clerks, Unit Secretaries  
INTERRELATIONSHIPS: All staff within the facility, physicians, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Medical Records:

A. Analyzes and evaluates medical records for in-house residents. Analysis and evaluation will be in accordance with State and Federal regulations, accepted professional standards, and facility policies and procedures. Analysis and evaluation will include both quantitative and qualitative auditing.



1. Audits new admissions and discharges promptly per procedures.
  2. Performs quality auditing on care plans, licensed nurses notes, RAI, informed consent, P.D.S.A., etc, as needed or when requested.
  3. Performs Quality Audits routinely including but not limited to: Skin, Diabetic, Foley Catheter, Bowel and Bladder Retraining, Restorative Nursing, Specialized Therapy, Change in Condition, Physical Restraints, and Psychotropic drug documentation.
- B. Maintains the Disease Index. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding books.
- C. Performs the discharge chart process:
1. Arranges record in proper order audit.
  2. Performs final audit/screening.
  3. Follows up on deficiencies.
  4. Closes records within 30 days of discharge.
  5. Provides oversight and facilitates the record destruction process.
- D. Maintains the Medical Records Department/Services for the facility including primary and secondary file systems.
- E. Maintains the medical records filing systems including: storage, protection, and destruction of medical records.
- F. Maintains correspondence and medicolegal aspects of medical records.
- G. Compiles of statistics, when requested by the Director of Nursing Services or Administrator.
- H. Prepares miscellaneous records and reports as directed by the Director of Nursing Services or Administrator.
- I. Assists physician and allied health personnel with completion of medical records.
- J. Attends inter-departmental meetings and conferences when requested to do so.
- K. Follows up on medical record audit deficiencies.

- L. Assists the Medical Record Clerk with follow up on the Physician's Visit Control Log and Telephone Order Control.
- M. Maintains and coordinates the RAI process schedule.
- N. Supervises the Medical Records Clerk and maintains a working knowledge of the Medical Record Clerk's duties.
- O. Maintains a working knowledge of the Add-On computer system for medical records which includes:
  - 1. Daily data entry of physician's orders
  - 2. Daily data entry of new admissions and discharges
  - 3. Monthly and routine printing of physician's orders, medication records, treatment records, various reports, etc.
- P. Maintains medical record form supply including inventory, ordering and distribution.
- Q. Maintains the JCAHO Physician's Credentialing process and files.
- R. Maintains and processes the Electronic Data Transmission (EDT) for submission to the Department of Health Services (DHS) on a routine basis which includes:
  - 1. Audits and monitors timeliness of RAI for EDT on an ongoing basis.
  - 2. Prints, reviews and follows up (with the MDS Coordinator) the EDT Validation Reports.
  - 3. Coordinates transmission of data to the corporate office with the MDS Coordinator.
  - 4. Transmits data and communicate with the corporate office on a weekly basis.
  - 5. Maintains hard copy of EDT as received from the corporate office.
- S. Maintains the AHCA (ORYX) system.
- T. Coordinates off-site storage of closed records. Oversees and supervises destruction of records.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton.
- B. Agrees to promote compliance with the HIPAA policies among subordinates.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.

- K. Plans and organizes assignments and workflow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the DON and Administrator.

Customer Service:

- A. Offer assistance to residents in a timely manner such as call lights, telephones, requests, etc., or refer to appropriate staff member.
- B. Takes initiative to solve resident concerns or refers to the appropriate staff member.
- C. Offers assistance to visitors or refer to appropriate staff member.

Interpersonal Relationships:

- A. Communicates unresolved work-related problems using the chain of command, consistently demonstrates effective problem solving skills and processes confidential information appropriately and according to facility policy.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm and focused in an environment with many demands and frequent interruptions.

Teamwork:

- A. Is friendly and courteous to residents and co-workers. Models a "service attitude" towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by their supervisor to do so.
- D. Participates in the "Manager of the Day " program.

Miscellaneous:

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-services and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

IV. WORKER TRAITS

Aptitudes:

Must have the ability to work independently with little or no supervision. Must be able to learn and acquire knowledge to perform additional, new or difficult tasks.

Temperament:

Must have the ability to be interrupted frequently, and work in an environment with noise. Must be able to adjust to procedure changes.

V. QUALIFICATIONS

Education:

R.H.I.T. credential preferred. High School graduation or equivalent G.E.D. Knowledge of medical terminology.

Training:

Two years recent experience in medical records in a long term care facility as a supervisor, coordinator or clerk. Must have the ability to demonstrate working knowledge of word processing on a personal computer.

Knowledge and Abilities:

- A. Knowledge of general office procedures including the ability to use office equipment (photocopier, FAX, multi-line telephone, personal computer for word processing, and typewriter).
- B. General knowledge of State and Federal Regulations relating the clinical records in long term care.

- C. Able to maintain the American Health Information Management Association (AHIMA) Code of Ethics.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
*Terrie Beck* 5/1/01  
Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Health Information Manager DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Analysis and evaluation of medical records for in-house residents. Analysis and evaluation will be in accordance with state and federal regulations, accepted professional standards, and facility policies and procedures. Analysis and evaluation will include both quantitative and qualitative auditing.				
Maintains the Disease Index. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding books.				
Performs the discharge chart process.				
Maintains the Medical Records Department/Services for the facility, including primary and secondary file systems.				
Maintains the medical records filing system including: storage, protection, and destruction of medical records.				
Maintains correspondence and medicolegal aspects of medical records.				

ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Compilation of statistics, when requested by the Director of Nursing Services or Administrator.				
Prepares miscellaneous records as directed by the Director of Nursing Services or Administrator.				
Assists physician and allied health personnel with completion of medical records.				
Attends inter-departmental meetings and conferences when requested to do so.				
Follows up on medical record audit deficiencies.				
Assists the Medical Records Clerk with follow up on the Physician's Visit control Log and Telephone Order Control.				
Maintains and coordinates the RAI process schedule.				
Supervises the Medical Records Clerk and maintains a working knowledge of the Medical Records duties.				
Maintains a working knowledge of the Add-On computer system for medical records.				
Maintains medical records form supply, including inventory, ordering and distribution.				
Maintains the JCAHO Physician's Credentialing process and files.				
Maintains and process the Electronic Data Transmission (EDT) for submission to the Department of Health Services (DHS) on a routine basis.				



ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Maintains the AHCA (ORYX) system.				
Coordinates off-site storage of closed records. Oversees and supervises destruction of records.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton.				
Agrees to promote compliance with the HIPAA policies among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				

ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provide appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the DON and Administrator.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the facility and with other parts of the organization.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				

ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined by Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RECEPTIONIST/OFFICE ASSISTANT  
15-56  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: January 1, 1993

REVISION DATE: June 21, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Receptionist receives visitors, answers phones, ascertains their needs and contacts proper authority, and performs related clerical duties according to the project assigned.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers Supervised: None.

Interrelationships: Works closely with the administrative staff of the Corporate Office, sales and maintenance representatives, personnel at all Eskaton communities, and persons visiting the Corporate Office or making contact via telephone. Internal contacts with all levels of management and staff throughout the corporate structures.

III. ESSENTIAL JOB FUNCTIONS

- A. Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.
- B. Greets visitors, determines their needs, and contacts the proper authority to assist.
- C. Answers general questions and gives general information to those visiting or calling the office.
- D. Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing



reports, keeping current on cards on guest and room numbers, updating census reports, making application packets, and other related clerical duties.

- E. Schedules and coordinates tele-conference calls.
- F. Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.
- G. Accurately completes assignments according to directions given and performs other duties as required of position.
- H. May order office supplies as appropriate.
- I. Sorts mail and distributes to appropriate party.
- J. Maintains copy machine, fax and printers full of paper products. Makes calls to service vendors in case of a machine malfunction.
- K. Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the Corporate Office.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public.

## IV. WORKER TRAITS

### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give directions to those visiting or calling the office.

Temperaments:

Requires patience and tact in order to receive, relay, and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education:

High school or equivalent G.E.D., including courses in typing required.

Training and Experience:

Experience as a receptionist with public contact desirable. Experience with PC and related software preferred.

Job Knowledge:

Knowledge of telephone etiquette, interpersonal communication, typing formats for correspondence and documents, calendaring, and filing.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: 6/21/04

*Terrie Beck*

Human Resources



## Receptionist/Office Assistant COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>	<b>Reviewer</b>	
Understands and Demonstrates the importance of picking up the phone prior to the third ring.				
Demonstrates appropriate use of the personal computer and the applicable software (i.e. word, excel, etc.)				
Organized work station efficiently so as not to appear cluttered or disorganized.				
Demonstrates the ability to follow a task through to completion. (i.e., performance evaluation project)				
Demonstrates a positive and friendly attitude (can do!) to residents, families and staff.				
Demonstrates the ability to troubleshoot fax machine, photocopy machine minor problems (i.e., jams). Knows when to call a repair service.				
Demonstrates the ability to keep calm during high volumes of calls or family issues.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Receptionist DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.				
Greets visitors, determines their needs, and contacts the proper authority to assist.				
Answers general questions and gives general information to those visiting or calling the office.				
Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing reports, keeping current on cards on guest room numbers, updating census reports, making application packets, and other related clerical duties.				
Schedules and coordinates tele-conference calls.				
Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accurately completes assignments according to directions given and performs other duties as required of position.				
Sorts Mail and distributes to appropriate party.				
Maintains copy machine, fax and printers full of paper products. Makes calls to vendors in case of machine malfunctions. Troubleshoots machine problems, where appropriate (jams, etc.).				
Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the Corporate Office.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code and maintains a professional image to the public.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance-related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ADMISSIONS COORDINATOR  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: ADMINISTRATION

EFFECTIVE DATE: April 1, 2004

REVISION DATE: September 29, 2022

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Care Center Admissions Coordinator facilitates the admission of residents to Eskaton Care Center Fair Oaks. The Coordinator also provides administrative support for those admissions as well as coordinating internal marketing activities.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers supervised: None

Interrelationships: Works closely with facility staff, including department heads to coordinate admitting resident care needs. Close working relationship with Eskaton Admissions Center staff. Also works with vendors, residents, visitors, and all staff within the Corporation.

III. ESSENTIAL JOB FUNCTIONS

Admissions

- A. Works with Eskaton Admission managers to facilitate admission of residents. Prepares admission information for distribution to appropriate staff members.
- B. Coordinates placement of resident with facility staff.
- C. Conducts facility tours, discusses admission with families, conservators, clients, and case managers as needed.
- D. Assures the completion of the Admissions Packet with resident and/or family. Makes certain that documentation is thorough, timely, and complete.

- E. Provides resident and/or resident representative with required admission documents and ensures that the facility receives the necessary documents on admission (i.e. doctor's orders, physician selection, acute transfer data, etc.).
- F. Documents pertinent information related to admissions.
- G. Prepares and distributes census information reports to the Admissions Center daily.

#### Marketing/Customer Relations

- A. Promotes positive client relations programs and assists in the education of families and residents about the facility services and staff to support their needs.
- B. Assists the Health Services Director of Marketing in market feasibility and baseline studies.
- C. Serves as a member of committees whose purpose is to enhance resident and community relations.
- D. Participates in special events and presentations targeted at internal marketing education.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS:

Aptitudes:

Possesses the ability to work with little or no supervision, acquires new knowledge to perform additional and more difficult tasks, organizes and directs work efforts in order to achieve a high level of performance, efficiency, and professionalism. Possesses good problem solving skills.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents. Maintains a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS:

Education:

The candidate must be a High School graduate. Academic courses in gerontology beneficial.

Training and Experience:

A minimum of two years experience in long term care facilities and/or program is desirable. Basic computer skills required.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Some knowledge of reimbursement and public assistance programs helpful.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 04/21/2004

Human Resources



**Admissions Coordinator**

**COMPETENCY CHECKLIST**

Facility Employee: Date of Hire	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Shows proficiency in admission process.				
Explain admission-screening process.				
Demonstrate tour procedure.				
Instruction on completing an admission packet: a. Face sheet (Gen16 4/92) b. Admission Agreement (Gen23 1/97) c. MDS section AA, AB, AC d. Bed Hold Notification (#153-N rev. 9/93) e. Insurance Verification Authorization Form (215X 3/96) f. Consents (#149-N 7/93) g. Communication to the Physician (114N 3/97) h. Billing Status/Financial Guarantor (RDFORM.DOCLS 7/17/96) i. Admission Checklist (AA-CKLST.DOC) j. PAS/PASSAR (DHS 6170 8/94)				
Compile a new admission packet.				
Instruction on how to update daily census on computer.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_





ESKATON  
RECEPTIONIST/OFFICE ASSISTANT  
15-56  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: January 1, 1993

REVISION DATE: June 21, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Receptionist receives visitors, answers phones, ascertains their needs and contacts proper authority, and performs related clerical duties according to the project assigned.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers Supervised: None.

Interrelationships: Works closely with the administrative staff of the Corporate Office, sales and maintenance representatives, personnel at all Eskaton communities, and persons visiting the Corporate Office or making contact via telephone. Internal contacts with all levels of management and staff throughout the corporate structures.

III. ESSENTIAL JOB FUNCTIONS

- A. Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.
- B. Greets visitors, determines their needs, and contacts the proper authority to assist.
- C. Answers general questions and gives general information to those visiting or calling the office.
- D. Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing

reports, keeping current on cards on guest and room numbers, updating census reports, making application packets, and other related clerical duties.

- E. Schedules and coordinates tele-conference calls.
- F. Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.
- G. Accurately completes assignments according to directions given and performs other duties as required of position.
- H. May order office supplies as appropriate.
- I. Sorts mail and distributes to appropriate party.
- J. Maintains copy machine, fax and printers full of paper products. Makes calls to service vendors in case of a machine malfunction.
- K. Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the Corporate Office.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public.

## IV. WORKER TRAITS

### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give directions to those visiting or calling the office.

Temperaments:

Requires patience and tact in order to receive, relay, and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education:

High school or equivalent G.E.D., including courses in typing required.

Training and Experience:

Experience as a receptionist with public contact desirable. Experience with PC and related software preferred.

Job Knowledge:

Knowledge of telephone etiquette, interpersonal communication, typing formats for correspondence and documents, calendaring, and filing.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: 6/21/04

*Terrie Beck*

Human Resources



## Receptionist/Office Assistant COMPETENCY CHECKLIST

<b>Facility:</b> _____  <b>Employee:</b> _____  <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of</b>	<b>Comments, Training Needs</b>
	Yes	No	Reviewer	
Understands and Demonstrates the importance of picking up the phone prior to the third ring.				
Demonstrates appropriate use of the personal computer and the applicable software (i.e. word, excel, etc.)				
Organized work station efficiently so as not to appear cluttered or disorganized.				
Demonstrates the ability to follow a task through to completion. (i.e., performance evaluation project)				
Demonstrates a positive and friendly attitude (can do!) to residents, families and staff.				
Demonstrates the ability to troubleshoot fax machine, photocopy machine minor problems (i.e., jams). Knows when to call a repair service.				
Demonstrates the ability to keep calm during high volumes of calls or family issues.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Receptionist DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.				
Greets visitors, determines their needs, and contacts the proper authority to assist.				
Answers general questions and gives general information to those visiting or calling the office.				
Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing reports, keeping current on cards on guest room numbers, updating census reports, making application packets, and other related clerical duties.				
Schedules and coordinates tele-conference calls.				
Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accurately completes assignments according to directions given and performs other duties as required of position.				
Sorts Mail and distributes to appropriate party.				
Maintains copy machine, fax and printers full of paper products. Makes calls to vendors in case of machine malfunctions. Troubleshoots machine problems, where appropriate (jams, etc.).				
Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the Corporate Office.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code and maintains a professional image to the public.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HEALTH INFORMATION CLERK  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Medical Records

EFFECTIVE DATE: September 2, 2009

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY:

The Health Information Clerk is responsible for organizing and maintaining medical records and reviews all charts for completion and accuracy in accordance with State and Federal regulations, accepted professional standards and facility policies and procedures. Files all reports in the appropriate medical records, and responds to Eskaton Billing Service requests for delinquent billing information.

II. JOB RELATIONSHIPS:

Responsible to: Health Information Manager

Workers supervised: None.

Interrelations: -All staff within the facility, vendors, residents and visitors  
-Facility medical staff  
-Physicians and ancillary care providers

III. ESSENTIAL JOB FUNCTIONS:

Public Relations:

- A. Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.
- B. Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.
- C. Assembles charts and inserts in a timely fashion.
- D. Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.

General Duties:

- A. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- B. Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- C. Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.
- D. Purges medical records charts within medical records procedural guidelines.
- E. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.
- F. Performs assigned computer-based tasks and audits.
- G. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- H. Accurately completes all copying and/or distribution requests received.
- I. Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.
- J. Breaks down discharged resident charts and completes discharge chart audit.
- K. Processes and files faxes and other written communication from physicians and ancillary services.
- L. Uploads and indexes paperwork and source documents into electronic health record.
- M. Performs assigned computer-based tasks and audits.
- N. Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.
- O. Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.
- P. Processes documents for mailing to physicians and responsible parties.

- Q. Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.
- R. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses effective communication skills, both written and verbal, and adjusts to frequent interruptions. Has the ability to organize, prioritize and self-motivate.

Temperament:

Ability to adjust to frequent interruptions, to work with little supervision and a minimal amount of contact with other staff. Is able to work under stressful conditions.

V. QUALIFICATIONS:

Education:

High School graduate or GED., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification or qualification for nurse assistant certification through prior training/experience.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care facility direct unit.

Knowledge and Abilities:

Possesses knowledge of performing personal care services in a skilled nursing facility. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources





## HEALTH INFORMATION CLERK COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Knowledge of medical chart, contents and organization..				
Knowledge of medical records audit venue and elements of auditing..				
Knowledge of processes to close discharge chart.				
Knowledge of forms ordering process..				
Knowledge of process to "thin" chart.				
Knowledge of physician credentialing processes.				
Knowledge of legal chart reproduction process.				
Able to record minutes of committee meetings.				
Knowledge of new patient admitting process.				
Knowledge of corporate compliance and elder abuse indicators, investigations, and reporting guidelines.				
Knowledge of RPI scheduling process.				
Knowledge of MDS download process.				
Knowledge of EQIP problem solving processes.				
Able to assume duties of receptionist.				

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

Reviewer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: **Health Information Clerk** DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.				
Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.				
Assembles charts and inserts in a timely fashion.				
Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.				
Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.				
Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.				
Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Purges medical records charts within medical records procedural guidelines.				
Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.				
Performs assigned computer-based tasks and audits.				
Sends and receives faxed materials per procedure; maintains unit level inventory of forms.				
Accurately completes all copying and/or distribution requests received.				
Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.				
Breaks down discharged resident charts and completes discharge chart audit.				
Processes and files faxes and other written communication from physicians and ancillary services.				
Uploads and indexes paperwork and source documents into electronic health record.				
Performs assigned computer-based tasks and audits.				
Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.				
Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.				
Processes documents for mailing to physicians and responsible parties.				
Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). . Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
PAYROLL/ACCOUNTS PAYABLE CLERK  
15-57  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration  
EFFECTIVE DATE: November 1, 2000  
REVIEW DATE: August 25, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY:

The Payroll/Accounts Payable Clerk maintains and prepares payroll data, maintains the personnel files and responds to workers' compensation claims, coordinates election of employee benefits, audits/processes accounts payable invoices in a timely manner and assist the Business Office Manager on a day to day operation. This position also performs a variety of secretarial and administrative tasks.

II. JOB RELATIONSHIPS:

Responsible to: Business Office Manager  
Workers supervised: None  
Interrelationships: All staff within the facility, vendors, residents and visitors

III. ESSENTIAL JOB FUNCTIONS:

Coordination of Work:

- A. Demonstrates effective judgment in prioritizing work assignments.
- B. Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.

Specialized Support:

- A. Monitors and maintains the staff hours as recorded in the electronic time system of Eskaton for payroll preparation.

- B. Establishes and maintains the Personnel files.
- C. Processes workers compensation claims in a timely manner and acts as a go-between the facility and insurance provider and Personnel.
- D. Maintains required OSHA report/files pertaining to injuries in the facility.
- E. Coordinates election of employee benefits and responds to employee requests for insurance forms, discount cards, etc.
- F. Processes accounts/payable invoices in a timely manner.
- G. Coordinates with different departments to ensure that all needed invoices are submitted to the Business Office in a timely manner for monthly A/P processing.
- H. Prepares a list of accruals for expenses without invoices to be submitted to A/P department before month end processing.
- I. Assists the Business Office Manager in all aspects pertaining to the operations of the department.
- J. Provides assistance to, and “back-up” support for, the Admissions Coordinator, including completion of paperwork associated with resident admissions.

Clerical Support:

- A. Performs special clerical projects per instructions from the Business Office Manager.
- B. Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.
- C. Assists at the Reception Desk as needed.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- D. Wears prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses good verbal and written communication skills. Has the ability to prepare correspondence independently, is able to proofread and spell correctly, to follow verbal and written instruction, and to learn and use medical terminology; the ability to set priorities.

Temperament:

Possesses the ability to adjust to situations involving a variety of duties characterized by frequent changes and frequent interruptions, to adjust to situations involving some repetitive procedures, to perform under stressful conditions, and to adjust to situations involving evaluation and decision making.

V. QUALIFICATIONS:

Education:

High School graduate or equivalent.

Training and Experience:

Two years of experience in secretarial work. Must be able to type 60 wpm and have computer experience.

Knowledge and Abilities:

Possesses a wide knowledge of Business English, principles and practices of modern office methods and the ability to use them. Has knowledge of office equipment including electronic typewriter, computer and copy machine.

Other:

Possession of a valid California driver's license, access to an operating automobile, and at least minimum coverage car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 8/25/04  
Human Resource Director

**Payroll / Accounts Payable Clerk  
COMPETENCY CHECKLIST**

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Reviewer's Signature: \_\_\_\_\_

Date \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Payroll / Accounts Payable Clerk DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Demonstrates effective judgment in prioritizing work assignments.				
Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.				
Monitors and maintains the staff hours as recorded in the electronic time system of Eskaton for payroll preparation..				
Establishes and maintains the Personnel files.				
Processes workers compensation claims in a timely manner and acts as a go-between the facility and insurance provider and Personnel.				
Maintains required OSHA report/files pertaining to injuries in the facility.				
Coordinates election of employee benefits and responds to employee requests for insurance forms, discount cards, etc.				
Processes accounts/payable invoices in a timely manner.				
Coordinates with different departments to ensure that all needed invoices are submitted to the Business Office in a timely manner for monthly A/P processing.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Prepares a list of accruals for expenses without invoices to be submitted to A/P department before month end processing.				
Assists the Business Office Manager in all aspects pertaining to the operations of the department.				
Provides assistance to, and “back-up” support for, the Admissions Coordinator, including completion of paperwork associated with resident admissions.				
Performs special clerical projects per instructions from the Business Office Manager.				
Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.				
Assists at the Reception Desk as needed.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the Corporate Office.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code and maintains a professional image to the public.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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ESKATON  
PERSONNEL CLERK  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: April 1, 2005

REVIEW DATE: March 13, 2013

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I. JOB SUMMARY:

The Personnel Clerk is responsible for payroll and related functions, all human resource functions, benefits, evaluations and maintenance of personnel files. Assist with the orientation of new employees, receives and monitors recruitment information, and responds to employment/employee related issues. This position also performs a variety of clerical and administrative tasks.

II. JOB RELATIONSHIPS:

Responsible to: Business Office Manager

Workers supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors

III. ESSENTIAL JOB FUNCTIONS:

Responsible for Personnel and Related Functions

- A. Prepare and maintain personnel files as required by federal and state law and accredited agency standards and Eskaton policy.
- B. Acts as liaison between Administrative Center and employee regarding employee benefits, enrollment, and explanation of benefit coverage.
- C. Prepare workers' compensation forms and maintain OSHA log and workers' compensation files
- D. Ensures Pre and Post employment requirements are met including:
  - 1. Health screening forms completed and in files
  - 2. Reference checks
  - 3. Fingerprinting of new employees
  - 4. Assist in new employee orientation
  - 5. Assists in completion of exit interview for voluntarily terminated employees.

- E. Manages the employee evaluation process including setting up of schedule, distribution of evaluation packets, completion and review of related competency checklist.
- F. Preparation of "Notice of Personnel Action" forms for Executive Director to approve and for signature.
- G. Acts as liaison between Administrative Center and employee regarding leave of absence process.

Responsible for Payroll and Related Functions

- A. Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.)
- B. Time card audit on a daily basis
- C. Process requests for PTO following approval by appropriate department manager.
- D. Submit bi-weekly payroll to Administrative Center.
- E. Distribute payroll checks and file bi-weekly payroll reports.
- F. Assists with the preparation of payroll analysis reports.
- G. Manage payroll verification and reconciliation issues.

Coordination of Work:

- A. Demonstrates effective judgment in prioritizing work assignments.
- B. Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.

Specialized Support:

- A. Updates and distributes employee roster as needed.
- B. Monitors with DSD, license renewal requirements. Issues due date letters to employees on a monthly basis.
- C. Responds to employee requests for insurance forms and discount cards, etc.
- D. Verifies Employment Authorization document requirements upon hire.
- E. Reviews payroll status report as needed. Under the direction of the Executive Director, processes change of status NPA's

#### Clerical Support:

- A. Performs special management related projects per instructions from the community Executive Director or the Business Office Manager.
- B. Serves as an alternate to prepare daily cash deposit format for administrative review.
- C. Serves as an alternate to prepare daily flash report of key operating statistics.
- D. Processes accounts payable, coding, logging, and submittal to Administrative Center accounts payable information.
- E. Serves as an alternate for Residents Trust Account–deposits and petty cash distributions.
- F. Serves as an alternate for Admission Contract sign-in process.
- G. Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.
- H. Assists at the reception desk as needed.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to staff, residents, and visitors in a timely manner.
- B. Takes the initiative to resolve staff or resident concerns or ensures the appropriate party resolve the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload; sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses good verbal and written communication skills. Has the ability to prepare correspondence independently, is able to proofread and spell correctly, to follow verbal and written instruction, and to learn and use medical terminology; the ability to set priorities.

Temperament:

Possesses the ability to adjust to situations involving a variety of duties characterized by frequent changes and frequent interruptions, to adjust to situations involving some repetitive procedures, to perform under stressful conditions, and to adjust to situations involving evaluation and decision making.

V. QUALIFICATIONS:

Education:

High School graduate or equivalent.



Training and Experience:

Two years of experience in clerical work.

Knowledge and Abilities:

Possesses a wide knowledge of Business English, principles and practices of modern office methods and the ability to use them. Has knowledge of office equipment including, computer, copy machine, and fax machine. General knowledge of Microsoft Applications including Microsoft Outlook, Word, and Excel.

Other:

Possession of a valid California driver's license, access to an operating automobile, and at least minimum coverage car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Trish Bayless  
Human Resources

DATE: 3/13/13

**PAYROLL / PERSONNEL ASSISTANT  
COMPETENCY CHECKLIST**

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Knowledge of time recording system, follow-up of recorded hours.				
Knowledge of payroll summary reporting to corporate payroll.				
Knowledge of payroll verification, releases and access of pay checks.				
Knowledge of employee evaluation system, distribution of related documents, required endorsement, and related NPA document preparation.				
Knowledge of employment applicant processes including application, interview packets, evaluation and reference check.				
Knowledge of OSHA, work compensation injury and related reporting to community safety committee.				
Knowledge of accounts payable invoice coding, logging, and submittal.				
Able to set up patient trust account, related documents and use of trust account petty cash.				
Knowledge of work software to prepare administrative reports.				
Knowledge of corporate compliance standards; and elder abuse indicators/reports, investigations, and reporting guidelines				
Knowledge of administrative supply ordering, storage, and release process.				
Knowledge of daily community overtime management reports.				
Able to assume receptionist duties.				

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

Reviewer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Personnel Clerk DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Prepare and maintain personnel files as required by federal and state law and accredited agency standards and Eskaton policy.				
Acts as liaison between Corporate Office and employee regarding employee benefits, enrollment and explanation of benefit coverage.				
Prepare workers' compensation forms and maintain OSHA log and workers' compensation files				
Ensures Pre and Post employment requirements are met including: - Health screening forms completed and in files. - Reference checks - Fingerprinting of new employees - Assist in new employee orientation - Assists in completion of exit interview for voluntarily terminated employees.				
Manages the employee evaluation process including setting up of schedule, distribution of evaluation packets, completion and review of related competency checklist.				
Preparation of "Notice of Personnel Action" forms for administrator to approve and for signature.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for Payroll and related functions including: - Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.) - Time card audit on a daily basis - Process requests for PTO following approval by appropriate department manager.				
Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.)				
Time card audit on a daily basis				
Process requests for PTO following approval by appropriate department manager.				
Submit bi-weekly payroll to corporate support center.				
Distribute payroll checks and file bi-weekly payroll reports.				
Assists with the preparation of payroll analysis reports.				
Manage payroll verification and reconciliation issues.				
Perform daily transfer of recorded time input from electronic and manual recording stations; input data into time management system for daily and summary reports.				
Demonstrates effective judgment in prioritizing work assignments.				
Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.				
Updates and distributes employee roster bi-monthly.				
Monitors with DSD, license renewal requirements. Issues due date letters to employees on a monthly basis.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responds to employee requests for insurance forms and discount cards, etc.				
Monitors Alien card requirements on a monthly basis.				
Reviews payroll status report (quarterly). Under the direction of the administrator, processes change of status NPA's				
Performs special management personnel related projects per instructions from the facility Administrator or the Business Office Manager.				
Serves as an alternate to prepare daily cash deposit format for administrative review.				
Serves as an alternate to prepare daily flash report of key operating statistics.				
Serves as an alternate for accounts payable coding, logging and submittal to Corporate Office accounts payable information.				
Serves as an alternate for Residents Accounts collection and distribution.				
Serves as an alternate for Admission Contract sign-in process.				
Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.				
Assists at the reception desk as needed.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command; consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload; sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPING/LAUNDRY SUPERVISOR  
15-08  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Housekeeping/Laundry

EFFECTIVE DATE: January 1, 2000

REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The Housekeeping/Laundry Supervisor is responsible for hiring, training, and making employment decisions for the housekeeping and laundry departments. This position maintains the appropriate inventory and supplies for the department.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: Housekeepers, Laundry Workers

Interrelationships: All staff within the facility, residents, and visitors.

III. ESSENTIAL JOB FUNCTIONS

Administrative Functions

- A. Creates work schedules, assigning personnel to specific duties and areas.
- B. Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.
- C. Is responsible for in-service training on chemical usage and safety.
- D. Ensures that work/cleaning schedules are followed as closely as practical.
- E. Trains assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.

- F. Meets with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.
- G. Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.
- H. Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.
- I. Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.
- J. Recommends equipment and supply needs to the Administrator.
- K. Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.
- L. Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.
- M. Ensures equipment is cleaned and properly stored at the end of the shift.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the facility, to follow written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperament:

Has the ability to work with staff and residents in a friendly/service oriented manner, to communicate effectively with other departments, and to work within stringent time restraints and able to work alone, often without close supervision.

V. Qualifications

Education:

High School education or equivalent G.E.D.

Training and Experience:

Five to eight years experience in housekeeping and laundry in a large institutional setting. Three to five years recent supervisory experience in laundry and housekeeping required.

Job Knowledge:

Thorough knowledge of chemical procedures for washing, drying and infection control. Knowledge of cleaning schedules necessary for maintenance of the facilities. Knowledge of Title XXII and OSHA requirements

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

# Housekeeping/Laundry Supervisor

## COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates ability to develop work schedules, assigning personnel to specific work tasks.				
Demonstrates process for hiring, orienting, training, and coaching personnel.				
Demonstrates a working knowledge of the infection control policies.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDS.				
Demonstrates use of proper body mechanics and ability to reduce lifting exposures.				
Demonstrates safe operation of electrical equipment.				
Can explain department responsibilities and safety procedures in the event of an external or internal disaster.				
Demonstrates efficient inventory control systems, code invoices and use spend-down sheets.				
Demonstrates proper use of cleaning supplies.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

02/21/02



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: HOUSEKEEPING/LAUNDRY DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

SUPERVISOR

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Creates work schedules, assigning personnel to specific duties and areas.				
Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.				
Is responsible for in-service training on chemical usage and safety.				
Ensures that work/cleaning schedules are followed as closely as practical.				
Train assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.				
Meet with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.				
Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.				
Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.				
Recommends equipment and supply needs to the Administrator.				
Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.				
Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.				
Ensures equipment is cleaned and properly stored at the end of the shift.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
DIRECTOR OF ENVIRONMENTAL SERVICES  
15-16  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Environmental Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 12, 2003

Exempt                          X                          Non-exempt                      \_\_\_\_\_

I.     JOB SUMMARY

The Director of Environmental Services performs and oversees the maintenance and repairs of the facility's heating/cooling systems, water, gas, electrical, and mechanical systems. This position is responsible for the general appearance and condition of the facility, for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements, and for the hiring, training, employment decisions, supervision and coordination of the maintenance for the facility. This position assists in the development and implementation of operating and capital equipment budgets. Maintains the facility in an aesthetic and well operating manner.

II.    JOB RELATIONSHIPS

Responsible to:                      Administrator

Workers supervised:                      Maintenance, Housekeeping, Laundry staff

Interrelationships:                      All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.     Develops and implements preventative maintenance and safety programs for heating/cooling systems, water, gas, electrical, and mechanical systems.
  
- B.     Responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, and the office of the State Fire Marshall.

- C. Is responsible for the day-to-day supervision and direction of the maintenance, housekeeping and laundry personnel. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.
- D. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- E. Purchases all non-capital items required for general maintenance of building and grounds.
- F. Responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.

- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

### Temperament:

Has the ability to maintain a positive and stable disposition in performing work and in association with staff and residents and to maintain a high level of performance in an environment of frequent demands.

## V. QUALIFICATIONS

### Education:

High school graduate or G.E.D. Graduation from trade school related to electrical, plumbing, carpentry and landscaping skills or equivalent experience in these areas.

Training and Experience:

A minimum of five years in general maintenance. Two to three years in a supervisory capacity in all areas of maintenance.

Job Knowledge:

Knowledge of boilers, compressors, motors and machinery, as well as various electrical, mechanical and plumbing systems. Ability to read and interpret blueprints and technical manuals and to organize and implement work projects in a timely manner according to facility priorities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Terrie Beck 4/12/03  
Human Resources



## Director of Environmental Services

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrate knowledge and use of the Preventative Maintenance program.				
Demonstrate knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrate ability to supervise and direct maintenance, laundry, housekeeping personnel.				
Demonstrate ability to start-up, operate under load, and shut down emergency generator.				
Demonstrate knowledge of the facility's electrical systems.				
Demonstrate ability to activate/deactivate alarm system.				
Demonstrate ability to be liaison between nursing and contracted services.				
Explain process for hiring, orienting, training, and coaching personnel.				
Explain the hazardous materials program.				
Demonstrate ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Dir of Environmental Services DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Develops and implements preventative maintenance and safety programs for heating/cooling systems, water, gas, electrical, and mechanical systems.				
Responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, and the office of the State Fire Marshall.				
Is responsible for the day-to-day supervision and direction of the maintenance, housekeeping and laundry personnel. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.				
Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.				
Purchases all non-capital items required for general maintenance of building and grounds.				
Responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQUIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MAINTENANCE ASSISTANT  
15-45  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Maintenance

EFFECTIVE DATE: January 1, 1992

REVISION DATE: April 26, 2004

Exempt        \_\_\_\_\_        Non-exempt          X

I.     JOB SUMMARY

The Maintenance Assistant is responsible for the maintenance and repairs of minor electrical, plumbing, and mechanical equipment. Responsibilities also include trouble-shooting heating and air-conditioning malfunctions, minor remodeling and carpentry work. Maintains a high degree of interpersonal skills with residents and vendors.

II.    JOB RELATIONSHIPS

Responsible to:            Maintenance Supervisor

Workers supervised:      None.

Interrelationships:        All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.     Performs various tasks associated with the maintenance and repair of the facility.
- B.     Plumbing: Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.
- C.     Electrical: Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur.

Monitors and replaces lights, fixtures, and associated electrical appliances as needed.

- D. Carpentry: Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.
- E. General Maintenance: Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.
- F. Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.
- G. Accepts incoming freight and notifies respective departments of merchandise arrivals.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.



Temperament:

Ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Ability to maintain a high level of performance in an environment of frequent demands and constant interruptions.

V. QUALIFICATION

Education:

High school graduate or equivalent G.E.D. Graduation from trade school related to electrical, plumbing, and carpentry skills or completion of a recognized OJT training program in those areas, preferred.

Training and Experience:

A minimum of two years general maintenance experience with emphasis upon electrical, plumbing and carpentry.

Job Knowledge:

Practical knowledge of plumbing systems, electrical concepts and construction knowledge in compressors, water systems and various tools and equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

## Maintenance Assistant

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates knowledge and implementation of the Preventive Maintenance program.				
Demonstrates how to use the MSDS manual.				
Demonstrates use of personal protective equipment.				
Demonstrate safety and knowledge when working with electrical tools and equipment, main panels, and shut offs.				
Demonstrates working knowledge and safety of tools used in daily operations.				
Demonstrates completion of a work order.				
Demonstrates all major utility shut off valves (gas, water, O2).				
Demonstrates knowledge of fire and disaster department responsibilities.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

02-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Maintenance Assistant DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Performs various tasks associated with the maintenance and repair of the facility.				
<u>Plumbing</u> : Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.				
<u>Electrical</u> : Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur. Monitors and replaces lights, fixtures, and associated electrical appliances as needed.				
<u>Carpentry</u> : Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.				
<u>General Maintenance</u> : Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.				
Accepts incoming freight and notifies respective departments of merchandise arrivals.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

**CORPORATE COMPLIANCE**

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

[ ] No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
MAINTENANCE SUPERVISOR  
15-64  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Maintenance

EFFECTIVE DATE: January 1, 1993

REVISION DATE: July 12, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.     JOB SUMMARY

The Maintenance Supervisor performs and oversees the general maintenance and repairs of the facility including heating/cooling systems, water, gas, electrical, and mechanical systems. He/She is responsible for the general appearance and condition of the exterior of the building and grounds and for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements. This position is also responsible for the hiring, training, employment decisions, supervision and coordination of the maintenance and grounds for the facility. He/She assists in the development and implementation of operating capital equipment budgets and maintains the facility in an aesthetic and well operating manner.

II.    JOB RELATIONSHIPS

Responsible to:                      Administrator

Workers supervised:                      Maintenance staff

Interrelationships:                      All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

A.     Implements and is responsible for maintenance and preventative maintenance programs for systems including, but not limited to heating/cooling, water, gas, electrical, and mechanical systems.

B.     Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.

C.     Is responsible for the day-to-day supervision and direction of

maintenance department. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.

- D. Oversees all contracted grounds work.
- E. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- F. Purchases all non-capital items required for general maintenance of building and grounds.
- G. Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.
- H. Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.
- I. Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.
- J. Participates in rotation of on-call maintenance coverage for the facility.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to understand blue prints, be mechanically inclined, manually dexterous and capable of solving problems with the Maintenance Department. The Maintenance Supervisor must also contain the ability to supervise employees within the constraints of Eskaton policy and California law.

Temperament:

Possesses the ability to maintain a positive and stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school graduate or graduate of a technical or vocational school.

Training and Experience:

Three years experience with progressive responsibility in maintenance, refurbishment, and power plant work. Supervisory experience.

Job Knowledge:

Must have a knowledge of boilers, compressors, motors and allied machinery, as well as the various electrical, mechanical, and plumbing systems. Is able to read and interpret blue prints and technical manuals and possesses a knowledge of supplies and equipment used, and the care of this equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 07/12/04

Human Resources



## Maintenance Supervisor

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates knowledge and use of the Preventative Maintenance program.				
Demonstrates knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrates ability to start-up, operate under load, and shut down emergency generator.				
Demonstrates knowledge of the facility's electrical systems.				
Demonstrates ability to activate/deactivate alarm system.				
Explain the hazardous and biohazardous materials program.				
Demonstrates ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

2-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: MAINTENANCE SUPERVISOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Implements and is responsible for maintenance and preventative maintenance programs for systems, including, but not limited to, heating/cooling, water, gas, electrical, and mechanical systems.				
Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.				
Is responsible for the day-to-day supervision and direction of the maintenance department. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.				
Oversees all contracted grounds work.				
Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.				
Purchases all non-capital items required for general maintenance of building and grounds.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.				
Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.				
Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.				
Participates in rotation of on-call maintenance coverage for the facility.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
FLOOR PERSON  
15-68  
HOMESTEAD OF FAIR OAKS

DEPARTMENT: Housekeeping  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 12, 2003

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Floor Person is responsible for maintaining the physical attractiveness of the community by providing thorough cleaning services to the community and all common areas.

II. JOB RELATIONSHIPS

Responsible to: Maintenance Supervisor

Workers Supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Provides daily cleaning of hallways, using treated dust mop and wet mops with germicidal solution.
- B. Buffs, strips, and waxes floor according to a maintenance schedule.
- C. Changes mop heads daily, or as required.
- D. Cleans carpeting and rugs, by vacuuming and shampooing.
- E. Cleans walls, windows, doors and ceilings; vacuums and/or washes air conditioning registers.
- F. Picks up trash throughout the campus.

- G. Performs scheduled cleaning tasks as outlined in a daily, weekly, monthly bi-annual and annual preventive maintenance schedule.
- H. Cleans all light fixtures and skylights.
- I. Washes windows as required.
- J. Follows guidelines on equipment maintenance and routine preventative maintenance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school education or equivalent G.E.D.

Training and Experience:

Some janitorial or housekeeping experience is preferred.

Job Knowledge:

Understanding of general housekeeping duties and responsibilities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 4/12/03

Human Resources



## Housekeeping/Floor Technician

### COMPETENCY CHECKLIST

<b>Community:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>	<b>Reviewer</b>	
Demonstrate infection control procedures used while cleaning a resident's room.				
Show safety and special precautions when using hazardous materials from your housekeeping cart.				
Explain what the MSDS manual is for, where located, and how to use personal protective equipment.				
Explain how often gloves need to be changed when cleaning rooms.				
Demonstrate how to pick up and dispose of infectious waste.				
Explain the difference between general cleaning and deep cleaning.				
What special precautions do you use when cleaning an isolation room.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Floor Person DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of hallways, using treated dust mop and wet mops with germicidal solution.				
Bufs, strips, and waxes floor according to a maintenance schedule.				
Changes mop heads daily, or as required.				
Cleans carpeting and rugs, by vacuuming and shampooing.				
Cleans walls, windows, doors and ceilings; vacuums and/or washes air conditioning registers.				
Picks up trash throughout the campus.				
Performs scheduled cleaning tasks as outlined in a daily, weekly, monthly bi-annual and annual preventive maintenance schedule.				
Cleans all light fixtures and skylights.				
Washes windows as required.				
Follows guidelines on equipment maintenance and routine preventative maintenance.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

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Employee Signature

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Date

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Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPER  
15-84  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Housekeeping

EFFECTIVE DATE: January 1, 1993

REVISION DATE: May 28, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Housekeeper is responsible for cleaning the skilled nursing facility and all common areas of the facility. The Housekeeper is also responsible for providing highest standards of cleanliness and quality on the facility.

II. JOB RELATIONSHIPS

Responsible to: Maintenance Supervisor

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors

III. ESSENTIAL JOB FUNCTIONS

A. Provides daily cleaning of assigned resident units, assisted living center, skilled nursing facility, community center and other common areas.

Responsibilities include some of the following tasks:

1. Mops floor with germicidal solution.
2. Dust mops floor with treated dust mop.
3. Removes trash.
4. Dust furniture and fixtures. Dusts mini-blinds and horizontal dusting.
5. Cleans bathrooms (shower walls, tub, commode, vanity area,



mirrors, etc.).

6. Cleans windows and window tracks.
  7. Cleans kitchen (counter tops, sinks, stoves, refrigerators, microwaves, toasters, hood tops, cabinets and dishwashers).
  8. Changes linens and remakes beds.
  9. Vacuums floors and edges.
  10. Cleans fireplaces.
  11. Other areas as deemed necessary.
- B. Is responsible for the care of all equipment on housekeeping Cart.
- C. Maintains good public relations with residents.
- D. Stocks housekeeping cart at end of shift.
- E. Has a basic understanding of infection control.
- F. Has a basic knowledge of chemical usage.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the facility.

Temperaments:

Possesses the ability to work with staff and residents in a friendly/service oriented manner, to communicate with other departments, to work within time restraints, and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school education or vocational training preferred.

Training and Experience:

Experience in housekeeping activities; use and maintenance of equipment.

Job Knowledge:

Experience in housekeeping activities and use of supplies preferred.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 5/28/04

Human Resources

## Housekeeping

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrate infection control procedures used while cleaning a resident's room.				
Show safety and special precautions when using hazardous materials from your housekeeping cart.				
Explain what the MSDS manual is for, where located, and how to use personal protective equipment.				
Explain how often gloves need to be changed when cleaning rooms.				
Demonstrate how to pick up and dispose of infectious waste.				
Explain the difference between general cleaning and deep cleaning.				
What special precautions do you use when cleaning an isolation room.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Housekeeping DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of assigned resident units, assisted living center, skilled nursing facility, community center and other common areas.				
Is responsible for the care of all equipment on housekeeping Cart.				
Maintains good public relations with residents.				
Stocks housekeeping cart at end of shift.				
Has a basic understanding of infection control.				
Has a basic knowledge of chemical usage.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously. OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_  
BELOW REQUIREMENTS







ESKATON  
LAUNDRY WORKER  
15-86  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Laundry  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 27, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Laundry Worker is responsible for operating laundry equipment, maintaining the physical cleanliness of the laundry, and launders residents' linens, blankets, towels, personal clothing, etc. This position sorts, folds and distributes linens and follows proper infection control procedures. Performs other duties as directed.

II. JOB RELATIONSHIPS

Responsible to: Maintenance Supervisor  
Workers Supervised: None.  
Interrelationships: All staff within the facility, vendors, residents, and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Disinfects soiled linen containers and guarantees that their lids are on at all times.
- B. Treats stained articles with stain removing agents as instructed.
- C. Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.
- D. Folds and distributes clean linens.
- E. Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.

- F. Assists with department cleaning.
- G. Maintains an accurate inventory of personal linens so as to reduce loss.
- H. Participates in quarterly laundry inventory audit.
- I. Separates soiled linens from clean linens and maintains proper storage of each.
- J. Has a basic understanding of infection control.
- K. Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.
- L. Reports linen needs to supervisor or lead housekeeper.
- M. Has an understanding of chemical usage.
- N. Keeps records of processed laundry.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work with other departments within the facility, to follow written and verbal instructions, and to maintain regular work hours and complete

tasks within designated time frames.

Temperaments:

Is able to communicate with all departments, to work within time restraints and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school graduate.

Training and Experience:

Experience in laundry activities and use of laundry supplies and equipment.

Job Knowledge:

Experience in laundry activities and use of laundry supplies and equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/04  
Human Resources

## Laundry Worker

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates operating skills for the washers and dryers.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDSs.				
Demonstrates use of proper body mechanics when loading/unloading washers and dryers.				
Demonstrates infection control procedures for cleaning linen barrels, storage of dirty and clean linen.				
Demonstrates the cleaning and general maintenance required on the washers and dryers.				
Demonstrates how to deliver clean linen to nursing areas and properly fold and store.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**02-28-02**

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Laundry Worker DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Disinfects soiled linen containers and guarantees that their lids are on at all times.				
Treats stained articles with stain removing agents as instructed.				
Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.				
Folds and distributes clean linens.				
Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.				
Assists with department cleaning.				
Maintains an accurate inventory of personal linens so as to reduce loss.				
Participates in quarterly laundry inventory audit.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Separates soiled linens from clean linens and maintains proper storage of each.				
Has a basic understanding of infection control.				
Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.				
Reports linen needs to supervisor or lead housekeeper.				
Has an understanding of chemical usage.				
Keeps records of processed laundry.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

**CORPORATE COMPLIANCE**

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ASSISTANT FOOD AND NUTRITION MANAGER  
ESKATON CARE CENTER

JOB TITLE CODE: 12

DEPARTMENT: Food and Nutrition Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: ASSISTANT DIETARY MANAGER

Exempt        \_\_\_\_\_        Non-exempt          X

I. JOB SUMMARY

The Assistant Food and Nutrition Manager helps oversee the community Food and Nutrition program from daily preparation of quality nutritious meals to monitoring of individual resident nutritional needs.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager

Workers supervised: Food and Nutrition Staff

Interrelationships: Must work closely with the administrative staff of the community, residents, families, visitors and vendors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Provides assessment of the Food and Nutrition department in order to outline the community needs and establish priorities.
- B. Directly supervises the Food and Nutrition employees.
- C. Orients all new employees which includes; on-the-job training, adherence to policies and procedures, as well as applicable regulations.
- D. Carries out the approved menu cycle, making the proper adjustments when necessary.
- E. Orders supplies, maintains an appropriate inventory and ensures proper storage of foods and kitchen supplies.
- F. Makes resident visitations. Provides nutritional screening for each resident, participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- G. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition department.

- H. Assists the Food and Nutrition Manager in designing, developing, and implementing Eskaton's policies and procedures, preventive maintenance programs and budgetary guidelines for the department.
- I. Provides quality assurance audits to ensure accuracy, quality and consistency.
- J. Reviews diet orders in charts, audits monthly computer print-out, and maintains tray ticket system.
- K. Provides appropriate supervision to staff in accordance with the community's prime values and established mission statement.
- L. Facilitates on-site Food and Nutrition in-services to residents. Attends and participates in appropriate in-service meetings.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.



- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperament:

Ability to maintain a positive stable disposition in performing work and in association with staff and residents. Ability to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Requires a High School diploma or equivalent and be working toward completion of Food and Nutrition Supervisor/Manager program specific to California. Serv Safe Certified.

Training and Experience:

Prefer one to two years experience in a food service operation.

Job knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE

APPROVED: \_\_\_\_\_  
Administration

DATE

AUTHOR: Terrie Beck  
Human Resources

DATE: 5/1/04

## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Supervises staff appropriately by: <ul style="list-style-type: none"> <li>- Hiring</li> <li>- Training</li> <li>- Scheduling</li> <li>- Monitoring performance</li> <li>- Correction and discipline</li> </ul>				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies.				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: <ul style="list-style-type: none"> <li>- Palatable</li> <li>- Attractive</li> <li>- Safe</li> <li>- Prepared according to menu</li> <li>- Served timely</li> </ul>				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvement recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends.				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p>				
<p><u>Position Reviewed:</u></p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Food and Nutrition Manager</span> <span><input type="checkbox"/> Assistant Food and Nutrition Manager</span> </div>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
COOK

JOB TITLE CODE: 88  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: June 24, 2013

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) COOK

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Cook is responsible for the preparation and serving of meals for the residents, for cooking a variety of foods that ensure the highest quality and resident satisfaction, maintains cleanliness of food services area. supervises the kitchen staff in the absence of Manager or Lead Cook.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager

Workers supervised: Food and Nutrition Workers in the absence of Food and Nutrition Manager or Lead Cook

Interrelationships: All staff within the community, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for all kitchen activities in the absence of the Food and Nutrition Manager/Lead Cook.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.

- E. Practices and applies portion control during preparation and service of all diets.
- F. Performs cleaning and maintenance of kitchen community and equipment according to schedules, and procedures. Maintains logs.
- G. Communicates and changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines established by the community with emphasis on the use of proper body mechanics and safe work practices.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

### IV. WORKER TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

#### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduate or GED.

Training and Experience:

Must have one to two years recent experience as a cook.  
Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

Other:

All staff, except wait staff and dishwasher positions, must be at least 18 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



## Cook/Cook Assistant

### COMPETENCY CHECKLIST

Community: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Food and Nutrition Department in absence of Food and Nutrition Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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



ESKATON  
DIETARY AIDE  
ESKATON CARE CENTERS

JOB TITLE CODE: 85  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: August 16, 2017

Replaces JOB DESCRIPTION: CARE CENTER FOOD SERVICE WORKER

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Dietary Aide is responsible for the clean up of the meal period for which he/she is responsible. The Dietary Aide is also responsible for providing service in a friendly and congenial manner.

II. JOB RELATIONSHIPS

Responsible To: Food and Nutrition Manager

Workers supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

General

- A. Set-up trays with proper dishes, glasses, cups and eating utensils for meals to be served including correct assistive feeding devices as indicated on the tray card
- B. Prepare hot and cold foods and beverages for residents' meals as assigned by the Cook or Food and Nutrition Manager, following recipes and posted menus, for regular, modified and therapeutic diets
- C. Serve Food for meal delivery:
  - 1. Read tray card. Check carefully for allergies, food likes/dislikes, specific instructions
  - 2. Place on tray
    - Correct type and amount of beverages

- Correct type of food and texture as ordered by the diet with attention to serving modified and therapeutic diets
- Correct portion control
- Add correct condiments, i.e., salt, pepper, sugar, butter, etc.
- Special requested items

3. Recheck items on tray with tray card to insure resident receives correct diet

- D. Ensures resident satisfaction regarding meals through quality, quantity and presentation.
- E. Observes and practices all department safety and sanitation standards.
- F. Sets up, stocks and breaks down cold and non food items for meal service.
- G. Washes dishes in accordance with ware washing policy.
- H. Conducts tray line operations at meal times.
- I. Stocks silverware and condiment holders.
- J. Delivers food tray carts to specified locations at specified times.
- K. Prepares snacks and nourishments and delivers according to schedule. Receives and stocks food deliveries utilizing proper labeling, dating, rotation and FIFO concepts..
- L. Completes cleaning assignments in the Food and Nutrition Services areas using proper chemicals, equipment and procedures.
- M. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

- E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D. Food Handlers Certification must be obtained/maintained within 30 days of employment.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.

Job Knowledge:

Has the ability to read and to follow written as well as verbal instructions and to sort food tray cards. Knowledge of food serving and dish washing sanitary procedures and safety standards in working with cleaning chemicals.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



## Dietary Aide

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares assigned foods in a palatable and attractive manner.				
Completes assigned meal service duties (tray line) in a timely and accurate manner.				
Uses safe food handling techniques (i.e., dating, labeling, food held at appropriate temps).				
Demonstrates good personal hygiene (i.e., hand washing, hair covering, clean uniforms).				
Keeps work area clean.				
Follows correct ware washing techniques.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

ESKATON  
DISHWASHER

JOB TITLE CODE : 69  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) DISHWASHER

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The dishwasher is responsible for assisting with the set-up and break down of the buffet tables and wait stations. The dishwasher is also responsible for washing dishes, utensils, pots and pans and for maintaining the kitchen area in a clean and orderly fashion. The dishwasher will also assist in putting away deliveries as assigned by the supervisor.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager (primary)  
Lead Cook

Workers Supervised: None

Interrelationships: Food and Nutrition Manager, administrative staff,  
coworkers, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Assists in the set up and break down meals.
- B. Washes dishes IAW ware washing policy. Maintains dish machine and sanitization logs.
- C. Assists Lead Cook in assigned tasks as directed
- D. Maintains the cleanliness of the department IAW posted cleaning schedule.
- F. Reports damage or problems to Supervisor/Maintenance.

- G. Keeps supervisor/manager informed of questions, reactions, comments or problems that may arise.
- H. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Has the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D., preferred.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.



Job Knowledge:

Understands the philosophy of quality customer service and customer satisfaction.

Other:

All staff, except wait staff and dishwasher positions, must be at least 15 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/2/01  
Human Resources



ESKATON  
DIRECTOR OF FOOD AND NUTRITION SERVICES  
ESKATON CARE CENTER

JOB TITLE CODE: 05  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: DIETARY MANAGER

Exempt          X          Non-exempt      \_\_\_\_\_

I. JOB SUMMARY

The Director of Food and Nutrition Services is responsible for the overall operation of the Food and Nutrition Department. The position oversees the coordination of the Food and Nutrition staff, the maintenance of the Food and Nutrition budget, ensure the Food and Nutrition and nutritional excellence for residents and provides Food and Nutrition consultation for the community.

II. JOB RELATIONSHIPS

Responsible to: Executive Director  
Workers supervised: Food and Nutrition Staff and Assistant Food and Nutrition Manager  
Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Works with the Assistant Food and Nutrition Manager and the Quality and Compliance Consultants to ensure compliance with Title XXII regulations with the health department and county health standards.
- B. Ensures that an appropriate menu cycle is designed and implemented for the community and makes appropriate adjustments when necessary.
- C. Directs the preparation of food according to the production sheets, recipes, census, and patient Food and Nutrition needs.
- D. Orders, stocks, and maintains an appropriate inventory of Food and Nutrition items.

- E. Oversees special catering events.
- F. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition Department.
- G. Addresses patient concerns as received from the Resident Council or individual patients.
- H. Assesses each resident's Food and Nutrition need and creates care plans in conjunction with the RAI Process/ IDT.
- I. Familiar with Disaster Plan.
- J. Makes resident visitations. Provides nutritional screening for each resident and participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- K. Develops, writes and post Food and Nutrition work and cleaning schedules.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton.
- B. Agrees to promote compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.

- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of QAPI (Quality Assurance Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Has the ability to direct and supervise staff, and to organize and direct work in order to achieve a high level of performance, efficiency, and professionalism in the Food and Nutrition Department. Ability to Coordinate the activities of the department with other departments in a mutually cooperative atmosphere. Must have technical adeptness, sound judgment and comprehensive knowledge of Food and Nutrition Services.

##### Temperament:

Possesses the ability to work effectively in order to meet deadlines, and to maintain a goal orientated attitude and direction during operational and administrative change. Due to the diversity and complexity of the position, the Food and Nutrition Manager must have a cooperative, flexible attitude in an environment of frequent interruptions.

V. QUALIFICATIONS

Education:

AA degree in Food Service Management; Certified Food and Nutrition Manager and Serv Safe certifications required.

Training and Experience:

Minimum three to five years experience overseeing a Skilled Nursing Food and Nutrition Department.

Job Knowledge:

Must have working knowledge of food service preparation principles, sanitation and safety standards for institutional kitchens. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition Department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/03  
Human Resources



## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Supervises staff appropriately by: Hiring; Training; Scheduling; Monitoring performance; Correction and discipline				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: Palatable; Attractive; Safe; Prepared according to menu; Served timely				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvements and recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p> <p>Position Reviewed:                    <input type="checkbox"/> Food and Nutrition Manager                    <input type="checkbox"/> Assistant Food and Nutrition Manager</p>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



ESKATON  
PREP COOK  
ESKATON

DEPARTMENT: Food Services

EFFECTIVE DATE: June 24, 2013

REVISION DATE: December 5, 2013

REPLACES JOB DESCRIPTION: COOK ASSISTANT

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Prep Cook is responsible for the preparation of a variety of foods and ingredients to ensure the highest quality and resident satisfaction, maintains cleanliness of food services area.

II. JOB RELATIONSHIPS

Responsible to: Food Services Director/Dietary Manager(Primary)  
Assistant Manager/Lead Cook(Secondary)

Workers supervised: None

Interrelationships: All staff within the facility, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for preparation and production of ingredients and menu items as assigned.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.
- E. Practices and applies portion control during preparation and service of all diets.

- F. Performs cleaning and maintenance of kitchen facility and equipment according to schedules, and procedures, maintains logs.
- G. Communicates any changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Successful completion of all compliance training is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines. Practices proper body mechanics and safe work practices (i.e., lifting); wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

## V. QUALIFICATIONS

Education:

High school graduate or GED.

Training and Experience:

Previous Food Service Experience Preferred.

Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



## Cook/Prep Cook COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Dietary Department in absence of Dietary Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Cook DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Applies sanitation and safety techniques while working.				
Responsible for all kitchen activities in the absence of the Food Service Director.				
Prepares, cooks and services general and special therapeutic diet meals for residents.				
Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.				
Practices portion control while serving and/or supervising kitchen helpers in the service of diets.				
Cleans cooking utensils used in cooking, food preparation equipment and areas according to schedules and prescribed methods.				
Makes appropriate notations of food exchanges on daily menus.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures proper rotation of foodstuffs in all storage areas.				
Works in accordance with safety guidelines established by the facility with emphasis on the use of proper body mechanics and safe work practices.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DISCHARGE PLANNER/CASE MANAGER  
15-2L  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Case Management  
EFFECTIVE DATE: September 15, 1993  
REVISION DATE: July 6, 2016

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The Case Manager coordinates the care of all patients admitted to the Managed Care unit. The Case Manager oversees all aspects of care from admission through discharge and care is coordinated through a multidisciplinary team. The Case Manager directs team members to deliver care within appropriate time frames and in the most cost effective manner.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing  
Workers Supervised: Discharge Planning Assistant  
Interrelationships: Patients and families, payor case managers, MD's, and internal staff

III. ESSENTIAL JOB FUNCTIONS

General

- A. Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as "point person" for the process.
1. Meets with the patients and/or patient representative within 24 hours after admission or as soon as possible after admission. Admission orders are reviewed for specialized needs and appropriate level of care for reimbursement.
  2. Ensures that the discharge planning process is initiated within twenty-four (24) hours of admission and monitors discharge planning process (Discharge Planning Assessment).
  3. Ensures patient/family-teaching needs are identified, communicated, and carried out by team members.

4. Refers any high risk patients daily to the DON to review.
  5. Leads the Managed Care team meetings in the review of Medicare and Managed Care patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.
  6. Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.
  7. Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.
- B. Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.
1. Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.
  2. Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.
  3. Documents pertinent patient information in nursing notes/case manager communication forms, etc.
  4. Acts as the "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team. "Point Person" to inform patients/families of the goals for length of stay and authorized care/benefits for skilled care.
  5. Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Case Management.
  6. Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).

7. Coordinates inservice training to educate staff about the Managed Care environment.
  8. Acts as a resource to the facility regarding Managed Care issues.
  9. Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.
- C. Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.
- D. May serve as a member of any of the following committees:
1. Eskaton Quality Improvement Process (EQIP)
  2. Continuous Quality Improvement (CQI) Process
  3. Infection Control
  4. Utilization Review
  5. Pharmacy
  6. Interdisciplinary Team Conference

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.

- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the facility and with other parts of the organization.

- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined by Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.

IV. WORKER TRAITS

Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have excellent communication skills with the ability to be assertive without being aggressive.

Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and patients and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A graduate of an accredited school of professional nursing and has a valid California RN license; current CPR certification. A four year degree is preferred but a two year degree will suffice with five years related experience.



Training and Experience:

Must have at least two (2) years in a rehabilitation and/or sub-acute setting with case management responsibilities and/or insurance industry and/or health care management experience.

Knowledge, Skills, and Abilities:

Required current knowledge of federal, state and local regulations in the related healthcare field. Must possess excellent patient assessment skills, including the ability to evaluate medical records from the referring facility. Must have demonstrated ability to promote, negotiate, develop, and maintain relationships with consumers.

Must have knowledge of the managed care environment, as well as other payors. Must have the ability to teach (formally and informally) internal staff and external contacts regarding the facility's patient care delivery system. Must meet all local health regulations and pass post-employment process.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 12/09/2004  
Human Resources

## Discharge Planner/Case Manager

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates clinical competency in assessing patients.				
Demonstrates the ability to complete and interpret the Medicare log.				
Demonstrates the ability to identify high risk patients and acts proactively when coordinating care.				
Is able to identify changes in levels of care, and responds appropriately.				
Demonstrates the ability to recognize/report/ and negotiate a higher rate of reimbursement based on changes in condition.				
Demonstrates the ability to complete the case communication log.				
Demonstrates an understanding of the discharge planning process.				
Is able to identify appropriate DME items needed for a planned discharge.				
Is able to complete all required documentation for a discharge.				

Signature \_\_\_\_\_

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

Reviewer's Signature \_\_\_\_\_

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

12/09/2004

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Case Manager

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as a "point person" for the process.				
Meets with the patients and/or patient representative within 24 hours after admission or as soon as possible after admission. Admission orders are reviewed for specialized needs and appropriate level of care for reimbursement.				
Ensures that the discharge planning process is initiated within twenty-four (24) hours of admission and monitors discharge planning process (Discharge Planning Assessment).				
Ensures patient/family teaching needs are identified, communicated, and carried out by team members.				
Refers any high risk patients daily to the DON to review.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Leads the Managed Care team meetings in the review of Medicare and Managed Care patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.				
Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.				
Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.				
Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.				
Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.				
Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.				
Documents pertinent patient information in nursing notes/case manager communication forms, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Acts as "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team. "Point Person" to inform patients/families of the goals for length of stay and authorized care/benefits for skilled care.				
Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Case Management.				
Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).				
Coordinates inservice training to educate staff about the Managed Care environment.				
Acts as a resource to the facility regarding Managed Care issues.				
Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.				
Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.				
May serve as a member of any of the following committees: 1. Eskaton Quality Improvement Process (EQIP) 2. Continuous Quality Improvement (CQI) Process 3. Infection Control 4. Utilization Review 5. Pharmacy 6. Interdisciplinary Team Conference.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provide appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the DON and Administrator.				
Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the facility and with other parts of the organization.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined by Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
PATIENT CARE COORDINATOR  
15-2P  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: September 15, 1993  
REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt   X  

I. JOB SUMMARY

The Patient Care Coordinator manages the comprehensive health care needs for all skilled residents admitted into an Eskaton Skilled Nursing Facility. The Patient Care Coordinator manages the care of such residents from the time of admission through their discharge. Discharge occurs when the resident is ready to go home, to a lower level of care, or needs SNF level care after short term rehabilitation. This is accomplished by using an interdisciplinary approach to attain goals while complying with State and Federal regulations governing skilled nursing facilities.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing  
Workers supervised: General supervision of ancillary Nursing Staff.  
Interrelationships: Internal staff, residents and families, and HMO case managers.

III. ESSENTIAL JOB FUNCTIONS

A. Provides on going assessments and evaluation of resident's need and plans and coordinates with the intradisciplinary team to ensure quality care and good clinical outcomes. Takes a proactive approach to identifying potential and actual clinical issues/concerns with positive outcomes.

- B. Monitors the 24 hour report and takes appropriate action on nursing/clinical issues. Reports change of condition to other team members and to the HMO Managed Care Coordinator and Physician.
- C. Reviews all new admissions for completeness/appropriateness of required documentation, maintains Medicare/Managed Care policies and procedures, assists residents and families in understanding the Medicare/Managed Care program and benefits, and schedules and conducts resident/family conferences.

#### Medicare/Managed Care Utilization

- A. Coordinates and consults with Admissions Coordinator regarding appropriate bed assignments of prospective admissions.
- B. Determines that residents are at the appropriate level of care, and observes for changes in bed assignment as condition and payor source information changes.
- C. Identifies the need for LTC of "Skilled" residents and proactively begins discharge planning (Manzanita or another SNF).
- D. Orients staff to service vendors for resident's specific health plan.

#### Documentation

- A. Completes the Medicare/Managed Care Logs, resident transfer notices, reports payor source status, authorization, extensions, and denials to the Business Office, Managed Care Consultant, Rehab Coordinator, and other department heads as necessary.
- B. Oversees the Medicare denial process and prepares MRQ's as needed.

#### Coordinates Discharge Planning

- A. Attends daily meetings with therapy staff, pre-rehab conference, and rehab conference rounds, communicates with resident and family the discharge plan, coordinates referrals (home care) related to continuity of care for discharge.
- B. Initiates and facilitates resident-patient-family teaching for discharge.
- C. Assumes responsibility for coordination and documentation of all services related to discharge.

- D. Keeps updated notes in patient's chart regarding discharge planning.
- E. Coordinates the transfer and documentation of residents to acute, long term care, intermediate or residential care facilities that assures a continuum of care.

#### Serves as a Member of the Following Committees

- A. Quality Assurance
- B. Infection Control
- C. Utilization Review
- D. Pharmacy
- E. Interdisciplinary Team Conferences

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.

- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Possesses the ability to understand concepts, procedures, and underlying principals that impact standards of care in a rapidly changing health care environment. Is able to make sound judgments, to reason effectively, possesses outstanding clinical skills and communicates clinical information accurately to staff, residents, family members, physicians, and consultants. Must also have excellent written and oral communication skills.

Temperament:

Must have the ability to work well under stress and possess excellent coping skills for maximum flexibility and adaptability.

V. QUALIFICATIONS

Education:

Must be licensed in the state of California as a Registered Nurse.

Training and Experience:

Experience in HMO/Managed Care, SNF, and discharge planning.

Job Knowledge:

Must have knowledge of PC and relevant programs.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Patient Care Coordinator DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Provides on going assessments and evaluation of resident's need and plans and coordinates with the intradisciplinary team to ensure quality care and good clinical outcomes. Takes a proactive approach to identifying potential and actual clinical issues/concerns with positive outcomes.				
Monitors the 24 hour report and takes appropriate action on nursing/clinical issues. Reports change of condition to other team members and to the HMO Managed Care Coordinator and Physician.				
Reviews all new admissions for completeness/appropriateness of required documentation, maintains Medicare/Managed Care policies and procedures, assists residents and families in understanding the Medicare/Managed Care program and benefits, and schedules and conducts resident/family conferences.				
Coordinates and consults with Admissions Coordinator regarding appropriate bed assignments of prospective admissions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Determines that residents are at the appropriate level of care, and observes for changes in bed assignment as condition and payor source information changes.				
Identifies the need for LTC of "Skilled" residents and proactively begins discharge planning (Manzanita or another SNF).				
Orients staff to service vendors for resident's specific health plan.				
Completes the Medicare/Managed Care Logs, resident transfer notices, reports payor source status, authorization, extensions, and denials to the Business Office, Managed Care Consultant, Rehab Coordinator, and other department heads as necessary.				
Oversees the Medicare denial process and prepares MRQ's as needed.				
Attends daily meetings with therapy staff, pre-rehab conference, and rehab conference rounds, communicates with resident and family the discharge plan, coordinates referrals (home care) related to continuity of care for discharge.				
Initiates and facilitates resident-patient-family teaching for discharge..				
Assumes responsibility for coordination and documentation of all services related to discharge.				
Keeps updated notes in patient's chart regarding discharge planning.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Coordinates the transfer and documentation of residents to acute, long term care, intermediate or residential care facilities that assures a continuum of care.				
Serves as a member of the following committees: Quality Assurance committee; Infection Control committee, Utilization Review committee; Pharmacy committee; Interdisciplinary Team Conference committee.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code and maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (LVN)  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.



- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California vocational nurse license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Reviews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (RN)  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California registered nursing license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.



SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physician, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:



Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ASSISTANT DIRECTOR OF NURSING  
15-13  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: May 16, 1995

Exempt        X        Non-exempt

I. JOB SUMMARY

The Assistant Director of Nursing provides support to the Director of Nursing, including: performing the basic tasks of assessment, planning, intervention, supervision and evaluation of patient care to assure compliance within acceptable standards of care. This position works with nursing and other facility staff to ensure quality care for all residents and coordinates the movement of residents in and out of facilities based on required level of care. This position serves as Director of Nursing in the absence of the DON.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers Supervised: All Nursing Staff

Interrelationships: This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Corporate Consultants, physicians, residents and families, and other facility personnel.

III. ESSENTIAL JOB FUNCTIONS

General:

- A. Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.
- B. Assumes ultimate responsibility for coordination of nursing services in the absence of the Director of Nursing.
- C. Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff

concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.

- D. Coordinates and consults with the Admissions Coordinator regarding bed utilization of prospective admissions; determines whether Medicare, managed care and LTC residents are at the appropriate level of care; reviews charts for appropriate bed utilization.
- E. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare of maintaining of facility standards.
- F. Provides crisis intervention backup for charge nurses in dealing with patient complaints or family concerns.
- G. Immediately reports any suspected or observed incidents of resident abuse.
- H. Responsible for coordinating intra-disciplinary team meetings, including resident assessment instrument completion, quarterly updates, and family conferences.
- I. Assists the Director of Nursing in the selection and hiring process and the ongoing evaluation of the nursing staff; assists in ensuring adequate staffing.
- J. Acts as a resource person for the DSD in providing appropriate clinical training for all nursing personnel.
- K. Assists in maintaining staff adherence to nursing policies and procedures.
- L. Makes daily rounds of all patients.
- M. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.

- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

##### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

##### Physical Demands and Working Conditions:

See attached ADA form.

#### V. QUALIFICATIONS

##### Education:

A Graduate of an accredited school of professional nursing and has a valid California RN license; current CPR certification.

##### Training and Experience:

Requires a minimum of two years experience in nursing supervisory experience in

geriatric, rehabilitation or psychiatric nursing.

Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: \_\_\_\_\_

DATE:

Human Resources

ESKATON  
UNIT MANAGER  
15-13  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: May 1, 1999  
REVISION DATE: April 14, 2003

Exempt                          X                          Non-exempt                      \_\_\_\_\_

I.     JOB SUMMARY

The Unit Manager provides support to the Director of Nursing, including: performing the basic tasks of assessment (RAI), planning, intervention, supervision and evaluation of patient care to assure compliance within acceptable standards of care for assigned unit. This position works with nursing and other community staff to ensure quality care for all residents. Collaborates and supports (with Case Manager) the admissions and the movement of residents within the community based on required level of care. This position may serve as Director of Nursing in the absence of the DON.

II.    JOB RELATIONSHIPS

Responsible to:                Director of Nursing

Workers Supervised:         Nursing staff assigned to unit

Interrelationships:            This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Corporate Consultants, physicians, residents and families, and other community personnel.

III.   ESSENTIAL JOB FUNCTIONS

General:

- A.     The Unit Manager acts as the gatekeeper for the operation of the nursing unit.
- B.     Is accountable for the timeliness of the RAI process.

- C. Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.
- D. Ensures implementation of Eskaton and community policies and procedures through appropriate instruction to line staff.
- E. Assumes ultimate accountability for coordination of nursing services in the assigned unit.
- F. Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.
- G. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.
- H. Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.
- I. Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Executive Director.
- J. Determines the needs for appropriate training in collaboration with the Director of Staff Development.
- K. Participates in the selection and hiring process and the ongoing evaluation of the nursing staff for assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.
- L. Maintains staff adherence to nursing policies and procedures.
- M. Conducts daily rounds of all patients and is apprised of any changing conditions.
- N. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.



- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.

- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

##### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with community staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

A Graduate of an accredited school of professional nursing and has a valid California RN or LVN license; current CPR certification.

##### Training and Experience:

Requires a minimum of two years experience in nursing supervisory experience in acute, geriatric, rehabilitation or psychiatric nursing.

##### Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires effective the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 4/14/03

Human Resources

## Unit Manager

### COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
In addition to the Licensed Competency list:				
Demonstrates ability in referencing regulatory requirements				
Demonstrates the ability to access and obtain acuity reports from the ADDON software.				
Demonstrates the ability to develop implement and analyze trends on quality improvement monitors.				
Demonstrates an understanding of the RAI process.				
Demonstrates the ability to develop, update and evaluate care plans.				
Demonstrates the ability to identify clinical quality care issue				
Demonstrates the ability to analyze care issues in the medical record.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Unit Manager \_\_\_\_\_ LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
The Unit Manager acts as the gate-keeper for the unit and is accountable for the accurate and timely RAI process.				
Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.				
Ensures implementation of Eskaton and community policies and procedures through appropriate instruction to line staff.				
Assumes ultimate accountability for coordination of nursing services in the assigned unit.				
Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.				
Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.				
Immediately reports any suspected or observed incidents of resident abuse to the Director of Nursing/Executive Director.				
Determines the needs for appropriate training in collaboration with the Director of Staff Development.				
Participates in the selection and hiring process and the ongoing evaluation of the nursing staff in the assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.				
Maintains staff adherence to nursing policies and procedures.				
Conducts daily rounds of all patients and is apprised on any changing conditions.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance policy among subordinates.				
Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs other duties and assignments deemed appropriate by the Executive Director.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, Executive Director, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



- E. Assumes ultimate accountability for coordination of nursing services in the assigned unit.
- F. Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.
- G. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.
- H. Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.
- I. Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Administrator.
- J. Determines the needs for appropriate training in collaboration with the Director of Staff Development.
- K. Participates in the selection and hiring process and the ongoing evaluation of the nursing staff for assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.
- L. Maintains staff adherence to nursing policies and procedures.
- M. Conducts daily rounds of all patients and is apprised of any changing conditions.
- N. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health and Insurance Portability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policy among subordinates.

### Leadership/Management Skills

- A. Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Director of Nursing/Administrator.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.



### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORK TRAITS

### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A Graduate of an accredited school of professional nursing and has a valid California RN/LVN license; current CPR certification.

Training and Experience:

Requires a minimum of two years experience in nursing supervisory experience in acute, geriatric, rehabilitation or psychiatric nursing.

Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires effective the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 9/5/07  
Human Resources

## Unit Manager

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
In addition to the Licensed Competency list:				
Demonstrates ability in referencing regulatory requirements				
Demonstrates the ability to access and obtain acuity reports from the ADDON software.				
Demonstrates the ability to develop implement and analyze trends on quality improvement monitors.				
Demonstrates an understanding of the RAI process.				
Demonstrates the ability to develop, update and evaluate care plans.				
Demonstrates the ability to identify clinical quality care issue				
Demonstrates the ability to analyze care issues in the medical record.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Unit Manager DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
The Unit Manager acts as the gate-keeper for the unit. Attends and facilitates IDT conferences for their unit.				
Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.				
Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.				
Assumes ultimate accountability for coordination of nursing services in the assigned unit.				
Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.				
Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.				
Immediately reports any suspected or observed incidents of resident abuse to the Director of Nursing/Administrator.				
Determines the needs for appropriate training in collaboration with the Director of Staff Development.				
Participates in the selection and hiring process and the ongoing evaluation of the nursing staff in the assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.				
Maintains staff adherence to nursing policies and procedures.				
Conducts daily rounds of all patients and is apprised on any changing conditions.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy and the Health Insurance Portability and Accountability Act. Full compliance with these policies is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy and HIPAA among subordinates.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Director of Nursing/Administrator.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DIRECTOR OF STAFF DEVELOPMENT  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 13, 2015

Exempt \_\_\_\_\_ Non-exempt   X  

I. JOB SUMMARY

The Director of Staff Development conducts, coordinates, and administers training for nursing and facility staff in the form of orientations, in-service training, and pre-certification training as indicated. This position keeps abreast of regulations pertaining to state and federal requirements and conducts and coordinates the nursing preceptor program. He/She also provides topical and current in-service educational programs, maintains all records related to education and training in the facility, and possesses the role of Infection Control Preventionist.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Orientation

- A. Coordinates nursing orientation for all SNF nursing staff/support staff.
- B. Coordinates the nursing preceptor program.
- C. Initiates and implements instructional programs for all staff.

- D. Maintains record-keeping requirements as required by Title XXII and federal regulations.
- E. Is the primary lead person in the interview/selection panel process for the facility.

#### In-service Education

- A. Maintains in-service attendance records for all staff as required.
- B. Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.

#### Infection Control

- A. Acts as the Infection Control Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of residents and employees.
- B. Coordinates the Hepatitis B program.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to one year of experience planning, implementing and evaluating educational programs in nursing. One year recent supervisory experience.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**Director of Staff Development**  
**COMPETENCY CHECKLIST**

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates an understanding of the Eskaton Hiring Process (reference checks, pre/post employment issues)				
Demonstrates the ability to administer and read a PPD TB test.				
Demonstrates the ability to create orientation program for CNA.				
Demonstrates the ability to create a continuing educational program including three month calendar.				
Demonstrates the ability to create a lesson plan with all the necessary components.				
Demonstrates ability to design fire and disaster drills.				
Demonstrates the ability to post inservices for all employees.				
Is able to demonstrate appropriate use of safety equipment and body mechanic training to others employees.				
Demonstrates the ability to present an inservice, (start and finish on time, follow the lesson plan, evaluate process).				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Director of Staff DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_  
Development - RN

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Coordinates nursing orientation for all SNF nursing staff/support staff.				
Coordinates the nursing preceptor program.				
Initiates and implements instructional programs for all staff.				
Maintains record-keeping requirements as required by Title XXII and federal regulations.				
Is the primary lead person in the interview/selection panel process for the facility.				
Maintains in-service attendance records for all staff as required.				
Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Acts as the Infection Control designee responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.				
Coordinates the Hepatitis B program.				
Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.





Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
REGISTERED NURSE - CHARGE  
15-23  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: June 23, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Registered Nurse - Charge ensures skilled nursing care to residents in the community which includes: direct resident care, conferring with other departments, utilizing resource materials as needed, participation in case conferences and staff meetings, completing paperwork in a timely manner, conferring and meeting with physicians, maintaining discharge planners and other community resources as needed or directed.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Manager  
Workers supervised: Licensed Vocational Nurses, Certified Nurse Assistants, and others as directed by the Director of Nursing  
Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Comprehensive Nursing Care

- A. Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.
- B. Is responsible for the overall coordination of nursing care on the shift that he/she is designated.

- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.
- D. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.
- H. Assists physician in making rounds and assessments of residents.
- I. Coordinates resident care between disciplines.
- J. Is responsible for the overall coordination of nursing care on the shift he/she is designated.
- K. Administers IV therapy as required.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the community.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports

## Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

## Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

## HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

## Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

## Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.

- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program or diploma school of nursing or an associate degree nursing program. Valid California registered nursing license. Current CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: 6/23/04  
Terrie Beck  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

Community _____ Employee _____ Date Of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b>Cardiac Assessment</b>				
– Assesses Pulse Rates: – Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b>Respiratory</b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of: – Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b>Gastrointestinal/Genitourinary</b>				
– Completes Abdominal Assessment – Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt: – Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b>Orthopedic Assessment</b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b>Neurologic Assessment</b>				
– Completes Glasgow Scale				
<b>Integumentary Assessment</b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b>Metabolic</b>				
– Demonstrates Diabetic Management – Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management – Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

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

Reviewer’s Signature: \_\_\_\_\_ Date \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: RN Charge DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.				
Is responsible for the overall coordination of nursing care on the shift that he/she is designated.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.				
Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.				
Assists physician in making rounds and assessments of residents.				
Coordinates resident care between disciplines.				
Is responsible for the overall coordination of nursing care on the shift he/she is designated.				
Administers IV therapy as required.				
Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the community.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Responsible for follow-up and completion of consultant reports.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

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Employee Name

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Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DIRECTOR OF STAFF DEVELOPMENT - LVN  
15-27  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 13, 2015

Exempt        \_\_\_\_\_        Non-exempt          X  

I.    JOB SUMMARY

The Director of Staff Development conducts, coordinates, and administers training for nursing and facility staff in the form of orientations, in-service training, and pre-certification training as indicated. This position keeps abreast of regulations pertaining to state and federal requirements and conducts and coordinates the nursing preceptor program. He/She also provides topical and current in-service educational programs, maintains all records related to education and training in the facility, and possesses the role of Infection Control Preventionist.

II.   JOB RELATIONSHIPS

Responsible to:            Executive Director

Workers supervised:      No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships:        All staff within the community, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Orientation

- A.    Coordinates nursing orientation for all SNF nursing staff/support staff.
- B.    Coordinates the nursing preceptor program.
- C.    Initiates and implements instructional programs for all staff.

- D. Maintains record-keeping requirements as required by Title XXII and federal regulations.
- E. Is the primary lead person in the interview/selection panel process for the facility.

#### In-service Education

- A. Maintains in-service attendance records for all staff as required.
- B. Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.

#### Infection Control

- A. Acts as the Infection Control Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of residents and employees.
- B. Coordinates the Hepatitis B program.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.



- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to one year of experience planning, implementing and evaluating educational programs in nursing. One year recent supervisory experience.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**Director of Staff Development**  
**COMPETENCY CHECKLIST**

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates an understanding of the Eskaton Hiring Process (reference checks, pre/post employment issues)				
Demonstrates the ability to administer and read a PPD TB test.				
Demonstrates the ability to create orientation program for CNA.				
Demonstrates the ability to create a continuing educational program including three month calendar.				
Demonstrates the ability to create a lesson plan with all the necessary components.				
Demonstrates ability to design fire and disaster drills.				
Demonstrates the ability to post inservices for all employees.				
Is able to demonstrate appropriate use of safety equipment and body mechanic training to others employees.				
Demonstrates the ability to present an inservice, (start and finish on time, follow the lesson plan, evaluate process).				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Director of Staff DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_  
Development - LVN

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Coordinates nursing orientation for all SNF nursing staff/support staff.				
Coordinates the nursing preceptor program.				
Initiates and implements instructional programs for all staff.				
Maintains record-keeping requirements as required by Title XXII and federal regulations.				
Is the primary lead person in the interview/selection panel process for the facility.				
Maintains in-service attendance records for all staff as required.				
Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Acts as the Infection Control designee responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.				
Coordinates the Hepatitis B program.				
Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
LICENSED VOCATIONAL NURSE - CHARGE  
15-31  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing

EFFECTIVE DATE: January 1, 1993

REVISION DATE: June 21, 2004

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Charge Licensed Vocational Nurse provides skilled nursing care to residents, which includes: direct resident care, conferring with other disciplines, utilizing resources materials as needed, and participating in case conferences and staff meetings. This position also completes paperwork in a timely manner, confers and meets with physicians, provides discharge planners, and performs other community tasks as needed or directed.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Manager

Workers supervised: Certified nurse assistants, ward clerk as directed by the Director of Nursing.

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

Comprehensive Nursing Care:

A. Supervises and directs care given to residents by LVN's and CNA's and ensures continuity of care by appropriately directing, coaching and counseling the staff.

B. Coordinates resident care between disciplines.

- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.
- D. Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Assists physicians in making rounds and assessments of residents.
- H. Administer IV therapy within the scope of practice.
- I. Evaluates nursing care by means of current assessment tools.
- J. Reports diagnostic data and incorporates it into the plan of care.
- K. Assists in providing resident and family teaching and training.

#### Documentation

- A. Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the community.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.

- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.
- D. Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Case Management

- A. Communicates information regarding residents at team meetings, and coordinates care provided to the residents.
- B. Establishes short and long term goals for total resident care and management.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.

- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Valid California Licensed Vocational Nursing certificate. CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses additional knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and able to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: 6/21/04  
Terrie Beck  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee</b> _____ <b>Date Of Hire</b> _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates:				
– Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of:				
– Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment				
– Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt:				
– Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management				
– Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management				
– Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

03-05-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: LVN Charge DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVNs and CNAs and ensures continuity of care by appropriately directing, coaching and counseling the staff.				
Coordinates resident care between disciplines.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.				
Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				
Assists physicians in making rounds and assessments of residents.				
Administer IV therapy within the scope of practice.				
Evaluates nursing care by means of current assessment tools.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Reports diagnostic data and incorporates it into the plan of care.				
Assists in providing resident and family teaching and training.				
Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the community.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.				
Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates information regarding residents at team meetings, and coordinates care provided to the residents.				
Establishes short and long term goals for total resident care and management.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ALZHEIMERS PROGRAM COORDINATOR  
15-38  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Social Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Alzheimer's Coordinator is responsible for planning, organizing, and providing a recreation program for adults with dementia who are enrolled in the program.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers Supervised: Program Aides, student interns, and community volunteers.

Interrelationships: Will Coordinate the recreation program with Activity Director. Will work as part of a multi-disciplinary team. Other staff, volunteers, participants, families.

III. ESSENTIAL JOB FUNCTIONS

Alzheimer's and Recreational Program

- A. Evaluates participants' current leisure time activities, capabilities, and needs.
- B. Writes appropriate goals and objectives geared to maintain participants' social, physical, and intellectual capacities for as long as possible.
- C. Organizes, plans, and provides individual and group activities appropriate for people with different levels of dementia.
- D. Maintains charts on participants as required.

- E. Trains and supervises volunteers.
- F. Sets clear, reasonable expectations and provides thorough orientation and training to new volunteers.
- G. Supports, motivates, and expresses appreciation to volunteers and maintains volunteer satisfaction and high morale.
- H. Resolves problems sensitively and effectively, improving volunteer performance and handling performance problems fairly and appropriately.
- I. Serves as an effective communication link between unit staff and other units. Provides program management and coordinates functions with other units.
- J. Achieves unit objectives and maintains high quality unit work.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.



#### IV. WORK TRAITS

##### Aptitudes:

Possesses the ability to carry out individual treatment planning, to plan, organize, and direct a multifaceted program of individual and group recreational and social activities for individuals with dementia. Is able to teach, train, and supervise staff, to maintain positive relationships with multi-disciplinary staff, participants, families, volunteers/interns, community groups and agencies. Has the ability to understand medical terminology and health-related needs of participants and to utilize information resources. Spanish language ability very helpful.

##### Temperament:

Possesses patience, warmth, flexibility, good team work, and communication skills. Is an individual who is organized, has a sense of humor, is open, shows initiative, and has the ability to function independently. Is able to set limits with participants and interact with them to promote independence.

#### V. QUALIFICATIONS

##### Training/education

Prefer an individual with a BA or training in Recreation/Therapeutic Recreation or Activity Coordinator Certificate (36 hours).

##### Experience

Prefer an individual with previous experience in programming activities for individuals with cognitive impairment. Must have experience if lacking preferred education.

##### Job Knowledge

Possesses knowledge of ADHC philosophy and goals. Has experience in assessing individual's leisure needs, writing goals and objectives, and planning/leading recreation programs. Needs to have an understanding the roles of volunteers and interns in programs with a knowledge of adjunct therapies. Finally, this position must have a basic knowledge of medical problems (both physical and psychological), and a knowledge of the types of dementias in particular.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck  
Human Resources

DATE: 5/1/04

## Alzheimer's Program Coordinator

### COMPETENCY CHECKLIST

<b>Facility: Eskaton Care Center Fair Oaks</b> <b>Employee: _____</b> <b>Date of Hire _____</b>	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Assesses potential residents for admission to C Wing based on established criteria.				
Administers the Mini Mental State Exam to potential C Wing residents.				
Develops monthly unit Activity schedule.				
Leads unit activities.				
Hires, trains, and carries out all supervisory duties for Alzheimer's Program Asst(s).				
Participates in Unit IDT Meetings serving in both the Activities and Social Services roles.				
Writes initial assessments on unit residents for both Activities and Social Services.				
Writes incidental progress notes as needed.				
Serves as unit social worker:				

<ul style="list-style-type: none"> <li>*Meets residents needs for clothing and shoes; vision, hearing and dental services</li> <li>*Involves Ombudsman as needed</li> <li>*Relates to and supports family members</li> <li>*Handles Theft and Loss, and Grievances</li> <li>*Identifies and intervenes in residents emotional issues</li> </ul>				
<p>Trains staff in appropriate approaches to demented persons—either directly or by facilitating educational experiences taught by other providers.</p>				
<p>Facilitates unit “Task Force.”</p>				
<p>Facilitates Support Group for unit families.</p>				

**Signature:** \_\_\_\_\_

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

**Reviewer’s Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Alzheimer's Program DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

Coordinator

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Evaluates participants' current leisure time activities, capabilities, and needs.				
Writes appropriate goals and objectives geared to maintain participants' social, physical, and intellectual capacities for as long as possible.				
Organizes, plans, and provides individual and group activities appropriate for people with different levels of dementia.				
Maintains charts on participants as required.				
Trains and supervises volunteers.				
Sets clear, reasonable expectations and provides thorough orientation and training to new volunteers.				
Supports, motivates, and expresses appreciation to volunteers and maintains volunteer satisfaction and high morale.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Resolves problems sensitively and effectively, improving volunteer performance and handling performance problems fairly and appropriately.				
Serves as an effective communication link between unit staff and other units. Provides program management and coordinates functions with other units.				
Achieves unit objectives and maintains high quality unit work.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CENTRAL SUPPLY CLERK  
15-59  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 1, 2013

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Central Supply Clerk provides for and maintains central supply inventory and verification of patient charges to accounts receivable, and provides clerical assistance to both nursing and administration and provides as needed support to nursing administration.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: All staff with the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Inventory:

- A. Provides inventory of central supply items.
- B. Stickers all central supply items with charge stickers.
- C. Stocks the main CS storage area as well as all nursing stations.
- D. Follows up on all patient chargeable items to verify they were charged for.
- E. Tracks the coming and going of all durable medical equipment.
- F. Tracks and maintains appropriate inventory of oxygen.
- G. Checks physicians orders for: oxygen and catheters in order to assure items were charged and adequate supplies are in stock based on need.
- H. Pulls charge sheets weekly for corporate office.

### Clerical

- A. Greets the public as necessary.
- B. Performs any other tasks deemed necessary by the supervisor.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give direction to those visiting or calling the facility.

Temperaments:

Requires patience and tact in order to receive, relay and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education

High School Graduate or GED.

Training

One year of recent experience as a secretary and knowledge of personal computers and applicable software packages.

Knowledge and Abilities:

A working knowledge of a calculator and typewriter.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 04/23/04

Human Resources

ESKATON  
CERTIFIED NURSES ASSISTANT  
15-74  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        June 21, 2004

Exempt           \_\_\_\_\_           Non-exempt           \_\_\_\_\_   X  

I.    JOB SUMMARY

The Certified Nurses Assistant provides personal care, nursing assistance, and other assigned tasks to residents. This position provides direct resident care, assists in daily living activities, provides resident documentation and evaluation. Duties and assignments may be adjusted at the discretion of the supervising nurse or the Director of Nursing based on the evaluation of the resident's needs.

II.   JOB SUMMARY

Responsible to:           Director of Nursing and/or appropriate nursing supervisor.  
Workers supervised:       None.  
Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Direct Resident Care

- A.    Provides or assists residents in bathing/showering for thorough cleanliness and hygiene. Also provides or assists with grooming and hygiene of residents (i.e. shaving, oral hygiene, cleaning, trimming finger/toenails) in a safe and thorough manner on a daily basis.
- B.    Makes beds, straightens rooms, and keeps resident care areas in an organized manner.
- C.    Assists residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.



- D. Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.
- E. Demonstrates ability to assist with toileting in a safe and thorough manner, as indicated in residents plan of care.
- F. Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and the individuals providing care.
- G. Takes and records temperature, pulse, blood pressure, and respiration's as required.
- H. Assists residents with simple range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.
- J. Makes rounds to ensure residents' safety, comfort, medical attention every hour or as required by the patient.
- K. Collects specimens as directed.
- L. Completes the weighing of each resident as required.
- M. Sets up meal tray and assists with feeding as necessary. Assesses for choking and responds appropriately.
- N. Participates in development of residents' plan of care and follows current plan of care.
- O. Promptly reports a change in conditions of residents.
- P. Demonstrates knowledge of universal precautions and proper use of gloves, gowns, masks, eye protection and linen handling.

## Documentation

- A. Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B & B sheets, meal percentages, I & O's, etc.).
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

## Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

## HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

## Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

## Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Ability to maintain a positive, stable disposition while working in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduation or G.E.D., preferred. Possession of a valid California Certified Nurse Assistant certification. Proficient ability to communicate orally and in writing.

Training and Experience:

Six months experience in providing personal care in a long term care facility preferred.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing facility, and has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, and to share information freely. Is able to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 6/21/04  
Human Resources

## CNA COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates proper techniques in: Emptying foley cath bags Measuring output Positioning cath and drainage tubing				
Demonstrates how to bathe and groom residents while maintaining dignity .				
Demonstrates proper use of equipment: Tubs Lifts Scales				
Provides oral care for residents with: Natural teeth Dentures Edentulous				
Demonstrates active and passive ROM.				
Is able to demonstrate the following on a dependent resident: Log rolling Side Lying Prone Sitting				
Uses gait belt and back support correctly during transfers.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

03/05/02

# EVALUATION AND DEVELOPMENT PLAN

(With skills check criteria)

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ DATE OF EVAL: \_\_\_\_\_

POSITION: **Certified Nurses Aide**

90 day evaluation
  Annual
  Other

## ESSENTIAL JOB FUNCTIONS - DIRECT RESIDENT CARE

**Provides or assists in bathing or showering for thorough cleanliness and hygiene of residents.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Baths/showers completed</i>	
<i>Grooming/Hygiene</i>	
<i>Odor free/incontinent care/pericare</i>	
<i>Face, eyes, hands clean</i>	
<i>Glasses clean – labeled</i>	

Comments:

**Demonstrates the ability to don and remove personal and protective equipment.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Gloves</i>	
<i>Gown</i>	
<i>Mask</i>	
<i>Goggles/face shield</i>	

Comments:

**Demonstrates ability to provide oral care, shaving and toileting in a safe and thorough manner.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Oral care</i>	
<i>Toileting</i>	

Comments:

**Makes beds, straightens rooms and keeps resident care areas in an organized manner.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Call light in place</i>	
<i>Bedside equipment stored properly</i>	
<i>Room clean, tidy and free of odor</i>	
<i>Drawers and closet neat</i>	
<i>Beds made neatly and in proper alignment</i>	
<i>Water pitchers within reach</i>	
<i>Dirty clothing in proper container</i>	

Comments:

**Assist residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Knocks on door before entering room</i>	
<i>Privacy provided for toileting and bathing</i>	
<i>Curtains pulled during personal care</i>	
<i>Properly clothed and covered at all times</i>	

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Comments:

**Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Transfers techniques</i>	
<i>Body mechanics</i>	
<i>Positioning and bed/chair proper body alignment</i>	

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Comments:

**Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and self providing care.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Encouragement of self ADL's</i>	
<i>Proper body mechanics, back support</i>	
<i>Gait belt</i>	
<i>Side rails up</i>	
<i>Spills wiped up</i>	
<i>Observation of unsafe conditions</i>	
<i>Placement of foley and feeding tubes</i>	

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Comments:

**Takes and records temperature, pulse, blood pressure and respirations as required.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Accurate BP</i>	
<i>Accurate pulse</i>	
<i>Accurate temperature</i>	
<i>Accurate respirations</i>	
<i>Timely reporting</i>	

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Comments:

**Makes rounds to ensure residents' safety, comfort, medical attention every hour or as required by the patient.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

**Assists residents with simple range of motion or other exercises as directed by nurse or therapist and ambulates resident safely according to his/her level.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ROM</i>	
<i>Ambulation</i>	
<i>Use of mechanical devices</i>	

BELOW	MEETS	EXCEED

Comments:

**Applies adaptive devices as ordered by the appropriate supervising nurse.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Handrails, mitts, adaptive devices</i>	
<i>Lap trays</i>	
<i>Use of pressure reducing equipment</i>	
<i>Restraints applied properly</i>	

BELOW	MEETS	EXCEED

Comments:

**Collects specimens as directed.**

BELOW	MEETS	EXCEED

Comments:

**Completes weights for each resident as required.**

BELOW	MEETS	EXCEED

Comments:

**Sets up meal and tray and assists with feeding as necessary. Assesses for choking and responds appropriately.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Trays passes timely</i>	
<i>Positioned appropriately</i>	
<i>Tray prepared as needed</i>	
<i>Correct percentage recorded</i>	
<i>Uses/suggests assistive devices</i>	
<i>Serves nourishment</i>	
<i>Offers additional fluids as needed</i>	
<i>Checks ID band</i>	

BELOW	MEETS	EXCEED

Comments:



## DOCUMENTATION

Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B&B sheets, meal %'s, I&O's, etc...).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ADL charting complete</i>	
<i>I&amp;O documented accurately, timely</i>	
<i>B&amp;B flow sheets</i>	
<i>Meal percentages</i>	

BELOW	MEETS	EXCEED

Comments:

Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Takes meals as assigned and clock in/out</i>	

BELOW	MEETS	EXCEED

Comments:

Submits required documentation which consistently meets guidelines within the time frames established by the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

BELOW	MEETS	EXCEED

Comments:

Follows documentation procedures as required by the Title XXII and ORBA regulations. Uses accurate medical terminology.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Signature and title</i>	
<i>Late charting completed in a timely manner</i>	

BELOW	MEETS	EXCEED

Comments:

## INTERPERSONAL RELATIONSHIPS AND COMMUNICATION

Reports changes in resident condition to the supervising nurse and/or Director of Nurses immediately (i.e., changes in skin conditions, urinary changes, etc.).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Observations reported</i>	
<i>Reports changes in residents condition</i>	

BELOW	MEETS	EXCEED

Comments:

**Communicates at the appropriate level with residents who may have varied mental capacities.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Communicates with residents with cognitive difficulties</i>	

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Comments:

**Participates in staff meetings and care conferences as scheduled and participates in training opportunities when appropriate.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Meets in-service requirements</i>	
<i>Available for shift report in proper attire</i>	
<i>Available for rounds</i>	

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Comments:

**Seeks direction in unfamiliar situations.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

**Handles confidential information appropriately.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Handles confidential information appropriately</i>	

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Comments:

**Demonstrates flexibility with changing work demands.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

<b>MISCELLANEOUS</b>
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**Is friendly and courteous to resident and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to make things better.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Addresses residents with respect and dignity</i>	
<i>Responds in caring and courteous manner</i>	
<i>Telephone courtesy</i>	
<i>Answers call bells within 5 minutes</i>	

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Comments:

**Maintains attendance as outlined in policy.**

BELOW    MEETS    EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Reports to work on time</i>	
<i>Follows "Call-in" procedures</i>	

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Comments:

**Wears prescribed uniform and follows prescribed dress code. Maintains professional image to the public and residents.**

BELOW    MEETS    EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Name tag</i>	
<i>Proper dress code</i>	
<i>Back support</i>	
<i>Gait belt</i>	
<i>Proper foot wear</i>	

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Comments:

**Assists the department when required in other duties and tasks when asked.**

BELOW    MEETS    EXCEED

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Comments:

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RESTORATIVE AIDE  
15-94  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 27, 2004

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The Restorative Aide provides personal care, nursing assistance and other assigned tasks for residents. The Restorative Aide's responsibilities include direct resident care, assisting in the residents' daily living activities, and providing resident documentation and evaluation. Duties and assignments may be adjusted at the discretion of the supervising nurse or the Director of Nursing based on the evaluation of the resident's needs.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing and/or appropriate nursing supervisor.

Workers supervised: None.

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Direct Resident Care:

- A. Takes resident's vital signs, documents them appropriately and recognizes abnormalities.
- B. Promotes independence in resident care as appropriate and demonstrates awareness of safety for both resident and individuals providing care. Must demonstrate proper transfer and lifting techniques.

- C. Assists with appropriate range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.
- D. Assists resident with bed mobility techniques, ambulation techniques, and the use of assistive devices.
- E. Assists residents with balance/standing activities.
- F. Assists with the feeding as necessary. Assess for choking and responds appropriately.
- G. Maintains an accurate inventory of medical equipment/devices for residents. Ensures equipment is in good repair and calls for maintenance on broken equipment.
- H. Assists resident in dressing when needed and demonstrates concern for individuals' privacy in providing resident care.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.

#### Documentation

- A. Documents progress/lower progression in ADL/ROM/transfer abilities, completes weekly summaries, communicates progression with therapist/nurses.
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.



### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.

- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff residents, and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

High school graduation or G.E.D. preferred. Proficient ability to communicate orally and in writing in the English language.

##### Training and Experience:

Six months experience in providing personal care in a long term care setting preferred. Valid/current first aid certification.

##### Knowledge and Abilities:

Must have knowledge in performing personal care services and restorative aide services in a residential environment, with the ability to meet new and/or stressful situations with the appropriate responses. Must also be able to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and be able to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**Restorative Nursing Assistant  
Lead Health Care Assistant**

**COMPETENCY CHECKLIST**

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates the ability to bathe and groom residents while maintaining dignity.				
Demonstrates proper use of equipment: <ul style="list-style-type: none"> <li>• Tubs</li> <li>• Van Lift</li> <li>• Scales</li> </ul>				
Provides oral care for residents with: <ul style="list-style-type: none"> <li>• Natural teeth</li> <li>• Dentures</li> <li>• Edentulous</li> </ul>				
Demonstrates active and passive ROM.				
Is able to demonstrate the proper technique in: <ul style="list-style-type: none"> <li>• Emergency Response</li> <li>• First Aid</li> </ul>				
Uses proper technique in: <ul style="list-style-type: none"> <li>• Transcribing orders</li> <li>• Documenting in residents' chart</li> <li>• Communicating in resident log.</li> </ul>				
Coordinates staffing ratio to ensure adequate coverage of the shift.				
Demonstrates ability to assign shift duties, and follow up to ensure quality and consistency in SNF.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Restorative Aide DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Takes resident's vital signs, documents them appropriately and recognizes abnormalities.				
Promotes independence in resident care as appropriate and demonstrates awareness of safety for both resident and individuals providing care. Must demonstrate proper transfer and lifting techniques.				
Assists with appropriate range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.				
Assists resident with bed mobility techniques, ambulation techniques, and the use of assistive devices.				
Assists residents with balance/standing activities.				
Assists with the feeding as necessary. Assess for choking and responds appropriately.				
Maintains an accurate inventory of medical equipment/devices for residents. Ensures equipment is in good repair and calls for maintenance on broken equipment.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists resident in dressing when needed and demonstrates concern for individuals' privacy in providing resident care.				
Applies medical or adaptive devices as ordered by the appropriate supervising nurse.				
Documents progress/lower progression in ADL/ROM /transfer abilities, completes weekly summaries, communicates progression with therapist/nurses.				
Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.				
Submits required documentation which consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CARE COMPANION  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing

EFFECTIVE DATE: June 22, 2006

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Care Companion provides companion care which can include reading, visiting and taking walks.

II. JOB RELATIONSHIPS

Responsible to: Nursing Supervisor

Workers Supervised: None.

Interrelationships: Client, family member, co-worker, licensed personnel.

III. RESPONSIBILITIES

Patient Services

- A. Provides stand-by assistance to patient while the patient performs self-care hygiene.
- B. Straightens room and keeps resident care area in an organized manner.
- C. Promotes independence with personal care as instructed by Supervisor and demonstrates awareness of safety of both patient and self.
- D. Safety awareness- will keep visual eye contact with resident while ambulating through facility and outside.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a

condition of employment with Eskaton.

- B. As an employee of Eskaton, Fully complies with all provisions in the Health Insurance Portability and Accessibility Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to patient in a timely manner
- B. Takes the initiative to resolve patient concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.
- D. Reports changes in patient condition.
- E. Seeks direction in unfamiliar situations.
- F. Demonstrates courtesy, effectiveness, and discretion in dealing with agency personnel and the public, and handles confidential information appropriately.
- G. Demonstrates flexibility with changing work demands and is punctual and reliable in attendance.

#### Teamwork

- A. Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the agency and with other Eskaton programs.

## Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the Program Manager.
- E. Follows prescribed dress code and maintains a professional image to the public and patients.
- F. Medical activities: check vital signs, document average meal percentage, check resident arm ID bands, answer call lights and complete I&O sheets.
- G. Personal service activities: pass ice water, pass nourishments, feed residents, shave residents, assist with resident grooming, pass and/or pick up meal trays, clean and polish fingernails, mark dentures, glasses and hearing aids with ID labels, check drawer for toothpaste/brush and hairbrush, answer phones and relay messages and prepare rooms for new admissions.
- H. Cleaning activities: Clean dentures/brush teeth, clean eyeglasses, clean nurse's station, clean drawers/closets (check labeling), clean bed pans, clean resident table tray and check bathrooms/showers for cleanliness.

## IV. WORK TRAITS

### Aptitude:

Ability to understand meaning of words and ideas associated with them, to follow directions and to communicate clearly, both verbally as well as written.

### Temperament:

Ability to manage a variety of duties often characterized by frequent change.

## V. QUALIFICATIONS

### Education:

High School graduate or G.E.D. preferred.

Training and Experience:

Prefer at least six month of care companion experience.

Knowledge and Abilities:

Knowledge in performing care companion services in the home environment; ability to meet new and/or stressful situations with the appropriate responses; ability to work effectively as part of a home care team, to share information freely, to use and seek supervision and consultation verbally and in writing, and be able to follow both verbal and written instructions.

Other:

Possession of a valid California driver's license to an operating automobile, and at least minimum coverage of car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE 6/22/06  
Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Care Companion DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Provides stand-by assistance to patient while the patient performs self-care hygiene.				
Straightens room and keeps resident care area in an organized manner.				
Promotes independence in patient care as instructed by Supervisor and demonstrates awareness of safety of both patient and self.				
Safety awareness- will keep visual eye contact with resident while ambulating through facility and outside.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy and the Health Insurance Portability and Accessibility Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to patient in a timely manner.				
Takes the initiative to resolve patient concerns or confirms that the appropriate party resolves the concerns.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Makes referrals to the appropriate supervisor of patient's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Reports changes in patient condition.				
Seeks direction in unfamiliar situations.				
Demonstrates courtesy, effectiveness, and discretion in dealing with agency personnel and the public, and handles confidential information appropriately.				
Demonstrates flexibility with changing work demands and is punctual and reliable in attendance.				
Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the agency and with other Eskaton programs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the Nursing Supervisor.				
Follows prescribed dress code and maintains a professional image to the public and patients.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CENTRAL SUPPLY/STAFFING COORDINATOR  
11-7F  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        May 17, 2006

Exempt           \_\_\_\_\_           Non-exempt           \_\_\_\_\_ X

I.    JOB SUMMARY

The Central Supply/Staffing Coordinator orders, stocks, labels and maintains appropriate levels of supplies for the nursing department. This position is also responsible for scheduling RNs, LVNs and CNAs for the nursing department.

II.   JOB RELATIONSHIPS

Responsible to:        Director of Nursing  
Workers supervised:   None  
Interrelationships:     All staff within the facility, vendors, residents and visitors.

III.  ESSENTIAL JOB FUNCTIONS

Central Supply:

- A.   Maintains an inventory of nursing supplies including but not limited to over the counter (OTC) medications, minor medical equipment and supplies and durable medical equipment (DME) provided by HMOs or other providers.
- B.   Labels all central supply items.
- C.   Stocks the main nursing supply storage area as well as the nursing station, utility room and other areas as requested.
- D.   Assists Business Office Manager in collection of month end charges.
- E.   Orders durable medical equipment as required by nursing department.
- F.   Tracks and maintains inventory of oxygen. Provides a monthly report of oxygen usage to the Director of Nursing.

- G. Reconciles, no less than bi-monthly, physicians orders for: oxygen, catheters, accuchecks and bladder scans in order to assure items were charged and adequate supplies are in stock.
- H. Reviews all supply invoices, compares them to orders and packing slips, codes and then forwards them to Director of Nursing for approval.
- I. Collects diabetic charges and sends them to the Corporate Office two times per month.
- J. Checks emergency carts daily to ensure they are ready for use at all times.

#### Staffing:

- A. Prepares the monthly nursing schedule one month in advance for all RNs, LVNs, and CNAs.
- B. Coordinates with the Director of Nursing or designee the approval/denial of all requests for time-off for the nursing staff.
- C. Reviews any registry invoices to ensure accuracy, codes invoices and submits for timely approval by Director of Nursing.
- D. Is responsible for registry requests to fill shifts once approval has been received from Administrator/Director of Nursing.
- E. Is responsible for completing and posting the Nursing Hour Report.

#### Clerical

- A. Performs any clerical tasks deemed necessary by the supervisor.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

### IV. WORK TRAITS

#### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to



effectively communicate and give direction to those visiting or calling the facility.

Temperaments:

Requires patience and tact in order to receive, relay and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education

High School Graduate or GED.

Training

One year of recent experience in central supply and one year recent experience in staffing.

Knowledge and Abilities:

A working knowledge of durable medical equipment and central supply items. Must be familiar with personal computers and applicable software.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/17/06

Human Resources

**Central Supply/Staffing Coordinator  
COMPETENCY CHECKLIST**

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria</b> <b>Met</b>		<b>Date &amp;</b> <b>Initial of</b> <b>Reviewer</b>	<b>Comments,</b> <b>Training Needs</b>
	Yes	No		
Stocks the main nursing supply storage area.				
Collects month end charges.				
Orders durable medical equipment.				
Tracks and maintains oxygen.				
Reconciles physician's orders for: oxygen, catheters, accuchecks and bladder scans.				
Reviews all supply invoices.				
Collects diabetic charges.				
Checks emergency carts daily				
Prepares the monthly nursing schedule.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

5/19/06

EMPLOYEE EVALUATION AND DEVELOPMENT PLAN

NAME:

DATE HIRED:

PERIOD OF EVALUATION:

POSITION: Central Supply Clerk

DATE OF LAST EVALUATION:

DATE OF THIS EVALUATION:

Staffing Coordinator

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
GENERAL:				
Maintains an inventory of nursing supplies including but not limited to over the counter (OTC) medications, minor medical equipment and supplies and durable medical equipment (DME) provided by HMO's or other providers.				
Labels all central supply items with bar codes.				
Stocks the main nursing supply storage area as well as the nursing station, utility room and other areas as requested.				
Assists Business Office Manager in collection of month end charges				
Orders durable medical equipment as required by nursing department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Tracks and maintains inventory of oxygen. Provides a monthly report of oxygen usage to the Director of Nursing.				
Reconciles, no less than bi-monthly, physicians orders for: oxygen, catheters, accuchecks and bladder scans in order to assure items were charged and adequate supplies are in stock.				
Reviews all supply invoices, compares them to orders and packing slips, codes and then forwards them to Director of Nursing for approval.				
Collects diabetic charges and sends them to the Corporate Office two times per month.				
Checks emergency carts daily to ensure they are ready for use at all times.				
Prepares the monthly nursing schedule one month in advance for all RNs, LVNs and CNAs.				
Coordinates with the Director of Nursing or designee the approval/denial of all requests for time-off for the nursing staff.				
Reviews any registry invoices to ensure accuracy, codes invoices and submits for timely approval by Director of Nursing.				
Is responsible for registry requests to fill shifts once approval has been received from Administrator/Director of Nursing.				
Is responsible for completing and posting the Nursing Hour Report.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs any clerical tasks deemed necessary by the supervisor.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If “Yes”, have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

**POSITION TITLE:** *DIRECTOR OF NURSING  
Eskaton Care Center  
Fair Oaks*

**Date:** May 1, 1998  
**Revised:** August 20, 2021

**INCUMBENT:**

**APPROVALS:**

\_\_\_\_\_  
Incumbent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President Operations and COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
President and Chief Executive Officer

\_\_\_\_\_  
Date

**POSITION PURPOSE**

This exempt, managerial position is responsible for providing quality healthcare services to all residents of the facility.

**NATURE AND SCOPE**

This position is responsible for the overall administration and management of nursing services; planning, organizing, developing and implementing quality nursing service programs; for the ongoing professional development of licensed and non-licensed staff; and maintaining compliance with CDPHS licensing guidelines. Ability to maintain excellent interpersonal relations with internal staff and external vendors.

Reporting Relationship:

This position reports directly to the Assistant Executive Director of the community.

Subordinate Positions: Licensed Nursing Staff

Supervision of Charge Nurses, MDS Coordinator, Director of Staff Development, Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, Restorative Nursing Aides, and appropriate support staff.

Interrelationships:

Works as a team with other key department heads and staff, consultants, vendors and families.

**PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

Creating the Vision:

A. Ensures the mission, strategic plan, and implementation of the plan for the nursing

- department are accomplished.
- B. Identifies and focuses on “critical success factors” in nursing.

Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- B. Focuses on service and quality in all aspects of the operation.

Leads by Example:

- A. Responsible, with other members of the facility, for the success of the overall corporation.
- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.
- E. Completes Clinical Competency courses and ensures annual competency checklists are completed for all nursing staff.

Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the department.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group’s goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the nursing team.
- B. Is able to create an attitude of excellence in an organizational unit.
- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.
- B. Manages by “walking around”. Administers an “open door” policy.

Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives, and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.
- E. Consider the bigger picture in regard to the impact on other parts of Eskaton and external customers when solving problems.

Operational Effectiveness:

- A. Initiates, develops, implements and maintains policies, programs, and systems to assure that resident care is of the highest quality.
- B. Develops, implements and monitors staffing systems (which reduce registry usage and overtime) and monitors nursing budget to ensure effective and efficient use of financial and human resources.
- C. In consultation with the Quality & Compliance Team, analyzes current nursing programs. Develops and implements new programs which meet the needs of the residents and are on line with Eskaton’s long range goals and objectives.
- D. Sets criteria and assures that the care plans are established for each resident and that the plan is reviewed and modified as needed. In consult with the Inter-Disciplinary Team ensures that the overall care and treatment for the resident is

appropriate.

- E. Responsible for making daily rounds to see residents to ensure maximum quality care and to ascertain need for additional or modified service. Assures adequate 24-hour nursing coverage in the community each day. Designates a responsible licensed nurse to be in charge of the nursing services during the absence of the Director of Nursing.
- F. Maintains contact with physicians as necessary according to residents' needs. Maintains an excellent working relationship with major health systems where Eskaton has contracts and for good public relations.
- G. Assures that policies and procedures are adhered to and are compliant with local, state and federal requirements.
- H. Coordinates nursing services with other patient care personnel such as the interdisciplinary team and internal and external services for continuity of care, including participation in the admission and discharge planning process for care center residents.
- I. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.
- J. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- K. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- L. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.
- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.
- N. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.
- O. Anticipate staffing needs and proactively schedule interviews, recruit and hire licensed staff to maintain and adequate number of licensed staff for the work needed on the floor in the care center.

- P. Set and maintain the daily schedule for licensed nurses to ensure proper staffing to meet the needs of the residents as well as ensuring that state and federal requirements are met for nursing staff. This includes monitoring for call-offs/ no shows and working with staff to find replacement staff in a timely manner.

## **CONTROLS AND FREEDOM TO ACT**

The Director of Nursing has the authority within the approved budget and policies for the efficient, effective operations of the nursing services and to organize staff and to recruit, hire, develop, and conduct performance evaluations and terminate nursing department employees and to manage the nursing operation effectively.

## **MAJOR CHALLENGES**

Directing the nursing services to ensure quality healthcare to residents. Developing team effectiveness by hiring, training and developing competent staff members. Meeting all local, state and federal regulations in nursing services. Maintaining and developing excellent working relations with referring agencies.

## **PRINCIPAL CONTACTS**

### Internal

Eskaton President and Chief Executive Officer, Vice President Operations/COO, Senior Management Team, other executives, Executive Directors, consultants, department heads, community staff, and Eskaton Administrative Center staff.

### External

External contacts include state licensing agencies, federal, state, and local regulatory agencies, vendors, various community services, physicians, and family members; contracted HMO payers. Membership in appropriate and professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### Knowledge, Skills, and Abilities

This position requires a minimum of three years in administrative or nursing management in a relevant role. Current knowledge of federal, state, and local regulations related to all levels of skilled nursing healthcare; requires keeping abreast of current trends and new developments in nursing and healthcare administration.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees and outside contacts; requires effective managerial and

inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands.

### Education

A graduate of an accredited registered program, bachelor's degree preferred. Has a valid California RN license.

### **PHYSICAL EFFORT AND WORKING CONDITIONS**

Hours of duty may be long and irregular, including some evening and weekends.

May be exposed to potentially dangerous chemicals.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

ESKATON  
INFECTION PREVENTIONIST  
JOB LOCATION

DEPARTMENT: NURSING

EFFECTIVE DATE: 9/22/21

REVISION DATE: 09/22/21

Exempt \_\_\_\_\_

Non-exempt \_\_\_\_\_ x

I. JOB SUMMARY

The infection preventionist plans, develops, organizes, implements, evaluates, coordinates, and directs the infection prevention and control program in accordance with current rules, regulations, and guidelines that govern such requirements in the long-term care facility. This position keeps abreast of current CDC, OSHA, CMS, CDPH and local regulations concerning infection prevention and control practices and guidelines. He or she will provide relevant education or training to new and current employees and will lead the antibiotic stewardship program. The infection preventionist has the autonomy to make recommendations and implement facility policies to support infection prevention and control adherence. This is a Full Time position- may be divided between two employees so long as the combined work hours equal 40.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by the Director of Nursing.

Interrelationships: All staff within the facility, vendors, residents and visitors.

II. ESSENTIAL JOB FUNCTIONS

A. Infection Prevention and Control Program Management

1. Infection prevention program



- i. Consult in the development and implementation of the infection prevention program in accordance with current rules, regulations and guidelines that govern such requirements in the long term care facility.
  - ii. Ensures the facility is in compliance with current CDC, OSHA and local regulations concerning infection control practices.
  - iii. Evaluate the effectiveness of the IP program and modify as needed.
  - iv. Provides reports (oral or written) or recommendations to the Executive Director and/or Director of Nursing concerning the infection control program of the facility.
  - v. Prepares and reports on monthly summaries of all residents/personnel infections, corrective actions taken and the results of the corrective action. Provides copies to facility leadership as part of the QA meeting.
  - vi. Actively participate on the IPC committee.
2. Surveillance
- i. Develop an annual surveillance plan based on the population served, services provided, and analysis of surveillance data.
  - ii. Conduct surveillance using epidemiological principles.
  - iii. Evaluate and modify the surveillance plan as necessary.
3. IPC policies and protocols
- i. Consult in the development and assist with the implementation of IPC policies and protocols.
  - ii. Communicate IPC information and data to various committees within the facility and HCP.

## B. Infection Prevention and Control Education

- 1. Develop IPC training
  - i. Assess learning needs and develop training for SNF residents and HCP.
  - ii. Create educational goals, objectives, and strategies using learning principles and available educational tools and technology.
- 2. Conduct training for SNF residents, HCP, engineering staff, housekeeping staff, food service staff, volunteers, and others who enter the SNF on a regular basis.
- 3. Conduct adherence monitoring to:
  - i. Provide feedback to HCP and reinforce training concepts.
  - ii. Evaluate the effectiveness of educational programs and modify as needed
- 4. Ensures isolation precautions are appropriately carried as required/needed according to the residents' medical condition.

## C. Regulatory Requirements

- 1. Consult in the development and implementation of policies and procedures that meet the criteria below:
  - i. Ensure compliance with regulatory and mandatory reporting requirements at the local, state, and federal levels.
  - ii. Ensure compliance with COVID-19 and other testing requirements
  - iii. Facilitate compliance with regulatory standards among residents and HCP

2. Consult in the modification of policies and procedures as needed to meet the criteria above and/or to incorporate current infection control standards

#### D. Performance Improvement (PI)

1. Use various PI methodologies as a means of enacting change
2. Develop policies and procedures for PI measures
  - i. Consult in the development of policies and procedures that define and investigate PI measures
  - ii. Ensure that resident needs and rights are considered in the development of processes
  - iii. Incorporate IPC process and outcome measures into the Quality Assurance and Performance Improvement (QAPI) program.
  - iv. Modify policies and procedures for PI measures as needed
3. Participate in PI committees, teams, and initiatives as needed

#### E. Occupational Health

1. Provide consultation to occupational health personnel in the following areas:
  - i. Occupational health policies and procedures related to IPC
  - ii. Risk of occupational exposures to infectious disease
  - iii. Rates and trends of occupational exposures
  - iv. Work restrictions and recommendations related to communicable diseases or following an exposure
2. Assist with immunization and screening programs as needed

#### F. Other functions

1. Ensures all HCP receive infection prevention and control training on an annual basis
2. Ensures that antibiotic stewardship program is implemented and coordinates with nursing staff, physicians and pharmacists as needed.
3. Completes the monthly infection control report timely and communicates significant findings with the infection control committee.
4. Works with state or federal surveyors during annual or complaint surveys and provides requested documents and information in a timely manner.
5. Completes 10 hours of continuing education in the field of IPC and stays abreast of current news and training sources through a nationally recognized infection prevention and control association

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### IV. WORK TRAITS

Aptitude: Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperament: Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

##### Training and Experience:

At least one year experience of direct nursing care in acute care or nursing facility is preferred.

It is important that IP have training in fundamental IPC principles to effectively perform the IP duties. Ongoing education is necessary to remain aware of new information, trends, best practices, and to refresh existing knowledge. The designated IP (or both IPs if there are two part-time staff designated) should complete their initial IP training within 90 calendar days of hire. If the IP is an existing SNF employee who was recently designated to this role, initial training should occur within 30 calendar days of designation.

The initial training should include the following topic areas and include a minimum of 14 hours:

- Role of the Infection Preventionist
- Infection Prevention Plan
- Standard, Enhanced Standard, and Transmission-Based Precautions
- Hand Hygiene
- Injection Safety
- HAI Prevention (e.g., Respiratory, BSI, UTI, Scabies, CDI, MDRO)
- Infection Surveillance
- Cleaning, Disinfection, Sterilization, and Environmental Cleaning
- Microbiology
- Outbreaks
- Antibiotic Stewardship
- Laws and Regulations (e.g. reporting requirements)

## Preventing Employee Infections

The IP should complete 10 hours of continuing education in the field of IPC on an annual basis.

### Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and infection prevention and control practices.

### SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
INFECTION PREVENTIONIST / QUALITY ASSURANCE NURSE  
17-20  
Eskaton Care Center

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 2017  
REVISION DATE: N/A

Exempt      \_\_\_\_\_      Non-exempt        X

I. JOB SUMMARY

The Infection Preventionist/Quality Assurance (IP/QA) Nurse conducts activities and maintains all records related to infection surveillance in the community and provides topical and current in-service educational programs related to infection control/prevention and quality improvement. The IP/QA Nurse also demonstrates comprehensive physical assessment skills for initial and follow-up appraisal of resident status through the RAI process and analyzes quality measures with the goal of continuous performance improvement.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

### Infection Control

- A. Acts as the Infection Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of resident infections and employee health.
- B. Coordinates the Antimicrobial Stewardship Program
- C. Coordinates the Hepatitis B program.
- D. Coordinates the Influenza Vaccination Program for residents and employees and assures the community is in compliance with the masking mandate as directed by the county public health department.

### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance/Performance Improvement Program (QAPI). Ensures that program goals and objectives meet the community's standards of excellence and are compliant with state and federal regulations.
- B. Assists the MDS Coordinator as needed with RAI completion.
- C. Tracks and analyzes Quality Measures and Return to Acute data to develop quarterly Performance Improvement Plans in collaboration with the Interdisciplinary Team.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and

Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous



- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

##### Training and Experience:

Two years of recent experience in a long term care facility in addition to recommended one year of experience working with the RAI process and tracking and analyzing quality measures.

One year recent supervisory experience.

Complete the AANAC/MDS certification within 1 year of hire.

Complete the Board of Infection Control & Epidemiology certification exam within 2 years of hire.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and the basics of infection control/prevention and quality assurance/performance improvement

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Human Resources



11. Review student records to ensure that Health Exam and Screening documentation is received and properly filed in student training records.
12. Participate in conferences, seminars, and training sessions to keep abreast of developments in the field' and integrate relevant information into training programs.
13. Confirm that Live Scan clearance has been submitted for students before allowing them to interact with SNF residents.
14. Report deviations from the schedule/curricula to the RN Program Director.
15. Ensure that Student Training Record files are kept secure when class is not in session.
16. Complete Student Training Record files completely and correctly, in accordance with NATP and CDPH policies.
17. Work with students to identify Special Accommodation needs and issues.
18. Identify and counsel students who have not successfully completed the NATP in time for the Graduation Ceremony.
19. Counsel students who have not successfully completed the NATP in writing and explain their option to participate in the Graduation Ceremony.
20. Make arrangements with students who have not successfully completed the NATP to allow them to participate in the Graduation Ceremony.
21. Comply with the provisions of the NATP Policies & Procedures Manual.

#### Required Knowledge/Skills:

##### Education and Training

Knowledge of the principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

English Language - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.

##### Skills:

Speaking - talking to others to convey information effectively Instructing teaching others how to do something

Active Listening - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time

Learning Strategies - selecting and using training/instructional methods and procedures appropriate for the situation when learning/teaching new things.

Reading Comprehension - understanding written sentences and paragraphs in work related documents.

##### Instructor Evaluation:

NA Instructors will receive annual evaluations. The RN Program Director will write the evaluation, and the Administrator will serve as the senior reviewer. The due date for annual evaluations will be July 31 of every calendar year. Factors that may be included in the evaluation include:

1. Instructor evaluations by the students at the conclusion of every class.
2. Percentage of NA Instructor's students passing the state examination for certification.
3. Notes from the Program Director's unannounced and announced visits to the NATP class.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the

use of proper body mechanics and safe work practices; wears appropriate safety gear.

- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

V. QUALIFICATIONS

- Must hold a California RN or LVN License that is active, current and in good standing.
- Must have a minimum 2 years of nursing experience, one (1) year in a long term/skilled nursing facility providing direct patient in addition to one (1) year experience planning, implementing and evaluating educational programs in nursing
- Must have valid California Director of Staff Development certification.
- Must meet the requirements of CCR Title 22, § 71829.
- Must have a valid California Driver’s License, access to a reliable vehicle and current automobile insurance.

VI. PHYSICAL DEMANDS:

- Occasional bending, squatting, reaching and lifting.
- Fine manipulation of repetitive grasping, pushing and pulling.
- Specific vision abilities required by job include distance and peripheral vision.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
Nursing Assistant  
Nursing Assistant Training Program (NATP)

DEPARTMENT: Nursing

EFFECTIVE DATE: August 6, 2020

REVISION DATE: November 10, 2021

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

To gain the practical knowledge of a Nursing Assistant role through classroom theory learning and clinical rotation. Students will learn to address the needs of the whole Patient or Resident while promoting independence and self-care, emphasizing communication, infection control, safety, and clinical nursing. In addition, our goal is to prepare the student for the successful completion of the State Certification Examination and afterwards become an efficient and safe Certified Nursing Assistant.

Eskaton will sponsor selected candidates to attend a community based Nursing Assistant Training Program. Training programs are generally 6 weeks with 2 weeks of classroom training, 3 weeks clinical rotation, and an additional week for test preparation.

II. JOB RELATIONSHIPS

Responsible to: Program Instructor/Program Director

Workers supervised: None

Interrelationships: Direct Care Staff

III. PROGRAM REQUIREMENTS

- A. Our Nursing Assistant program has two required components: the theoretical portion and clinical portion. The 1st portion of our program is comprised of 60 hours of theory and is held at the beginning of our program. The 2nd portion of our program is comprised of 100 hours of clinical experience for a total of 160 hours as required by the California Department of Public Health.
- B. The course content is delivered through lectures and instructor demonstrations exposing students to actual nursing procedures and techniques used. Knowledge

evaluation is continuous throughout our program by the use of test and student demonstration related to the course content presented in lecture.

- C. Once candidates have successfully passed the written and skills testing a letter of employment will be extended to join our team as a NA/CNA. The student must successfully pass the exam within 4 months of program completion.
- D. A promissory note with a commitment of at least one(1) year of employment is required. Failure to meet this obligation may result in initial tuition costs being owed to Eskaton.

## REQUIRED KNOWLEDGE & SKILLS

- A. **English Language** - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.
- B. **Speaking** - talking to others to convey information effectively Instructing teaching others how to do something
- C. **Active Listening** - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time
- D. **Reading Comprehension** - understanding written sentences and paragraphs in work related documents.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and



carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### V. QUALIFICATIONS

- A. High School Diploma, or GED Equivalent
- B. LiveScan Fingerprinting / Criminal Background Check
- C. Valid Government Photo ID (Driver's License, ID Card, Passport, Alien Card)
- D. Social Security Card
- E. Physical Examination
- F. TB Test & Flu Vaccination (State Requirement)
- G. COVID-19 Test

\*Due to the COVID-19 Pandemic, CDPH has waived the medical requirement until the state of emergency is lifted. The nurse assistant shall complete the medical requirements (Physical & Tuberculosis Test) as soon as practicable but no later than 30 days after the expiration of the state of emergency.\* (Title 22 CCR section 71835 (f)) / (HSC sections 1337(b), 1337.2, 1337.6(a)(3), and 1338.5)

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
TREATMENT NURSE  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: NURSING

EFFECTIVE DATE: SEPTEMBER 1, 2018

REVISION DATE:

TITLE CODE: O3

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ x \_\_\_\_\_

I. JOB SUMMARY

To provide wound care and treatments to residents of Eskaton Care Center Fair Oaks in strict accordance with the physician's orders.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Quality & Compliance, physicians, residents and families, and other facility personnel.

III. ESSENTIAL JOB FUNCTIONS

- A. Provides wound care (dressings, cleaning, applying medication) and monitoring for integrity of dressing in-between changes.
- B. Assuring availability of treatment supplies and topical medications (as prescribed by the physician) and procuring supplies to assure adequate inventory of the treatment cart is readily available at all times.
- C. Providing gastrostomy care, including needed dressing changes.

- D. Providing colostomy and urostomy care and dressings as directed by the physician.
- E. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- F. Demonstrates ability to accurately measure wounds and document healing progress.
- G. Demonstrates ability to accurately identify the stages of Pressure Injuries.
- H. Performs skin assessment to accurately identify alterations in skin integrity for all residents within 24 hours of admission. .
- I. Physician notification of alterations in skin integrity and wound status.
- J. Demonstrates the ability to determine and/or recognize if the current treatment is ineffective or inappropriate
- K. Responsible for ensuring that all wounds have appropriate treatment orders.
- L. Provide patient/family education pertaining to wound care.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.

- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the

appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program, diploma school of nursing, or an associate degree nursing program. Valid California Registered Nursing or Licensed Vocational Nursing license. Current CPR certification. Wound Care Certification preferred.

Training and Experience:

One year recent skilled nursing experience preferred. Medical surgical, home health, or wound care experience preferred.

Basic word processing and spreadsheet skills required; excellent written and verbal communication skills

Job Knowledge:

Must have working knowledge of the basic principles of infection control and wound care. Must have demonstrated competence in providing wound care that is sterile and or

aseptic. Must have knowledge and understanding of the special needs of the geriatric client and the geriatric client's skin.

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical observation skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

### SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Teri Tift, Quality and Compliance

ESKATON  
UNIT SECRETARY  
ESKATON CARE CENTER FAIR OAKS

DEPARTMENT: Nursing  
EFFECTIVE DATE: April 1, 1998  
REVISION DATE: November 1, 2013

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Unit Secretary duties include but are not limited to assisting nursing, admitting and medical records clinical tasks. Duties and assignments may vary at the discretion of the Health Information Manager based on evaluation of facility needs.

II. JOB SUMMARY

Responsible to: Health Information Manager

Workers supervised: None.

Interrelationships: - All staff within the facility, vendors, residents and visitors  
- Eskaton Admission Managers  
- Facility medical staff  
- Physicians and ancillary care providers

III. ESSENTIAL JOB FUNCTIONS

Public Relations:

- A. Greets visitors in a courteous and business-like fashion and notifies departments of appointments.
- B. Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.
- C. Receives incoming facility calls promptly; efficiently routes calls to the appropriate department and/or person.

General Duties:



- A. Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.
- B. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- C. Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- D. Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.
- E. Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.
- F. Purges medical records charts within medical records procedural guidelines.
- G. Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.
- H. Performs assigned computer-based tasks and audits.
- I. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- J. Accurately completes all copying and/or distribution requests received.
- K. Schedules and coordinates appointments with medical outside providers.
- L. Processes and files faxes and other written communication from physicians and ancillary services.
- M. Uploads and indexes paperwork and source documents into electronic health record.
- N. Processes documents for mailing to physicians and responsible parties.
- O. Initiates requisition slips for labs, x-ray, and dietary change orders.
- P. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.
- C. Immediately informs the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Complies with established positional dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision (for weeks on end), to adjust to changing caseload and frequent admissions/discharges, and to acquire knowledge to perform additional or complex tasks. Experience with personal computers and related software is preferred.

##### Temperaments:

Has the ability to maintain a positive, stable disposition in performing duties, works in association with staff and residents, and maintains a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

High school graduation or G.E.D., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification preferred.

##### Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care facility unit.

##### Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing facility. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources

## Unit Secretary

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to operate multiline telephone system.				
Demonstrates ability to process admission and discharge procedures.				
Demonstrates ability to schedule resident appointments and transportation.				
Demonstrates ability to inventory and order forms.				
Demonstrates ability to understand telephone order process.				
Proficiency with electronic health record software.				
Demonstrates ability to operate copy/fax machine.				
Demonstrates basic skills for Excel, Word.				
Demonstrate ability to breakdown charts.				
Demonstrate ability to conduct chart audits.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

Location: **Eskaton Care Center Greenhaven**  
Position: **Executive Director**  
Status: **Exempt**  
Incumbent: **Heather Craig**

Date: **October 2, 1995**  
Revised: **March 28, 2006**

Approvals: \_\_\_\_\_  
Incumbent \_\_\_\_\_ Date \_\_\_\_\_  
  
\_\_\_\_\_ Date \_\_\_\_\_  
Sr. Vice President and COO  
  
\_\_\_\_\_ Date \_\_\_\_\_  
President and Chief Executive Officer

I. **JOB SUMMARY**

This position is responsible for planning, developing, organizing, directing, and managing the overall day-to-day operational activities of a skilled nursing care facility to ensure financial viability and quality of care

II. **JOB RELATIONSHIPS**

Responsible to: Sr. Vice President and COO

Workers Supervised: Director of Nursing, Business Office Manager, Director of Staff Development, Manager of Dietary Services, Activity Director, Maintenance Supervisor, Social Service Coordinator, Admissions Coordinator, Case Manager, Housekeeping/Laundry Supervisor, Discharge Coordinator, Medical Information Manager and Rehab Program Director

Interrelationships: Works as a team with corporate support staff, executives, Executive Directors, Directors of Nursing, employees and vendors. External contacts include: Professional associations such as CAHSA and federal, state and local governmental agencies and OSHPD, other health care facilities, discharge planners, families and ombudsmen. Membership in appropriate professional and community service organizations is strongly recommended.

III. **ESSENTIAL JOB FUNCTIONS**

- A. Create the vision- ensure that the mission, strategic plan and "critical success factors" are identified and accomplished
- B. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- C. Identifies and focuses on key goals. Provides tangible steps to accomplish these goals by developing annual written plans that integrate goals and resources.
- D. Organizes assignments, resources and workflow to ensure effectiveness and efficiency. Completes job in a timely manner, generates an attitude that change is acceptable and can link the needs of staff members with the needs of the organization.
- E. Provides personal support and coaching to senior management, creates an attitude of excellence in an organizational unit and is able to create an effective and motivated team.
- F. Creates an environment of trust and promotes honest feedback among the team. Values diversity and fosters mutual understanding and respect.
- G. This Executive Director promotes the verbal and written exchange of ideas and manages by "walking around".
- H. Can prioritize problems, weighs alternatives, is decisive, seeks information and advice, seeks "win-win" solutions and has a good grasp of problem solving techniques.
- I. Develops, implements and maintains policies and procedures incorporating federal and state regulations and Eskaton policies.

- J. Develops, implements and monitors budget and staffing systems.
- K. Assures adequate 24-hour nursing coverage, maintain contact with physicians, facility policies and governmental regulations to ensure client and employee satisfaction.
- L. Ensure Eskaton's excellent reputation by providing quality resident care and through public relations and marketing.
- M. Provides quality and service at a competitive price, while developing contracts with community resources which are qualified to provide diagnostic and therapeutic services as prescribed by patient's physician.
- N. Maintains the physical plant in a functional, aesthetically pleasing, and safe manner. Ensures occupancy at or above target levels.
- O. Oversees the relationship with the community volunteers and Eskaton Foundation.

IV. **CORPORATE COMPLIANCE**

As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy and the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the policies among subordinates.

V. **CONTROLS AND FREEDOM TO ACT**

The Executive Director, under the direction of the President and Chief Executive Officer, has the freedom within the approved budget and policies to conduct the operations of managed care services in an efficient and effective manner and is able to organize staff; to recruit, hire, develop, conduct performance evaluations and terminate employees. The incumbent also has the authority to act in emergency situations with Eskaton policies.

VI. **PERSONAL ACCOUNTABILITY**

The Executive Director should demonstrate integrity, consistency, and positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.

VII. **QUALIFICATIONS**

- A. Requires a California State Nursing Home Executive Director's license and a Bachelor's Degree, preferably in Business, Public Administration or healthcare management. A Master's degree is desired.
- B. A minimum of 3 years administrative level experience in the management of health care related operations, knowledge of governmental regulations for skilled nursing facilities, in-depth knowledge of and the ability to recognize trends in the health care industry and sensitivity to the issues related to aging.
- C. Requires effective verbal and literary communication skills, managerial and inter-personal skills, and fiscal and budgetary skills.

VIII. **WORKING CONDITIONS**

Working conditions are mostly in an indoor office environment. Lifting of objects is not to exceed 35 pounds without assistance or proper equipment). Travel may be required.

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck- Human Resources DATE: \_\_\_\_\_

**POSITION TITLE:** *DIRECTOR OF NURSING*  
1998

**Date:** May 1,

*Eskaton Care Center Greenhaven*

**Revised:** July 18, 2005

**INCUMBENT:**

**APPROVALS:**

\_\_\_\_\_  
Incumbent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Senior Vice President Operations and COO

\_\_\_\_\_  
Date

**POSITION PURPOSE**

This exempt, managerial position is responsible for providing quality healthcare services to all residents of the facility.

**NATURE AND SCOPE**

This position is responsible for the overall administration and management of nursing services; planning, organizing, developing and implementing quality nursing service programs; for the ongoing professional development of licensed and non-licensed staff; and maintaining compliance with DHS licensing guidelines and JACHO accreditation. Ability to maintain excellent interpersonal relations with internal staff and external vendors.

Reporting Relationship: This position reports directly to the Administrator of the facility.

Subordinate Positions: Licensed Nursing Staff

Supervision of Assistant D.O.N.'s, Clinical Unit Managers, Charge Nurses, MDS Coordinator, Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, Restorative Nursing Aides, Central Supply/Staffing Clerk, Unit Secretaries, and appropriate support staff.

Interrelationships:

Works as team with other key department heads and staff, consultants, vendors and families.



## **PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

### Creating the Vision:

- A. Ensures the mission, strategic plan, and implementation of the plan for the nursing department are accomplished.
- B. Identifies and focuses on “critical success factors” in nursing.

### Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- B. Focuses on service and quality in all aspects of the operation.

### Leads by Example:

- A. Responsible, with other members of the facility, for the success of the overall corporation.
- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.
- E. Completes Clinical Competency courses.

### Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the department.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group’s goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

### Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the nursing team.
- B. Is able to create an attitude of excellence in an organizational unit.
- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.
- B. Manages by “walking around”. Administers an “open door” policy.

Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives, and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.
- E. Consider the bigger picture in regard to the impact on other parts of Eskaton and external customers when solving problems.

Operational Effectiveness:

- A. Initiates, develops, implements and maintains policies and systems to assure that resident care is of the highest quality.

- B. Develops, implements and monitors staffing systems (which reduce registry usage and overtime) that ensure effective and efficient use of financial and human resources.
- C. In consultation with the Corporate Nursing Consultant Team, analyzes current nursing programs. Develops and implements new programs which meet the needs of the residents and are on line with Eskaton's long range goals and objectives.
- D. Sets criteria and assures that the care plans are established for each resident and that the plan is reviewed and modified as needed. In consult with the Inter-Disciplinary Team ensures that the overall care and treatment for the resident is appropriate.
- E. Responsible for making daily rounds to see all residents to ensure maximum quality care and to ascertain need for additional or modified service. Assures adequate 24-hour nursing coverage in the facility each day. Designates a responsible licensed nurse to be in charge of the nursing services during the absence of the Director of Nursing.
- F. Maintains contact with physicians as necessary according to residents' needs. Maintains an excellent working relationship with major health systems where Eskaton has contracts and for good public relations.
- G. Assures that policies and procedures are adhered to and are compliant with local, state and federal and Joint Commission requirements.
- H. Coordinates nursing services with other patient care personnel such as the interdisciplinary team and internal and external services for continuity of care.
- I. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.
- J. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- K. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- L. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.
- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy

among subordinates.

- N. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.

## **CONTROLS AND FREEDOM TO ACT**

The Director of Nursing has the authority within the approved budget and policies for the efficient, effective operations of the nursing services and to organize staff and to recruit, hire, develop, and conduct performance evaluations and terminate nursing department employees and to manage the nursing operation effectively.

## **MAJOR CHALLENGES**

Directing the nursing services to ensure quality healthcare to residents. Developing team effectiveness by hiring, training and developing competent staff members. Meeting all local, state and federal regulations in nursing services. Maintaining and developing excellent working relations with referring agencies.

## **PRINCIPAL CONTACTS**

### Internal

Eskaton President and Chief Executive Officer, Vice President Operations and COO, Senior Management Team, other executives, administrators, consultants, department heads, facility staff, and Eskaton Administrative Center staff.

### External

External contacts include state licensing agencies, federal, state, and local regulatory agencies, vendors, various community services, physicians, and family members; contracted HMO payors. Membership in appropriate and professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### Knowledge, Skills, and Abilities

This position requires a minimum of five years in administrative or nursing management in a

relevant role or successful completion of Eskaton Professional Management-In-Training program. Current knowledge of federal, state, and local regulations related to all levels of skilled nursing healthcare; requires keeping abreast of current trends and new developments in nursing and healthcare administration.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees and outside contacts; requires effective managerial and inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands.

### Education

A graduate of nursing, bachelors degree (in management or health administration desirable), masters preferred. Has a valid California RN and BSN license.

### **PHYSICAL EFFORT AND WORKING CONDITIONS**

Hours of duty may be long and irregular, including some evening and weekends.

May be exposed to potentially dangerous chemicals.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

F:\USERS\HUMRES\COMMON\JOBS\DIRECTOR OF NURSING SERVICES, ECCG

ESKATON  
DIRECTOR SOCIAL SERVICES  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration

EFFECTIVE DATE: March 1, 2010

REVISION DATE: October 5, 2018

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.     JOB SUMMARY

The Social Services Director directs programs in response to the social and emotional needs of the residents consistent with Eskaton policies and procedures. The Social Service Director advocates for the residents, confers with other disciplines, and conducts psychosocial evaluations. The director formulates care plans and goals to assist with resolving problems that impede the patient's rehabilitation, recovery and/or quality of life. Assists with admissions and/or discharges as appropriate and participates in special projects as assigned.

II.    JOB RELATIONSHIPS

Responsible to:                      Executive Director

Workers supervised:                      Social Services Assistant

Interrelationships:                      All residents, families, visitors and staff within the community.

III.   ESSENTIAL JOB FUNCTIONS

General:

A.     Assesses the social, emotional and financial factors related to the resident's ability to cope with health conditions. Works with the team to initiate services to assist in resolving identified problems and meeting residents' needs.

- B. Develops the Social Services plan of care and updates the plan as changes occur for each resident in assigned areas. Participates in resident care conferences which includes written notification to resident and families.
- C. Completes all social assessments, MDS entries, and care plans within the required time frames and actively participates in the Interdisciplinary team process.
- D. Coordinates and helps facilitate the logistics of room changes for residents.
- E. Serves as an advocate for residents' rights.
- F. Meets with resident/caregivers to discuss length of stay, insurance coverage, plan of care, and discharge planning if the primary care physician requests social service assessment for appropriate level of care.
- G. Coordinates the loss and theft program.
- H. Provides community tours as necessary to back-up Admission Coordinator and acts as Manager on Duty on assigned weekends or holiday days.
- I. Responds to requests, complaints or grievances by residents or family members.
- J. Maintains current references of community resources and assists residents/caregivers in utilizing the resources as appropriate. Including, but not limited to, legal aid, transportation (para-transit), counseling, in home support, nutrition services, financial services, etc.
- K. Arranges meetings of required committees as necessary, and may facilitate the Employee council meetings (resident council may also be facilitated by Life Enrichment Director).
- L. Responsible for coordinating family, social and educational events as assigned.
- M. Communicates with the discharge planner regularly to identify and meet psychosocial needs that may be a barrier to a timely discharge.
- N. Assists in obtaining conservatorship, Social Security, Medi-Cal, Medicare, legal aid and other assistance for the residents.
- O. Serves as Grievance Coordinator for the residents and families.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policies among subordinates.

### Documentation

- A. Documents each resident visit and referrals reflecting status, intervention, progress, goals and plan for follow - up visits in a timely manner.
- B. Completes assessments per regulation and company policy.

### Liaison

- A. Assists health team in identifying and utilizing community resources. Participates with health team in coordination of plans for patient care using identified goals and objectives.
- B. Actively involved in finding cases of those patients most likely to need help. Provides brief counseling to residents and/or families.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.



- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Participates in community Quality Assurance Program.
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player with other departments in the community.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

## IV. WORK TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have **excellent** communication skills with the ability to be assertive without being aggressive.

### Temperament:

Possesses the ability to maintain a positive stable disposition in performing work and in association with staff and residents. This position is also able to maintain

a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Requires a Bachelors degree in social services or a related field with courses in psychology, gerontology and/or social services.

Training and experience:

Requires a minimum of one year combined experience in skilled nursing or another related health care field.

Job Knowledge and Abilities:

Is familiar with medical terminology and health care facilities and services. Knowledge about geriatric residents. Understands multiple levels of care and possess the ability to assess residents' needs for appropriate placement. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 8/23/04

Human Resources

ESKATON  
SOCIAL SERVICES ASSISTANT  
17-F6  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: October 28, 2013

REPLACES SOCIAL SERVICES COORDINATOR JOB DESCRIPTION

Exempt        \_\_\_\_\_        Non-exempt          X

I.    JOB SUMMARY

The Social Services Assistant facilitates programs in response to the social and emotional needs of the residents. Works with Eskaton consultants and facilities for admissions and/or discharges, and participates in special projects as assigned.

II.   JOB RELATIONSHIPS

Responsible to:            Social Services Director

Workers supervised:        None

Interrelationships:        All residents, families, visitors and staff within the facility.

III.   ESSENTIAL JOB FUNCTIONS

General:

- A.    Identifies psychosocial needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.
  
- B.    Develops the Social Services plan of care and updates the plan as changes occur for each resident in assigned areas. Participates in resident care conferences which includes written notification to resident and families.

- C. Completes all social assessments, MDS entries, and care plans within the required time frames and actively participates in the Interdisciplinary team process.
- D. Helps facilitate the logistics of room changes for residents.
- E. Serves as an advocate for residents' rights.
- F. Works in conjunction with other departments toward meeting residents' needs.
- G. Coordinates the loss and theft program.
- I. Responds to requests or complaints by residents or family members.
- J. Maintains current references of community resources that may be required for residents at time of admission or discharge.
- M. Directs family to appropriate community resources to assist with residents needs.
- N. Obtains Para Transit numbers for residents as assigned.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player with other departments in the facility.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

#### IV. WORK TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional and more difficult tasks.

##### Temperament:

Possesses the ability to maintain a positive stable disposition in performing work and in association with staff and residents. This position is also able to maintain a high level of performance in an environment of frequent demands.

##### Physical Demands and Working Conditions:

See attached ADA form.

V. QUALIFICATIONS

Education:

Associates degree in social services or a related field preferred with courses in psychology, gerontology and/or social services.

Training and experience:

Requires a minimum of one year combined experience in skilled nursing or another related health care field.

Job Knowledge and Abilities:

Is familiarity with medical terminology and health care facilities and services. Knowledge about geriatric residents. Understands multiple levels of care and possess the ability to assess residents' needs for appropriate placement. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: \_\_\_\_\_

DATE: 1/1/00

*Kathryn Cowley*  
Human Resources





ESKATON  
LIFE ENRICHMENT DIRECTOR  
17-04  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Resident Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 25, 2017  
Replaces Job Title: Activity Director

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY:

The Life Enrichment (Activity) Director is responsible for developing individual plans of recreation therapy and planning, organizing and directing individual and group recreation programs suitable to participants' needs. The Life Enrichment Director is responsible for individual assessment of resident's prior and current recreational interests and for developing a comprehensive plan of care based on identified needs. The director is responsible for maintaining appropriate supplies and budget. In addition, the Life Enrichment Director coordinates the student intern and community volunteer program.

II. JOB RELATIONSHIPS:

Responsible to: Executive Director  
Workers supervised: Life Enrichment Assistants  
Interrelationships: All staff, participants and families. Maintains relationships with community agencies and educational institutions.

III. RESPONSIBILITIES AND AUTHORITIES:  
Recreational Therapy/Life Enrichment Program

- A. Evaluates participants; current leisure time, attitudes, interests, skills and needs.
- B. Writes appropriate goals and objectives geared to increase/maintain participants' current leisure activities.
- C. Organizes, plans, and directs individual and group activities, such as exercise, current events, field trips and outings, discussion groups, and gardening to meet residents' needs.
- D. Monitors resident responses to programs to determine if activities meet the assessed needs of the residents and makes revisions as necessary.
- E. Maintains charts of participants
- F. Maintains adequate supplies and monitors budget.

- G. Facilitates culture change activities.
- H. Participates as member of interdisciplinary team to develop comprehensive care plan.

#### Supervision

- A. Recruits, interviews, and selects new staff.
- B. Sets clear, reasonable expectations and providing thorough orientation and training to new staff.
- C. Supports, motivates, and expresses appreciation. Maintains staff satisfaction and high morale.
- D. Resolves problems sensitively and effectively. Improves staff performance and handles performance problems fairly and appropriately.
- E. Serves as an effective communication link between unit staff and other units, as well as program management, and assuring coordination with other units.
- F. Achieves department objectives and maintaining high quality work.

#### Student Intern and Community Volunteer Program

- A. Recruits interns from local State Colleges, Universities, Junior Colleges, and High Schools.
- B. Recruits volunteers from local churches, service groups, clubs, senior centers, senior residences, and the general public.
- C. Provides intern and volunteer orientation regarding: philosophy, programming policy and procedures. Provides ongoing training for volunteers and interns.
- D. Supervises and evaluates interns' and volunteers' performance..

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policies among subordinates.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

### VI. WORK TRAITS:

#### Aptitudes:

Possesses the ability to carry out individual treatment strategies. Has the ability to plan, organize, and direct a multifaceted program of individual and group recreational and social activities, to teach, train and supervise interns and volunteers, and to maintain positive relationships with multi-disciplinary staff, participants, families, volunteers/ interns, community groups and agencies. Must also be able to maintain a feeling of community and mutual support among participants, to understand medical terminology and health-related needs of participant, and to utilize information resources. Spanish language ability helpful.

#### Temperament:

Must be a sensitive and mature individual who is able to relate to younger and older disabled adults. Must be flexible, patient, open, have a sense of humor, show initiative and function independently. This position needs to be able to set limits with

participants and interact with them to promote independence.

V. QUALIFICATIONS:

Education:

Possession of a B.A. in Recreation/Therapeutic Recreation is preferred. Life Enrichment (Activities) Coordinator Certificate (36 hours) or is eligible for certification as a therapeutic recreation specialist or as an activities professional by a recognized accrediting body on or after October 1, 1990 or has the relevant experience stated below. May also be a qualified occupational therapist or occupational therapy assistant.

Training and Relevant Experience:

A minimum of two years experience in social or recreational program within the last 5 years, one of which was full time in a therapeutic activities program for disabled persons or elderly adults in progressively responsible positions is desired. Previous work with adults and elderly preferred.

Job Knowledge:

This position must have knowledge of Skilled Nursing philosophy and goals, experience in assessing individual's leisure needs, writing goals and objectives, and planning/leading recreation programs. He/She must have an understanding of the function of volunteers and interns in programs, and knowledge of community resources. Finally, the Life Enrichment Director must possess a knowledge of adjunct therapies, of medical problems, (both physical and psychological), of the principals of group dynamics, and techniques in community building.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck  
Human Resources

DATE: 8/24/04

## Life Enrichment Director COMPETENCY CHECKLIST

<b>Community:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Understands job description.				
Clear compassionate verbal communication.				
Gives direction and training to Life Enrichment Assistants and volunteers.				
Comprehensive resident assessment capacity.				
Timely, readable accurate appropriate chart entries: <ul style="list-style-type: none"> <li>- Assessments</li> <li>- MDS</li> <li>- Care Plans</li> <li>- Quarterly progress notes</li> <li>- Incidental notes</li> </ul>				
Interviewing skills for staff and volunteer selection.				
Provides appropriate feedback, recognition, and/or discipline to staff (Life Enrichment Assistants).				
Relationship capacity with residents, families, staff, volunteers and community representatives.				
Maintains accurate attendance and room visit records.				
Develops appealing and comprehensive program to meet residents needs.				
Posts attractive, timely, monthly calendar.				
Timely distribution of monthly calendars to families, newsletter, and as appropriate in community or program.				
Assists Social Services Director with Resident Council as needed.				
Directly or indirectly recruits/screens/trains and rewards volunteers.				
Maintains volunteer records.				
Relates effectively to others within the community.				
Maintains positive relationships with key personnel at EAC and in the community.				

Achieves a high level of participation in Life Enrichment program(s) and/or re-evaluates/redesigns scheduled events.				
Understands dementia and develops programmatic components to meet the needs of the cognitively impaired.				
Works with nurses and others to ensure residents are able to attend activities of their choice.				
Provides seasonally appropriate special events.				
Ensures a minimum of one outing for residents each month.				
Participates in CQI (EQIP) process especially reviewing problem areas in activities.				
May mentor activities or recreational therapy interns.				
“Markets” activities and special event to residents, families an/or staff.				
Teaches inservices regarding activities and in any other areas of expertise.				
Attends and participates in meetings as appropriate in community, at EAC and in community.				
Maintains orderly office and records.				
Ensures activity supplies and storage areas are accessible, organized, and easily utilized.				
Maintains department within established budget.				
Advocates in budget process for resident needs.				
Participates and contributes in IDT process.				
Serves as positive leader and role model within the community.				
Follows policies and procedures.				
Attends conferences and workshops to enhance knowledge/skill and maintain professional relationships.				
Leads activities.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

ESKATON  
ACTIVITY ASSISTANT  
17-93  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Resident Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: September 25, 2017

Replaces Job Title: Activities Assistant

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Activity Assistant is responsible for the safe operation, transportation, and delivery of residents to and from assigned designations.

II. JOB RELATIONSHIPS

Responsible to: Activity Director.

Workers supervised: None.

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Life Enrichment Program

- A. Assists the Activity Director in planning, organizing and implementing various Life Enrichment programs.
- B. Meets the residents' needs and interests, taking into account the abilities and physical limitations of each individual resident.
- C. Participates in the residents' plan of care and documents residents' specific problems.
- D. Documents attendance at activities
- E. Operates equipment such as VCRs, P.A. systems, projection systems, etc. in an appropriate manner. Maintains those systems in a working manner and provides preventative maintenance as appropriate.



- F. Works with volunteer staff to ensure smooth operations of Life Enrichment programs.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D.

Training and Experience:

Previous experience working with the elderly in a recreational setting preferred.

Job Knowledge:

Knowledge of Title XXII and OBRA preferred. Understands the aspects of leading an activity.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 8/23/04  
Human Resources

## Life Enrichment Assistant

### COMPETENCY CHECKLIST

<b>Community:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Understands job description.				
Leads activities in appropriate manner.				
Follows the direction of Life Enrichment Director.				
Assesses residents and does related documentation as assigned.				
Obtains supplies and/or equipment as assigned.				
May participate in IDT meetings for Activities.				
Prepares calendars for distribution and/or posting as assigned.				
Relates effectively to residents, families, staff and volunteers.				
Maintains compassion for the elderly/disabled residents.				
Understands dementia and effectively deals with related difficult behaviors.				
Transports residents to and from scheduled activities.				
Provides effective 1:1 room visits.				
Participates in CQI (EQIP) as assigned.				
May serve as acting Life Enrichment Director during illness, vacation, or position vacancy of Life Enrichment Director.				
Understands and cooperates with survey and/or accreditation process.				
Maintains accurate activities attendance records.				
Participates in keeping office and equipment/supply areas neat and organized.				

Open to learning and new creative programmatic endeavors.				
May suggest activities or programmatic changes to meet resident needs.				
Able to flex work schedule for special events and/or as resident program needs require.				
May post daily activities on community units or special boards as assigned.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

ESKATON  
LIFE ENRICHMENT ASSISTANT  
17-93  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Resident Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: September 25, 2017

Replaces Job Title: Activities Assistant

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Life Enrichment Assistant is responsible for the safe operation, transportation, and delivery of residents to and from assigned designations.

II. JOB RELATIONSHIPS

Responsible to: Life Enrichment Director.

Workers supervised: None.

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Life Enrichment Program

- A. Assists the Life Enrichment Director in planning, organizing and implementing various Life Enrichment programs.
- B. Meets the residents' needs and interests, taking into account the abilities and physical limitations of each individual resident.
- C. Participates in the residents' plan of care and documents residents' specific problems.
- D. Documents attendance at activities
- E. Operates equipment such as VCRs, P.A. systems, projection systems, etc. in an appropriate manner. Maintains those systems in a working manner and provides preventative maintenance as appropriate.

- F. Works with volunteer staff to ensure smooth operations of Life Enrichment programs.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D.

Training and Experience:

Previous experience working with the elderly in a recreational setting preferred.

Job Knowledge:

Knowledge of Title XXII and OBRA preferred. Understands the aspects of leading an activity.

SIGNATURES



EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 8/23/04  
Human Resources

## Life Enrichment Assistant

### COMPETENCY CHECKLIST

<b>Community:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Understands job description.				
Leads activities in appropriate manner.				
Follows the direction of Life Enrichment Director.				
Assesses residents and does related documentation as assigned.				
Obtains supplies and/or equipment as assigned.				
May participate in IDT meetings for Activities.				
Prepares calendars for distribution and/or posting as assigned.				
Relates effectively to residents, families, staff and volunteers.				
Maintains compassion for the elderly/disabled residents.				
Understands dementia and effectively deals with related difficult behaviors.				
Transports residents to and from scheduled activities.				
Provides effective 1:1 room visits.				
Participates in CQI (EQIP) as assigned.				
May serve as acting Life Enrichment Director during illness, vacation, or position vacancy of Life Enrichment Director.				
Understands and cooperates with survey and/or accreditation process.				
Maintains accurate activities attendance records.				
Participates in keeping office and equipment/supply areas neat and organized.				

Open to learning and new creative programmatic endeavors.				
May suggest activities or programmatic changes to meet resident needs.				
Able to flex work schedule for special events and/or as resident program needs require.				
May post daily activities on community units or special boards as assigned.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

ESKATON  
CENTRAL SUPPLY/STAFFING COORDINATOR  
11-7F  
Eskaton Care Center Greenhaven

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: January 12, 2009

Exempt                      \_\_\_\_\_                      Non-exempt                          X    

I.     JOB SUMMARY

The Central Supply/Staffing Coordinator provides for and maintains central supply inventory and verification of patient charges to accounts receivable. This job is also responsible for maintaining the appropriate staffing level to provide quality care.

II.    JOB RELATIONSHIPS

Responsible to:             Director of Nursing  
  
Workers supervised:       None  
  
Interrelationships:         All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Central Supply:

- A.    Provides ongoing inventory of central supply items. Maintains par levels for routine supplies.
- B.    Orders supplies from approved vendors utilizing purchase order tracking system. Maintains supplies within budget utilizing spend down record. Notifies DON and NHA of budget variances in advance when possible.
- C.    Maintains relationship with vendors to ensure best pricing on routine and specialty products.
- D.    Labels all central supply items with bar codes.
- E.    Stocks the main CS storage area as well as all nursing stations daily.
- F.    Follows up on all patient chargeable items to verify they were charged for.
- G.    Orders all durable medical equipment.

- H. Tracks and maintains appropriate inventory of oxygen.
- I. Participates as member of facility Safety Committee.

Staffing:

- A. Completes a monthly staffing schedule one month in advance for all RNs, LVNs, and CNAs. Works to minimize registry, over time and double time shifts.
- B. Completes daily staffing schedule and provides copies for all units.
- C. Maintains monthly and daily staffing in Kronos payroll software.
- D. Completes daily CMS staffing posting per regulation.
- E. Approves/denies all requests for time-off for the nursing staff in coordination with the Director of Nursing.
- F. Receives all notices for call-offs and finds replacement staff. Maintains contact numbers for nursing department staff.
- D. Is responsible for registry orders to fill shifts once approval has been received from Administrator/Director of Nursing.
- E. Works with Personnel Coordinator for the daily completion of the Nursing PPD Report
- F. Maintain attendance records for nursing department employees. Provide notification to DON and Unit Managers of excess absences for counseling/follow-up.
- G. Maintain master staffing schedule for nursing department. Identify open positions, manage LOA vacancies, vacation and time off requests.
- H. Participates in interview panel process for potential nursing employees.
- I. Maintains confidential nursing credential files.

Clerical

- A. Performs any clerical tasks deemed necessary by the supervisor.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.

- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give direction to those visiting or calling the facility.

Ability to handle confidential information in a sensitive and professional matter.

Temperaments:

Requires patience and tact in order to receive, relay and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

Physical Demands and Working Conditions

See attached ADA form.

V. QUALIFICATIONS

Education

High School Graduate or GED.

Training

One year of recent experience in central supply and one year recent experience in staffing.

Knowledge and Abilities:

A working knowledge of durable medical equipment and central supply items. Must be familiar with personal computers and applicable software. Bar-coding experience preferred. Knowledge of labor regulations pertaining to overtime and LOA management desired.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck  
Human Resources

DATE: 4/26/04



## Central Supply COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria</b> <b>Met</b> <b>Yes    No</b>		<b>Date &amp;</b> <b>Initial of</b> <b>Reviewer</b>	<b>Comments,</b> <b>Training Needs</b>
Explain the mission of the department and how it relates to facility and Eskaton missions. Review general scope of the relationship of department to other departments in the facility.				
Dress code for Central Supply.				
Explain/show following areas: a. Monthly/annual budget for supplies are complete and thorough. b. Listing of approved vendors for purchasing. c. Location of Central Supply storage. d. Necessity for security of supplies at all times. e. Necessity of par levels of nursing supplies. f. Demonstrates neatness and cleanliness of Central Supply. g. Delivery of disposable incontinent pads is complete and thorough.				
Shows proficiency in daily checks of crash carts and suction equipment for completeness.				
Inventory control of oxygen.				
Shows proficiency in pulling of charge sheets weekly and sending to Accounts Receivable Clerk.				
Cross train for essential job functions of Staffing Clerk.				
Instruction on basic phone procedures for receptionist relief.				
Show computer input as it relates to Central Supply.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

5/22/02

## Staffing Coordinator COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> <b>Yes</b> <b>No</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Explain the mission of the department and how it relates to facility and Eskaton missions.				
Review general scope of the position to other departments in the facility.				
Dress code for the Staffing Coordinator.				
Instruct/Review: <ul style="list-style-type: none"> <li>a. Shows proficiency in completing and distributing employee work schedule roster.</li> <li>b. Maintaining active personnel listing of phone numbers.</li> <li>c. Demonstrates record completion and retention requirements of staffing sheets.</li> <li>d. Daily and weekly Distinct Part Hours sheet completion.</li> <li>e. Shows proficiency in daily computation of nursing hour ratio.</li> </ul>				
Monitoring of nursing recruitment information.				
Reviewing of weekly nursing time reports for overtime issues is complete and thorough.				
Scheduling of outside agencies for emergency nursing coverage.				
Cross trained for essential job functions of Central Supply.				
Instruct on basic phone procedures for receptionist relief.				
Shows proficiency in computer input as it relates to Staffing Clerk.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

5/22/02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Central Supply Clerk / Staffing Coordinator DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Provides inventory of central supply items.				
Labels all central supply items with bar codes.				
Stocks the main CS storage area as well as all nursing stations daily.				
Follows up on all patient chargeable items to verify they were charged for.				
Orders all durable medical equipment.				
Tracks and maintains appropriate inventory of oxygen. Provides a monthly report of oxygen usage to the Director of Nursing.				
Checks physicians orders for: oxygen, catheters, and accuchecks in order to assure items were charged and adequate supplies are in stock based on need.				
Reports all diabetic charges twice per month.				
Completes monthly staffing schedule one month in advance for all RNs, LVN's, and CAN's.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Approves/denies all requests for time-off for the nursing staff in coordination with the Director of Nursing.				
Receives all notices for call-offs and finds replacement staff.				
Is responsible for registry orders to fill shifts once approval has been received from Administrator/Director of Nursing.				
Is responsible for completing the nursing hour report monthly.				
Signs in residents for admissions.				
Performs any clerical tasks deemed necessary by the supervisor.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents's needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
BUSINESS OFFICE MANAGER  
17-02  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 23, 2004

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Business Office Manager organizes and performs Business Office functions including, but not limited to, accounts payable, accounts receivable, payroll, patient trust account, and human resources. This position is also responsible for ensuring coordination with other department activities that are directly related to managing a business office. This position performs bookkeeping duties essential to the operation of the facility and supports the Administrator in analysis of operating budget. The position also supervises appropriate business office and reception personnel.

II. JOB RELATIONSHIPS

Responsible to: Administrator  
Workers supervised: Office Assistants, Receptionist/Secretary, and Personnel Clerk  
Interrelationships: Eskaton Corporate support staff, Greenhaven staff and residents, vendors, and visitors.

III. ESSENTIAL JOB FUNCTIONS

Business Services:

- A. Responsible for residents' accounts'/accounts receivable including:
  - 1. Preparation and maintenance of resident financial files/folders
    - a. Assists with private resident billing and related issues
    - b. Coordinates ancillary billing (telephone, etc.)
    - c. Processes resident refunds
    - d. Initiates and processes Non-covered Service forms
    - e. Coordinates TARs, certifications etc.
    - f. Maintains Medi-Cal cards
    - g. Responsible for producing and issuing Medicare Denial letters
    - h. Handles, deposits and reports cash receipts
    - i. Responsible for residents' accounts collection
    - j. Monitors revenue, cash, A/R journals, etc. as appropriate

- k. Provides information to EAC to accurately maintain residents' accounts
  - 2. Responsible for verification of insurance or other source of payment and providing pertinent information to ancillary providers.
  - 3. Responsible for communication of pertinent information, including status changes, to other department staff as appropriate.
  - 4. Acts as a facility based resource for residents and families with account questions.
- B. Responsible for accounts payable processing including:
  - 1. Ensuring invoices are coded with the appropriate general ledger account number
  - 2. Ensuring that invoices are processed and sent to EAC accurately and on a timely basis
  - 3. Assisting in problem resolution regarding vendor accounts
- C. Supervises staff and provides oversight on:
  - 1. Preparing and maintaining personnel files as required by federal and state law and accrediting agency standards.
  - 2. Coordinating employee benefits (health, dental, life, workers' compensation, pension, TSA, medical/family leave, personal leave, etc.)
  - 3. Administering corporate personnel policies and procedures and evaluating their compliance with both legal and board directives
  - 4. Directing facility site audits to ensure compliance with corporate policy and state and federal regulations.
  - 5. Ensuring pre and post employment requirements are met including:
    - a. Verification of previous employment information
    - b. Providing assistance with reference checks.
    - c. Assisting with new employee orientation.
    - d. Coordination of post employment physicals.
  - 6. Tracking employee evaluation forms and working with other department managers to ensure the timely completion of evaluations.
  - 7. Processing of "Notice of Personnel Action" forms.
- D. Supervises staff and provides oversight for payroll including:
  - 1. Initiating and distributing daily payroll reports (missed punch reports, etc.)
  - 2. Processes requests for PTO following approval by appropriate department manager.
  - 3. Submits bi-weekly payroll to Corporate Support Center.
  - 4. Distributes payroll checks and files by-weekly reports.
  - 5. Assists with preparation of payroll analysis reports.
- E. Maintains daily census records and related functions including:
  - 1. Monitoring, summarizing, and reporting daily census activity

2. Inputting and updating resident data (including financial data) for face sheets
- F. Maintains facility petty cash fund and related function including:
1. Reconciling cash and distributions
  2. Maintaining appropriate records of cash distributions
  3. Processing requests for replenishment of petty cash fund
- G. Maintains the resident trust fund and related functions including:
1. Reconciliation of resident trust cash, distributions and deposits
  2. Maintaining accurate and timely records of cash distributions
  3. Ensuring that the resident trust fund is administered according to applicable state and federal law and accrediting agency standards.
- H. Supervises and supports facility receptionist staff including:
1. Greeting/directing visitors
  2. Answering telephones and directing calls
- I. Assists with the admissions/discharge process including:
1. Assisting in coordinating information and documents needed to facilitate admissions
  2. Assisting in the completion of resident sign-ins
  3. Assisting in conducting facility tours
  4. Assisting in implementation of the facility marketing plan
  5. Reporting discharges to "Senior Connection"
  6. Processing MC171 and other documentation, as needed, to Social Security and DHS
- J. Supervision of business office operations and staff including:
1. Assisting in the hiring and evaluation of business office staff
  2. Coordinating the inventory, purchasing and disbursement of office supplies
  3. Assisting in the development and implementation of budget provisions
  4. Active participation in facility CQI and other related programs and committees

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the corporate compliance policy. Full compliance is a condition of employment
- B. Promotes compliance with corporate compliance policy among subordinates

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policies among subordinates.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and workflow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload; sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes

Possesses the ability to direct and supervise staff, to organize and direct work, and to achieve a high level of performance, efficiency, and professionalism in the Business Office, and to coordinate the activities of the Business Office with other departments in a mutually cooperative atmosphere. Must have technical adeptness, sound judgment and comprehensive knowledge of Human Resources generalist functions.

##### Temperaments

Ability to work effectively in order to meet deadlines and to maintain goal oriented attitudes and directions during operational and administrative change. Due to the diversity and complexity of the position, must have a cooperative, flexible attitude in an environment of frequent interruptions.

#### V. QUALIFICATIONS

##### Education

Accounting Degree (BA or AA), with an emphasis in Business Administration and/or Accounting/Finance or equivalent experience.

##### Training and Experience

Three to five years experience supervising staff. Must be able to conduct surveys, gather statistical information, prepare comparative analysis, operate PC computer, make mathematical calculations, and communicate effectively, both verbally and in written form.

##### Job Knowledge

Have a basic understanding of human resources law (State and Federal) and accounting, and their theories and applications. Possesses knowledge of personal computer functions and appropriate software.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 8/23/04  
Human Resources



## Business Office Manager

### COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> <b>Yes</b> <b>No</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates skill in performing bookkeeping tasks essential to the facility's operation (i.e. analyzing payrolls costs, coding, daily deposits, follow up on outstanding accounts, collecting, transmitting appropriate information to corporate).				
Demonstrates ability to coordinate billing for resident related services.				
Demonstrates ability to conduct audits to ensure compliance with corporate policy and state and federal regulations.				
Demonstrates ability to complete admission process efficiently and accurately.				
Demonstrates ability to complete daily SNF census and acuity status and SNF flash report.				
Demonstration of computer skills necessary to the position.				
Demonstrates ability to track and prepare TAR submission.				
Demonstrates preparation of facility charges for submission to Corporate AR staff.				
Demonstrates ability to set up, deposit, withdraw and generate statements related to resident trust accounts.				

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reviewer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

8/23/04

ESKATON  
HEALTH INFORMATION MANAGER  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Medical Records

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 27, 2004

EXEMPT \_\_\_\_\_ NON-EXEMPT  x

I. JOB SUMMARY

The Health Information Manager maintains the Medical Records Department in accordance with State and Federal regulations, accepted professional standards, and facility policies and procedures. Maintenance of the Medical Records Department includes, but is not limited to, review and analysis of in-house and discharged medical records for completeness and accuracy, maintaining census reports, logs, registers and indices, and maintaining medical records in an organized and accessible manner.

II. JOB RELATIONSHIPS

ACCOUNTABLE TO: Administrator

WORKERS SUPERVISED: Medical Record Clerks

INTERRELATIONSHIPS: All staff within the facility, physicians, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Medical Records:

A. Analyzes and evaluates medical records for in-house residents. Analysis and evaluation will be in accordance with State and Federal regulations, accepted professional standards, and facility policies and procedures. Analysis and evaluation will include both quantitative and qualitative auditing.

1. Audits new admissions and discharges promptly per procedures.
2. Performs quality auditing on care plans, licensed nurses notes, RAI, informed consent, P.D.S.A., etc, as needed or when requested.
3. Performs Quality Audits routinely including but not limited to: Skin, Diabetic, Foley Catheter, Bowel and Bladder Retraining, Restorative Nursing,

Specialized Therapy, Change in Condition, Physical Restraints, and Psychotropic drug documentation.

- B. Maintains the Disease Index. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding books.
- C. Performs the discharge chart process:
  - 1. Arranges record in proper order audit.
  - 2. Performs final audit/screening.
  - 3. Follows up on deficiencies.
  - 4. Closes records within 30 days of discharge.
  - 5. Provides oversight and facilitates the record destruction process.
- D. Maintains the Medical Records Department/Services for the facility including primary and secondary file systems.
- E. Maintains the medical records filing systems including: storage, protection, and destruction of medical records.
- F. Maintains correspondence and medicolegal aspects of medical records.
- G. Compiles of statistics, when requested by the Director of Nursing Services or Administrator.
- H. Prepares miscellaneous records and reports as directed by the Director of Nursing Services or Administrator.
- I. Assists physician and allied health personnel with completion of medical records.
- J. Attends inter-departmental meetings and conferences when requested to do so.
- K. Follows up on medical record audit deficiencies.
- L. Assists the Medical Record Clerk with follow up on the Physician's Visit Control Log and Telephone Order Control.
- M. Maintains and coordinates the RAI process schedule.
- N. Supervises the Medical Records Clerk and maintains a working knowledge of the Medical Record Clerk's duties.
- O. Maintains a working knowledge of the Add-On computer system for medical records which includes:

1. Daily data entry of physician's orders
  2. Daily data entry of new admissions and discharges
  3. Monthly and routine printing of physician's orders, medication records, treatment records, various reports, etc.
- P. Maintains medical record form supply including inventory, ordering and distribution.
- Q. Maintains the JCAHO Physician's Credentialing process and files.
- R. Maintains and processes the Electronic Data Transmission (EDT) for submission to the Department of Health Services (DHS) on a routine basis which includes:
1. Audits and monitors timeliness of RAI for EDT on an ongoing basis.
  2. Prints, reviews and follows up (with the MDS Coordinator) the EDT Validation Reports.
  3. Coordinates transmission of data to the corporate office with the MDS Coordinator.
  4. Transmits data and communicate with the corporate office on a weekly basis.
  5. Maintains hard copy of EDT as received from the corporate office.
- S. Maintains the AHCA (ORYX) system.
- T. Coordinates off-site storage of closed records. Oversees and supervises destruction of records.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policies among subordinates.

Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.

- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and workflow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the DON and Administrator.

Customer Service:

- A. Offer assistance to residents in a timely manner such as call lights, telephones, requests, etc., or refer to appropriate staff member.
- B. Takes initiative to solve resident concerns or refers to the appropriate staff member.
- C. Offers assistance to visitors or refer to appropriate staff member.

Interpersonal Relationships:

- A. Communicates unresolved work-related problems using the chain of command, consistently demonstrates effective problem solving skills and processes confidential information appropriately and according to facility policy.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm and focused in an environment with many demands and frequent interruptions.

Teamwork:

- A. Is friendly and courteous to residents and co-workers. Models a "service attitude" towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by their supervisor to do so.
- D. Participates in the "Manager of the Day " program.

Miscellaneous:

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-services and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

IV. WORKER TRAITS

Aptitudes:

Must have the ability to work independently with little or no supervision. Must be able to learn and acquire knowledge to perform addition, new or difficult tasks.

Temperament:

Must have the ability to be interrupted frequently, and work in an environment with noise. Must be able to adjust to procedure changes.

V. QUALIFICATIONS

Education:

R.H.I.T. credential preferred. High School graduation or equivalent G.E.D. Knowledge of medical terminology.

Training:

Two years recent experience in medical records in a long term care facility as a supervisor, coordinator or clerk. Must have the ability to demonstrate working knowledge of word processing on a personal computer.

Knowledge and Abilities:

- A. Knowledge of general office procedures including the ability to use office equipment (photocopier, FAX, multi-line telephone, personal computer for word processing, and typewriter).

- B. General knowledge of State and Federal Regulations relating the clinical records in long term care.
- C. Able to maintain the American Health Information Management Association (AHIMA) Code of Ethics.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Terrie Beck  
Human Resources 5-01-04

## Health Information Manager COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Able to download MDS information to state of California using the Transmittal.				
Knowledge of medical audits menu, able to conduct all audits employed within facility.				
Knowledge of Disease Index, ICD-9 coding.				
Knowledge of medical chart content and order.				
Able to close and discharge chart.				
Knowledge of medical documentation filing.				
Knowledge of legal chart reproduction processes.				
Knowledge of word software to create reports.				
Knowledge of physician credentialing process including award of privileges, audits and suspension.				
Knowledge of chart forms purchasing process.				
Knowledge of RAI Process timeframes; assessments.				
Knowledge of JCAHO principles; standards, onyx statistical reporting system.				
Knowledge of document storage, reduction timeframes, destruction methods.				
Knowledge of corporate compliance standards applicable to documentation.				
Completes initial and annual refresher education on elder abuse definition, indications, investigation, and reporting guidelines.				
Knowledge of department budget, expense requisition process, overtime management and budget variance reconciliation.				
Knowledge of EQIP process steps and reporting.				
Knowledge of daily census reporting process.				

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

Reviewer's Signature \_\_\_\_\_ Date: \_\_\_\_\_







ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Assists physician and allied health personnel with completion of medical records.				
Attends inter-departmental meetings and conferences when requested to do so.				
Follows up on medical record audit deficiencies.				
Assists the Medical Records Clerk with follow up on the Physician's Visit control Log and Telephone Order Control.				
Maintains and coordinates the RAI process schedule.				
Supervises the Medical Records Clerk and maintains a working knowledge of the Medical Records duties.				
Maintains a working knowledge of the Add-On computer system for medical records.				
Maintains medical records form supply, including inventory, ordering and distribution.				
Maintains the JCAHO Physician's Credentialing process and files.				
Maintains and process the Electronic Data Transmission (EDT) for submission to the Department of Health Services (DHS) on a routine basis.				
Maintains the AHCA (ORYX) system.				
Coordinates off-site storage of closed records. Oversees and supervises destruction of records.				

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ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policies among subordinates				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provide appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				

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ESSENTIAL JOB FUNCTIONS	Below Require - ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the DON and Administrator.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

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CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

- No
- Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

- No
  - Yes
- When did you notify that person (date and time)? \_\_\_\_\_
- Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance-related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
STAFFING CLERK  
17-51  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1992

REVIEW DATE: August 13, 2004

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY:

The Staffing Clerk maintains the personnel files, assist with the orientation of new employees, receives and monitors recruitment information, and responds to employment/employee related issues. This position performs a variety of secretarial and administrative tasks.

II. JOB RELATIONSHIPS:

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: All staff within the facility, vendors, residents and visitors

III. ESSENTIAL JOB FUNCTIONS:

Coordination of Work:

- A. Demonstrates effective judgment in prioritizing work assignments.
- B. Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.

Specialized Support:

- A. Updates and distributes employee roster bi-monthly.

- B. Maintains CPR certification log on a monthly basis.
- C. Monitors license renewal requirements and issues due date letters to employees on a monthly basis.
- D. Establishes and maintains employee personnel files.
- E. Responds to employee requests for insurance forms, discount cards, etc.

Clerical Support:

- A. Performs special clerical projects per instructions from Operations Manager.
- B. Demonstrates thorough knowledge in the care and use of office equipment and reports the need for service or repair of equipment in a prompt fashion.
- C. Accurately prepares monthly agency activity calendar within accepted time frame.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of clients needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses verbal and written communication skills. Has the ability to prepare correspondence independently, to proofread and spell correctly, to follow verbal and written instruction, to learn and use medical terminology and to set priorities.

Temperament:

Possesses the ability to adjust to situations involving a variety of duties characterized by frequent changes and frequent interruptions, to adjust to situations involving some repetitive procedures, to perform under stressful conditions, and to adjust to situations involving evaluation and decision making.

Physical Demands and Working Conditions:

See attached ADA form.

V. QUALIFICATIONS:

Education:

High School graduate or equivalent.

Training and Experience:

Two years of experience in secretarial work. Must be able to type 60 wpm and have computer experience.

Knowledge and Abilities:

Wide knowledge of Business English, principles and practices of modern office methods and the ability to use them; knowledge of office equipment including electronic typewriter, computer and copy machine.

Other:

Possession of a valid California driver's license, access to an operating automobile, and at least minimum coverage car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 8/13/04

Human Resources



## Staffing Clerk COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Explain the mission of the department and how it relates to facility and Eskaton missions.				
Review general scope of the position to other departments in the facility.				
Dress code for the Staffing Clerk.				
Instruct/Review: a. Shows proficiency in completing and distributing employee work schedule roster. b. Maintaining active personnel listing of phone numbers. c. Demonstrates record completion and retention requirements of staffing sheets. d. Daily and weekly Distinct Part Hours sheet completion. e. Shows proficiency in daily computation of nursing hour ratio.				
Monitoring of nursing recruitment information.				
Reviewing of weekly nursing time reports for overtime issues is complete and thorough.				
Scheduling of outside agencies for emergency nursing coverage.				
Cross trained for essential job functions of Central Supply.				
Instruct on basic phone procedures for receptionist relief.				
Shows proficiency in computer input as it relates to Staffing Clerk.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: STAFFING CLERK DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
Demonstrates effective judgment in prioritizing work assignments.				
Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.				
Updates and distributes employee roster bi-monthly.				
Maintains CPR certification log on a monthly basis.				
Monitors license renewal requirements and issues due date letters to employees on a monthly basis.				
Establishes and maintains employee personnel files.				
Responds to employee requests for insurance forms, discount cards, etc.				
Performs special clerical projects per instructions from Operations Manager.				
Demonstrates thorough knowledge in the care and use of office equipment and reports the need for service or repair of equipment in a prompt fashion.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accurately prepares monthly agency activity calendar within accepted time frame.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

Employee Name

\_\_\_\_\_  
Administration Signature

Employee Signature

\_\_\_\_\_  
Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
UNIT SECRETARY  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       April 1, 1998  
REVISION DATE:        September 2, 2009

Exempt                   \_\_\_\_\_                   Non-exempt                   \_\_\_\_\_ X

I.    JOB SUMMARY

The Unit Secretary duties include but are not limited to assisting nursing, admitting and medical records clinical tasks. Duties and assignments may vary at the discretion of the Health Information Manager based on evaluation of community needs.

II.   JOB SUMMARY

Responsible to:           Health Information Manager

Workers supervised:       None.

Interrelationships:       - All staff within the community, vendors, residents and visitors  
                                  - Eskaton Admission Managers  
                                  - Community medical staff  
                                  - Physicians and ancillary care providers

III.   ESSENTIAL JOB FUNCTIONS

Public Relations:

- A.    Greets visitors in a courteous and business-like fashion and notifies departments of appointments.
- B.    Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.
- C.    Receives incoming community calls promptly; efficiently routes calls to the appropriate department and/or person.

General Duties:

- A. Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.
- B. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- C. Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- D. Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.
- E. Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.
- F. Maintains weight log, calculations, and charge nurse notification when necessary.
- G. Purges medical records charts within medical records procedural guidelines.
- H. Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.
- I. Facilitates discharges as directed by Discharge Planning, including faxing requests to physicians, home health agencies and DME providers.
- J. Performs assigned computer-based tasks and audits.
- K. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- L. Accurately completes all copying and/or distribution requests received.
- M. Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.
- N. Breaks down discharged resident charts and completes discharge chart audit.

- O. Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.
- P. Processes and files faxes and other written communication from physicians and ancillary services.
- Q. Uploads and indexes paperwork and source documents into electronic health record.
- R. Processes documents for mailing to physicians and responsible parties.
- S. Timely and accurate response to appeals requests for documentation from state Quality Improvement Organization.
- T. Reconciling and documenting medications for pharmacy return for credit; completes return drug record.
- U. Initiates requisition slips for labs, x-ray, and dietary change orders.
- V. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.
- C. Immediately informs the appropriate supervisor of residents' needs.



### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Complies with established positional dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision (for weeks on end), to adjust to changing caseload and frequent

admissions/discharges, and to acquire knowledge to perform additional or complex tasks. Experience with personal computers and related software is preferred.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing duties, works in association with staff and residents, and maintains a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or G.E.D., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification preferred.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care community unit.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing community. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources

## Unit Secretary

### COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Demonstrates ability to operate multiline telephone system.				
Demonstrates ability to process admission and discharge procedures.				
Demonstrates ability to schedule resident appointments and transportation.				
Demonstrates ability to inventory and order forms.				
Demonstrates ability to understand telephone order process.				
Proficiency with electronic health record software.				
Demonstrates ability to operate copy/fax machine.				
Demonstrates basic skills for Excel, Word.				
Demonstrate ability to breakdown charts.				
Demonstrate ability to conduct chart audits.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Unit Secretary DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Greets visitors in a courteous and business-like fashion and notifies departments of appointments.				
Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.				
Receives all incoming community calls promptly; efficiently routes calls to the appropriate department and person.				
Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.				
Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.				
Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.				
Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.				
Maintains weight log, calculations, and charge nurse notification when necessary.				
Purges medical records charts within medical records procedural guidelines.				
Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.				
Facilitates discharges as directed by Discharge Planning, including faxing requests to physicians, home health agencies and DME providers.				
Performs assigned computer-based tasks and audits.				
Sends and receives faxed materials per procedure; maintains unit level inventory of forms.				
Accurately completes all copying and/or distribution requests received.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.				
Breaks down discharged resident charts and completes discharge chart audit.				
Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.				
Processes and files faxes and other written communication from physicians and ancillary services.				
Uploads and indexes paperwork and source documents into electronic health record.				
Processes documents for mailing to physicians and responsible parties.				
Timely and accurate response to appeals requests for documentation from state Quality Improvement Organization.				
Reconciling and documenting medications for pharmacy return for credit; completes return drug record.				
Initiates requisition slips for labs, x-ray, and dietary change orders.				
Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.				
Immediately informs the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Complies with established positional dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RECEPTIONIST/OFFICE ASSISTANT  
17-56  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 12, 2003

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Receptionist receives visitors, answers phones, ascertains their needs and contacts proper authority, and performs related clerical duties according to the project assigned.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers Supervised: None.

Interrelationships: Works closely with the administrative staff of the Corporate Office, sales and maintenance representatives, personnel at all Eskaton facilities, and persons visiting the Corporate Office or making contact via telephone. Internal contacts with all levels of management and staff throughout the corporate structures.

III. ESSENTIAL JOB FUNCTIONS

A. Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.

B. Greets visitors, determines their needs, and contacts the proper authority to assist.

- C. Answers general questions and gives general information to those visiting or calling the office.
- D. Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing reports, keeping current on cards on guest and room numbers, updating census reports, making application packets, and other related clerical duties.
- E. Schedules and coordinates tele-conference calls.
- F. Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.
- G. Accurately completes assignments according to directions given and performs other duties as required of position.
- H. May order office supplies as appropriate.
- I. Sorts mail and distributes to appropriate party.
- J. Maintains copy machine, fax and printers full of paper products. Makes calls to service vendors in case of a machine malfunction.
- K. Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the Corporate Office.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public.

IV. WORKER TRAITS

Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give directions to those visiting or calling the office.

Temperaments:

Requires patience and tact in order to receive, relay, and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education:

High school or equivalent G.E.D., including courses in typing required.

Training and Experience:

Experience as a receptionist with public contact desirable. Experience with PC and related software preferred.

Job Knowledge:

Knowledge of telephone etiquette, interpersonal communication, typing formats for correspondence and documents, calendaring, and filing.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



ESKATON  
PAYROLL / PERSONNEL ASSISTANT  
17-57  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration  
EFFECTIVE DATE: October 1, 1992  
REVIEW DATE: August 24, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I. JOB SUMMARY:

The Payroll / Personnel Assistant is responsible for payroll and related functions, all human resource functions, benefits, evaluations and maintenance of personnel files. Assist with the orientation of new employees, receives and monitors recruitment information, and responds to employment/employee related issues. This position also performs a variety of secretarial and administrative tasks.

II. JOB RELATIONSHIPS:

Responsible to: Business Office Manager

Workers supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors

III. ESSENTIAL JOB FUNCTIONS:

Responsible for Personnel and Related Functions

- A. Prepare and maintain personnel files as required by federal and state law and accredited agency standards and Eskaton policy.
- B. Acts as liaison between Corporate Office and employee regarding employee benefits, enrollment and explanation of benefit coverage.
- C. Prepare workers' compensation forms and maintain OSHA log and workers' compensation files.
- D. Ensures Pre and Post employment requirements are met including:
  - 1. Health screening forms completed and in files.
  - 2. Reference checks
  - 3. Fingerprinting of new employees
  - 4. Assist in new employee orientation
  - 5. Assists in completion of exit interview for voluntarily terminated employees.

- E. Manages the employee evaluation process including setting up of schedule, distribution of evaluation packets, completion and review of related competency checklist.
- F. Preparation of "Notice of Personnel Action" forms for Executive Director to approve and for signature.

Responsible for Payroll and related functions

- A. Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.)
- B. Time card audit on a daily basis
- C. Process requests for PTO following approval by appropriate department manager.
- D. Submit bi-weekly payroll to corporate support center.
- E. Distribute payroll checks and file bi-weekly payroll reports.
- F. Assists with the preparation of payroll analysis reports.
- G. Manage payroll verification and reconciliation issues.
- H. Perform daily transfer of recorded time input from electronic and manual recording stations; input data into time management system for daily and summary reports.

Coordination of Work:

- A. Demonstrates effective judgment in prioritizing work assignments.
- B. Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.

Specialized Support:

- A. Updates and distributes employee roster bi-monthly.
- B. Monitors with DSD, license renewal requirements. Issues due date letters to employees on a monthly basis.
- C. Responds to employee requests for insurance forms and discount cards, etc.
- D. Monitors Alien card requirements on a monthly basis.
- E. Reviews payroll status report (quarterly). Under the direction of the Executive Director, processes change of status NPA's

Clerical Support:

- A. Performs special management personnel related projects per instructions from the community Executive Director or the Business Office Manager.
- B. Staffs community receptionist position 50% of scheduled shift.
  - 1. Greeting and directing visitors.
  - 2. Answering telephones and directing calls.
  - 3. Lobby security – retrieves eloping patients.
- C. Serves as an alternate to prepare daily cash deposit format for administrative review.
- D. Serves as an alternate to prepare daily flash report of key operating statistics.
- E. Serves as an alternate for accounts payable coding, logging and submittal to Corporate Office accounts payable information.
- F. Serves as an alternate for Residents Accounts collection and distribution.
- G. Serves as an alternate for Admission Contract sign-in process.
- H. Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.
- I. Assists at the reception desk as needed.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or ensures the appropriate party resolve the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS:

##### Aptitudes:

Possesses good verbal and written communication skills. Has the ability to prepare correspondence independently, is able to proofread and spell correctly, to follow verbal and written instruction, and to learn and use medical terminology; the ability to set priorities.

##### Temperament:

Possesses the ability to adjust to situations involving a variety of duties characterized by frequent changes and frequent interruptions, to adjust to situations involving some repetitive procedures, to perform under stressful conditions, and to adjust to situations involving evaluation and decision making.

V. QUALIFICATIONS:

Education:

High School graduate or equivalent.

Training and Experience:

Two years of experience in secretarial work.

Knowledge and Abilities:

Possesses a wide knowledge of Business English, principles and practices of modern office methods and the ability to use them. Has knowledge of office equipment including electronic typewriter, computer and copy machine.

Other:

Possession of a valid California driver's license, access to an operating automobile, and at least minimum coverage car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Administration

DATE: \_\_\_\_\_

AUTHOR: Terrie Beck

Human Resources

DATE: 08/27/04



## PAYROLL / PERSONNEL ASSISTANT COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Knowledge of time recording system, follow-up of recorded hours; use of punch edit board.				
Knowledge of payroll summary reporting to corporate payroll.				
Knowledge of payroll verification, releases and after hours access of pay checks.				
Knowledge of employee evaluation system, distribution of related documents, required endorsement, and related NPA document preparation.				
.Knowledge of employment applicant processes including application, interview packets, evaluation and reference check.				
Able to complete/transmit daily "flash" report of key operational statistics.				
Able to complete daily cash deposits..				
Knowledge of OSHA, work compensation injury and related reporting to community safety committee.				
Knowledge of accounts payable invoice coding, logging and submittal.				
Able to complete new patient admission paperwork including admission contracts.				
Able to set up patient trust account, related documents and use of trust account petty cash.				
Knowledge of work software to prepare administrative reports.				
Knowledge of corporate compliance standards; and elder abuse indicators/reports, investigations, and reporting guidelines				
Knowledge of administrative supply ordering, storage, and release process.				
Knowledge of daily community overtime management reports.				
Knowledge of daily census reporting process.				
Able to assume receptionist duties.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Payroll / Personnel Assistant DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Prepare and maintain personnel files as required by federal and state law and accredited agency standards and Eskaton policy.				
Acts as liaison between Corporate Office and employee regarding employee benefits, enrollment and explanation of benefit coverage.				
Prepare workers' compensation forms and maintain OSHA log and workers' compensation files				
Ensures Pre and Post employment requirements are met including: - Health screening forms completed and in files. - Reference checks - Fingerprinting of new employees - Assist in new employee orientation - Assists in completion of exit interview for voluntarily terminated employees.				
Manages the employee evaluation process including setting up of schedule, distribution of evaluation packets, completion and review of related competency checklist.				
Preparation of "Notice of Personnel Action" forms. for Executive Director to approve and for signature.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for Payroll and related functions including: - Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.) - Time card audit on a daily basis - Process requests for PTO following approval by appropriate department manager.				
Initiate and distribute daily payroll reports (i.e., missed punch reports, hours, etc.)				
Time card audit on a daily basis				
Process requests for PTO following approval by appropriate department manager.				
Submit bi-weekly payroll to corporate support center.				
Distribute payroll checks and file bi-weekly payroll reports.				
Assists with the preparation of payroll analysis reports.				
Manage payroll verification and reconciliation issues.				
Perform daily transfer of recorded time input from electronic and manual recording stations; input data into time management system for daily and summary reports.				
Demonstrates effective judgment in prioritizing work assignments.				
Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.				
Updates and distributes employee roster bi-monthly.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Monitors with DSD, license renewal requirements. Issues due date letters to employees on a monthly basis.				
Responds to employee requests for insurance forms and discount cards, etc.				
Monitors Alien card requirements on a monthly basis.				
Reviews payroll status report (quarterly). Under the direction of the Executive Director, processes change of status NPA's				
Performs special management personnel related projects per instructions from the community Executive Director or the Business Office Manager.				
Staffs community receptionist position 50% of scheduled shift. <ul style="list-style-type: none"> <li>- Greeting and directing visitors.</li> <li>- Answering telephones and directing calls.</li> <li>- Lobby security – retrieve eloping patients.</li> </ul>				
Serves as an alternate to prepare daily cash deposit format for administrative review.				
Serves as an alternate to prepare daily flash report of key operating statistics.				
Serves as an alternate for accounts payable coding, logging and submittal to Corporate Office accounts payable information.				
Serves as an alternate for Residents Accounts collection and distribution.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Serves as an alternate for Admission Contract sign-in process.				
Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.				
Assists at the reception desk as needed.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command; consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload; sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, Executive Director, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
PERSONNEL CLERK  
17-57  
GREENHAVEN COUNTRY PLACE

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1992

REVIEW DATE: May 1, 2001

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY:

The Personnel Clerk maintains the personnel files, assists with the orientation of new employees, receives and monitors recruitment information, and responds to employment/employee related issues. This position also performs a variety of secretarial and administrative tasks.

II. JOB RELATIONSHIPS:

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: All staff within the facility, vendors, residents and visitors

III. ESSENTIAL JOB FUNCTIONS:

Coordination of Work:

- A. Demonstrates effective judgment in prioritizing work assignments.
- B. Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.

Specialized Support:

- A. Updates and distributes employee roster bi-monthly.
- B. Maintains CPR certification log on a monthly basis.



- C. Monitors license renewal requirements and issues due date letters to employees on a monthly basis.
- D. Establishes and maintains employee personnel files.
- E. Responds to employee requests for insurance forms, discount cards, etc.

#### Clerical Support:

- A. Performs special clerical projects per instructions from Operations Manager.
- B. Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.
- C. Accurately prepares monthly agency activity calendar within accepted time frame.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

## Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

## Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORK TRAITS:

### Aptitudes:

Possesses good verbal and written communication skills. Has the ability to prepare correspondence independently, is able to proofread and spell correctly, to follow verbal and written instruction, and to learn and use medical terminology; the ability to set priorities.

### Temperament:

Possesses the ability to adjust to situations involving a variety of duties characterized by frequent changes and frequent interruptions, to adjust to situations involving some repetitive procedures, to perform under stressful conditions, and to adjust to situations involving evaluation and decision making.

## V. QUALIFICATIONS:

### Education:

High School graduate or equivalent.

### Training and Experience:

Two years of experience in secretarial work. Must be able to type 60 wpm and have computer experience.

Knowledge and Abilities:

Possesses a wide knowledge of Business English, principles and practices of modern office methods and the ability to use them. Has knowledge of office equipment including electronic typewriter, computer and copy machine.

Other:

Possession of a valid California driver's license, access to an operating automobile, and at least minimum coverage car insurance.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources

## PERSONNEL CLERK COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> <b>Yes</b> <b>No</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Knowledge of time recording system, follow-up of recorded hours; use of punch edit board.				
Knowledge of payroll summary reporting to corporate payroll.				
Knowledge of payroll verification, releases and after hours access of pay checks.				
Knowledge of employee evaluation system, distribution of related documents, required endorsement, and related NPA document preparation.				
.Knowledge of employment applicant processes including application, interview packets, evaluation and reference check.				
Able to complete/transmit daily “flash” report of key operational statistics.				
Able to complete daily cash deposits..				
Knowledge of OSHA, work compensation injury and related reporting to facility safety committee.				
Knowledge of accounts payable invoice coding, logging and submittal.				
Able to complete new patient admission paperwork including admission contracts.				
Able to set up patient trust account, related documents and use of trust account petty cash.				
Knowledge of work software to prepare administrative reports.				
Knowledge of corporate compliance standards; and elder abuse indicators/reports, investigations, and reporting guidelines				
Knowledge of administrative supply ordering, storage, and release process.				
Knowledge of daily facility overtime management reports.				
Knowledge of daily census reporting process.				
Able to assume receptionist duties.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: PERSONNEL CLERK      DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates effective judgment in prioritizing work assignments.				
Demonstrates flexibility with changing work demands and demonstrates ability to plan and coordinate work schedules to meet a variety of deadlines efficiently.				
Updates and distributes employee roster bi-monthly.				
Maintains CPR certification log on a monthly basis.				
Monitors license renewal requirements and issues due date letters to employees on a monthly basis.				
Establishes and maintains employee personnel files.				
Responds to employee requests for insurance forms, discount cards, etc.				
Performs special clerical projects per instructions from Operations Manager.				
Demonstrates thorough knowledge in the care and use of office equipment, and reports need of service or repair promptly.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accurately prepares monthly agency activity calendar within accepted time frame.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ADMISSIONS COORDINATOR  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: ADMINISTRATION

EFFECTIVE DATE: April 1, 2004

REVISION DATE: September 29, 2022

Exempt \_\_\_\_\_ Non-exempt \_\_\_X

I. JOB SUMMARY

The Care Center Admissions Coordinator facilitates the admission of residents to Eskaton Care Center Greenhaven. The Coordinator also provides administrative support for those admissions as well as coordinating internal marketing activities.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers supervised: None

Interrelationships: Works closely with facility staff, including department heads to coordinate admitting resident care needs. Close working relationship with Eskaton Admissions Center Staff. Also works with vendors, residents, visitors, and all staff within the Corporation.

III. ESSENTIAL JOB FUNCTIONS

Admissions

- A. Works with Eskaton Admission managers to facilitate admission of residents. Prepares admission information for distribution to appropriate staff members.
- B. Coordinates placement of resident with facility staff.
- C. Conducts facility tours, discusses admission with families, conservators, clients, and case managers as needed.
- D. Assures the completion of the Admissions Packet with resident and/or family. Makes certain that documentation is thorough, timely, and complete.

- E. Provides resident and/or resident representative with required admission documents and ensures that the facility receives the necessary documents on admission (i.e. doctor's orders, physician selection, acute transfer data, etc.).
- F. Documents pertinent information related to admissions.
- G. Prepares and distributes census information reports to the Admissions Center daily.

#### Marketing/Customer Relations

- A. Promotes positive client relations programs and assists in the education of families and residents about the facility services and staff to support their needs.
- B. Assists the Health Services Director of Marketing in market feasibility and baseline studies.
- C. Serves as a member of committees whose purpose is to enhance resident and community relations.
- D. Participates in special events and presentations targeted at internal marketing education.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS:

Aptitudes:

Possesses the ability to work with little or no supervision, acquires new knowledge to perform additional and more difficult tasks, organizes and directs work efforts in order to achieve a high level of performance, efficiency, and professionalism. Possesses good problem solving skills.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents. Maintains a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS:

Education:

The candidate must be a High School graduate. Academic courses in gerontology beneficial.

Training and Experience:

A minimum of two years experience in long term care facilities and/or program is desirable. Basic computer skills required.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Some knowledge of reimbursement and public assistance programs helpful.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 04/21/2004

Human Resources



**Admissions Coordinator**

**COMPETENCY CHECKLIST**

Facility Employee: Date of Hire	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Shows proficiency in admission process.				
Explain admission-screening process.				
Demonstrate tour procedure.				
Instruction on completing an admission packet: a. Face sheet (Gen16 4/92) b. Admission Agreement (Gen23 1/97) c. MDS section AA, AB, AC d. Bed Hold Notification (#153-N rev. 9/93) e. Insurance Verification Authorization Form (215X 3/96) f. Consents (#149-N 7/93) g. Communication to the Physician (114N 3/97) h. Billing Status/Financial Guarantor (RDFORM.DOCLS 7/17/96) i. Admission Checklist (AA-CKLST.DOC) j. PAS/PASSAR (DHS 6170 8/94)				
Compile a new admission packet.				
Instruction on how to update daily census on computer.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_





ESKATON  
DISCHARGE PLANNING ASSISTANT  
17-F5  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing

EFFECTIVE DATE:       October 28, 2013

REVISION DATE:

REPLACES:            Discharge Coordinator Job Description

Exempt           \_\_\_\_\_                   Non-exempt           \_\_\_X

I.    JOB SUMMARY

The Discharge Planning Assistant is responsible for support processes to the Discharge Coordinator to facilitate discharge planning on all residents, both short term residents, as well as, long term residents.

II.   JOB RELATIONSHIPS

Responsible to:           Discharge Coordinator

Workers Supervised:       None

Interrelationships:       Works closely with residents, families, visitors, facility staff and vendors.

III.   ESSENTIAL JOB FUNCTIONS

- A.   Assists the Discharge Coordinator in planning resident discharge planning, starting with admission of resident.
- B.   Meets with resident and/or responsible party within 72 hours of admission to complete initial admission observation. Initiates initial Discharge Plan with input from residents, family, and members of the staff.
- C.   Arranges for assisted living and/or board and care assessments or evaluations prior to discharge.
- D.   Orders recommended durable medical equipment from vendors prior to discharge; coordinates equipment ordering with managed care organization as needed.
- E.   Ensures post-discharge follow up appointments are scheduled prior to discharge.

- F. Works with resident and/or responsible party to coordinate discharge time, transportation and pharmacy designation; schedules transportation as needed.
- G. Assembles home health packets, faxes information to home health agency and secures start date for services.
- H. Assists in contacting placement agencies to coordinate meeting with residents requiring placement services.
- I. Assists with issuing denial of service notification letters and explain terms of skilled/Medicare coverage.
- J. Assists Unit Secretaries with chart copying for request of appeal.
- K. Assists Discharge Coordinator with preparation of discharge instructions.
- L. Communicates with HMO case managers for concurrent review stays within deadlines.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance in a caring and timely manner.
- B. Takes the initiative to resolve resident concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional and more difficult tasks. Possesses good problem solving skills. Possesses the ability to handle multiple and conflicting demands in a fast-paced environment.

### Temperament:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and maintains a high level of performance in an environment of frequent demands and changes. Also possesses a positive working relationship capacity.

### Physical Demands and Working Conditions:

See attached ADA form.

## V. QUALIFICATIONS

### Education:

Minimum high school diploma with certification in a health related field (medical

assistant, medical terminology, health information technology, etc.); Associates preferred. Knowledge of medical terminology, insurance benefits and academic courses in gerontology are beneficial.

Training and Experience:

A minimum of one to two years experience in long term care facilities and/or program is desirable. Experience with interpersonal and interviewing skills is helpful. Experience in discharge planning is desirable.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Knowledge of reimbursement and public assistance programs as well as community services is helpful. Knowledge of medical conditions and medical terminology helpful as well as knowledge of community resources, the healthcare delivery system, managed care and lower levels of care. Verbal and written communication capabilities a plus.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_  
Administration

DATE:

AUTHOR: \_\_\_\_\_  
Human Resources

DATE:

ESKATON  
HEALTH INFORMATION CLERK  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Medical Records

EFFECTIVE DATE: September 2, 2009

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY:

The Health Information Clerk is responsible for organizing and maintaining medical records and reviews all charts for completion and accuracy in accordance with State and Federal regulations, accepted professional standards and facility policies and procedures. Files all reports in the appropriate medical records, and responds to Eskaton Billing Service requests for delinquent billing information.

II. JOB RELATIONSHIPS:

Responsible to: Health Information Manager

Workers supervised: None.

Interrelations: -All staff within the facility, vendors, residents and visitors  
-Facility medical staff  
-Physicians and ancillary care providers

III. ESSENTIAL JOB FUNCTIONS:

Public Relations:

- A. Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.
- B. Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.
- C. Assembles charts and inserts in a timely fashion.
- D. Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.

General Duties:

- A. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- B. Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- C. Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.
- D. Purges medical records charts within medical records procedural guidelines.
- E. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.
- F. Performs assigned computer-based tasks and audits.
- G. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- H. Accurately completes all copying and/or distribution requests received.
- I. Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.
- J. Breaks down discharged resident charts and completes discharge chart audit.
- K. Processes and files faxes and other written communication from physicians and ancillary services.
- L. Uploads and indexes paperwork and source documents into electronic health record.
- M. Performs assigned computer-based tasks and audits.
- N. Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.
- O. Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.
- P. Processes documents for mailing to physicians and responsible parties.

- Q. Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.
- R. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses effective communication skills, both written and verbal, and adjusts to frequent interruptions. Has the ability to organize, prioritize and self-motivate.

Temperament:

Ability to adjust to frequent interruptions, to work with little supervision and a minimal amount of contact with other staff. Is able to works under stressful conditions.

V. QUALIFICATIONS:

Education:

High School graduate or GED., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification or qualification for nurse assistant certification through prior training/experience.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care facility direct unit.



Knowledge and Abilities:

Possesses knowledge of performing personal care services in a skilled nursing facility. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



## HEALTH INFORMATION CLERK COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Knowledge of medical chart, contents and organization..				
Knowledge of medical records audit venue and elements of auditing..				
Knowledge of processes to close discharge chart.				
Knowledge of forms ordering process..				
Knowledge of process to “thin” chart.				
Knowledge of physician credentialing processes.				
Knowledge of legal chart reproduction process.				
Able to record minutes of committee meetings.				
Knowledge of new patient admitting process.				
Knowledge of corporate compliance and elder abuse indicators, investigations, and reporting guidelines.				
Knowledge of RPI scheduling process.				
Knowledge of MDS download process.				
Knowledge of EQIP problem solving processes.				
Able to assume duties of receptionist.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: **Health Information Clerk** DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.				
Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.				
Assembles charts and inserts in a timely fashion.				
Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.				
Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.				
Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.				
Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Purges medical records charts within medical records procedural guidelines.				
Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.				
Performs assigned computer-based tasks and audits.				
Sends and receives faxed materials per procedure; maintains unit level inventory of forms.				
Accurately completes all copying and/or distribution requests received.				
Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.				
Breaks down discharged resident charts and completes discharge chart audit.				
Processes and files faxes and other written communication from physicians and ancillary services.				
Uploads and indexes paperwork and source documents into electronic health record.				
Performs assigned computer-based tasks and audits.				
Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.				
Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.				
Processes documents for mailing to physicians and responsible parties.				
Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). . Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DIRECTOR OF ENVIRONMENTAL SERVICES  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Environmental Services

EFFECTIVE DATE: January 12, 2007

REVISION DATE:

Exempt

X

Non-exempt

I. JOB SUMMARY

The Director of Environmental Services performs and oversees the maintenance and repairs of the facility's heating/cooling systems, water, gas, electrical, and mechanical systems. This position is responsible for the general appearance and condition of the facility, for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements, and for the hiring, training, employment decisions, supervision and coordination of the maintenance for the facility. This position assists in the development and implementation of operating and capital equipment budgets. Maintains the facility in an aesthetic and well operating manner.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: Maintenance, Housekeeping, Laundry staff

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Develops and implements preventative maintenance and safety programs for heating/cooling systems, water, gas, electrical, and mechanical systems.
- B. Responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSHPD, and the office of the State Fire Marshall.
- C. Is responsible for the day-to-day supervision and direction of the maintenance, housekeeping and laundry personnel. This includes the

setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.

- D. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- E. Purchases all non-capital items required for general maintenance of building and grounds.
- F. Responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.

- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperament:

Has the ability to maintain a positive and stable disposition in performing work and in association with staff and residents and to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

High school graduate or G.E.D. Graduation from trade school related to electrical, plumbing, carpentry and landscaping skills or equivalent experience in these areas.

##### Training and Experience:

A minimum of five years in general maintenance. Two to three years in a supervisory capacity in all areas of maintenance.

Job Knowledge:

Knowledge of boilers, compressors, motors and machinery, as well as various electrical, mechanical and plumbing systems. Ability to read and interpret blueprints and technical manuals and to organize and implement work projects in a timely manner according to facility priorities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Terrie Beck 4/12/03  
Human Resources



## Director of Environmental Services

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrate knowledge and use of the Preventative Maintenance program.				
Demonstrate knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrate ability to supervise and direct maintenance, laundry, housekeeping personnel.				
Demonstrate ability to start-up, operate under load, and shut down emergency generator.				
Demonstrate knowledge of the facility's electrical systems.				
Demonstrate ability to activate/deactivate alarm system.				
Demonstrate ability to be liaison between nursing and contracted services.				
Explain process for hiring, orienting, training, and coaching personnel.				
Explain the hazardous materials program.				
Demonstrate ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Dir of Environmental Services DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Develops and implements preventative maintenance and safety programs for heating/cooling systems, water, gas, electrical, and mechanical systems.				
Responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSHPD, and the office of the State Fire Marshall.				
Is responsible for the day-to-day supervision and direction of the maintenance, housekeeping and laundry personnel. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.				
Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.				
Purchases all non-capital items required for general maintenance of building and grounds.				
Responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQUIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPING/LAUNDRY SUPERVISOR  
17-08  
GREENHAVEN COUNTRY PLACE

DEPARTMENT: Housekeeping/Laundry

EFFECTIVE DATE: January 1, 2000

REVISION DATE: April 27, 2001

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Housekeeping/Laundry Supervisor is responsible for hiring, training, and making employment decisions for the housekeeping and laundry departments. This position maintains the appropriate inventory and supplies for the department.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: Housekeepers, Laundry Workers

Interrelationships: All staff within the facility, residents, and visitors.

III. ESSENTIAL JOB FUNCTIONS

Administrative Functions

- A. Creates work schedules, assigning personnel to specific duties and areas.
- B. Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.
- C. Is responsible for in-service training on chemical usage and safety.
- D. Ensures that work/cleaning schedules are followed as closely as practical.
- E. Trains assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.
- F. Meets with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.

- G. Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.
- H. Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.
- I. Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.
- J. Recommends equipment and supply needs to the Administrator.
- K. Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.
- L. Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.
- M. Ensures equipment is cleaned and properly stored at the end of the shift.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.



- F. Maintains constructive relationships with managers,peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the facility, to follow written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperament:

Has the ability to work with staff and residents in a friendly/service oriented manner, to communicate effectively with other departments, and to work within stringent time restraints and able to work alone, often without close supervision.

V. Qualifications

Education:

High School education or equivalent G.E.D.

Training and Experience:

Five to eight years experience in housekeeping and laundry in a large institutional setting. Three to five years recent supervisory experience in laundry and housekeeping required.

Job Knowledge:

Thorough knowledge of chemical procedures for washing, drying and infection control. Knowledge of cleaning schedules necessary for maintenance of the facilities. Knowledge of Title XXII and OSHA requirements

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 1/1/00

Human Resources



## Housekeeping/Laundry Supervisor

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates ability to develop work schedules, assigning personnel to specific work tasks.				
Demonstrates process for hiring, orienting, training, and coaching personnel.				
Demonstrates a working knowledge of the infection control policies.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDS.				
Demonstrates use of proper body mechanics and ability to reduce lifting exposures.				
Demonstrates safe operation of electrical equipment.				
Can explain department responsibilities and safety procedures in the event of an external or internal disaster.				
Demonstrates efficient inventory control systems, code invoices and use spend-down sheets.				
Demonstrates proper use of cleaning supplies.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

02-21-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: HOUSEKEEPING/LAUNDRY SUPERVISOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Creates work schedules, assigning personnel to specific duties and areas.				
Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.				
Is responsible for in-service training on chemical usage and safety.				
Ensures that work/cleaning schedules are followed as closely as practical.				
Train assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.				
Meet with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.				
Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.				
Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.				
Recommends equipment and supply needs to the Administrator.				
Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.				
Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.				
Ensures equipment is cleaned and properly stored at the end of the shift.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MAINTENANCE ASSISTANT  
17-45  
GREENHAVEN COUNTRY PLACE

DEPARTMENT: Maintenance

EFFECTIVE DATE: January 1, 1992

REVISION DATE: May 1, 2001

Exempt                    \_\_\_\_\_                    Non-exempt                      X  

I.    JOB SUMMARY

The Maintenance Assistant is responsible for the maintenance and repairs of minor electrical, plumbing, and mechanical equipment. Responsibilities also include trouble-shooting heating and air-conditioning malfunctions, minor remodeling and carpentry work. Maintains a high degree of interpersonal skills with residents and vendors.

II.   JOB RELATIONSHIPS

Responsible to:                    Maintenance Supervisor

Workers supervised:                None

Interrelationships:                All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Performs various tasks associated with the maintenance and repair of the facility.
- B.    Plumbing: Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.
- C.    Electrical: Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur.

Monitors and replaces lights, fixtures, and associated electrical appliances as needed.

- D. Carpentry: Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.
- E. General Maintenance: Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.
- F. Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.
- G. Accepts incoming freight and notifies respective departments of merchandise arrivals.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

### Temperament:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Possesses the ability to maintain a high level of performance in an environment of frequent demands and constant interruptions.

V. QUALIFICATION

Education:

High school graduate or equivalent G.E.D. Graduation from trade school related to electrical, plumbing, and carpentry skills or completion of a recognized OJT training program in those areas, preferred.

Training and Experience:

A minimum of two years general maintenance experience with emphasis upon electrical, plumbing and carpentry.

Job Knowledge:

Practical knowledge of plumbing systems, electrical concepts and construction knowledge in compressors, water systems and various tools and equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources





## Maintenance Assistant COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Demonstrates knowledge and implementation of the Preventive Maintenance program.				
Demonstrates how to use the MSDS manual.				
Demonstrates use of personal protective equipment.				
Demonstrate safety and knowledge when working with electrical tools and equipment, main panels, and shut offs.				
Demonstrates working knowledge and safety of tools used in daily operations.				
Demonstrates completion of a work order.				
Demonstrates all major utility shut off valves (gas, water, O2).				
Demonstrates knowledge of fire and disaster department responsibilities.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

02-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MAINTENANCE ASSISTANT DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs various tasks associated with the maintenance and repair of the facility.				
<u>Plumbing</u> : Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.				
<u>Electrical</u> : Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur. Monitors and replaces lights, fixtures, and associated electrical appliances as needed.				
<u>Carpentry</u> : Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.				
<u>General Maintenance</u> : Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.				
Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accepts incoming freight and notifies respective departments of merchandise arrivals.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MAINTENANCE SUPERVISOR  
17-64  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Maintenance  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: May 1, 2003

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The Maintenance Supervisor performs and oversees the general maintenance and repairs of the facility including heating/cooling systems, water, gas, electrical, and mechanical systems. He/She is responsible for the general appearance and condition of the exterior of the building and grounds and for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements. This position is also responsible for the hiring, training, employment decisions, supervision and coordination of the maintenance and grounds for the facility. He/She assists in the development and implementation of operating capital equipment budgets and maintains the facility in an aesthetic and well operating manner.

II. JOB RELATIONSHIPS

Responsible to: Administrator  
Workers supervised: Maintenance staff  
Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Implements and is responsible for maintenance and preventative maintenance programs for systems including, but not limited to heating/cooling, water, gas, electrical, and mechanical systems.
- B. Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.
- C. Is responsible for the day-to-day supervision and direction of maintenance department. This includes the setting of priorities, goals,



project completion, and maintenance logs for all repairs and replacements at the facility.

- D. Oversees all contracted grounds work.
- E. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- F. Purchases all non-capital items required for general maintenance of building and grounds.
- G. Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.
- H. Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.
- I. Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.
- J. Participates in rotation of on-call maintenance coverage for the facility.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health and Insurance Portability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to understand blue prints, be mechanically inclined, manually dexterous and capable of solving problems with the Maintenance

Department. The Maintenance Supervisor must also contain the ability to supervise employees within the constraints of Eskaton policy and California law.

Temperament:

Possesses the ability to maintain a positive and stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school graduate or graduate of a technical or vocational school.

Training and Experience:

Three years experience with progressive responsibility in maintenance, refurbishment, and power plant work. Supervisory experience.

Job Knowledge:

Must have a knowledge of boilers, compressors, motors and allied machinery, as well as the various electrical, mechanical, and plumbing systems. Is able to read and interpret blue prints and technical manuals and possesses knowledge of supplies and equipment used, and the care of this equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5-12-03  
Human Resources

## Maintenance Supervisor COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates knowledge and use of the Preventative Maintenance program.				
Demonstrates knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrates ability to start-up, operate under load, and shut down emergency generator.				
Demonstrates knowledge of the facility's electrical systems.				
Demonstrates ability to activate/deactivate alarm system.				
Explain the hazardous and biohazardous materials program.				
Demonstrates ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MAINTENANCE SUPERVISOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Implements and is responsible for maintenance and preventative maintenance programs for systems, including, but not limited to, heating/cooling, water, gas, electrical, and mechanical systems.				
Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.				
Is responsible for the day-to-day supervision and direction of the maintenance department. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.				
Oversees all contracted grounds work.				
Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.				
Purchases all non-capital items required for general maintenance of building and grounds.				
Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.				
Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.				
Participates in rotation of on-call maintenance coverage for the facility.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPER  
17-84  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Environmental Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: September 20, 2019

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Housekeeper is responsible for cleaning the skilled nursing facility, and all common areas of the facility. This position is also responsible for providing the highest standards of cleanliness and quality on the facility.

II. JOB RELATIONSHIPS

Responsible to: Laundry/Housekeeper Supervisor

Workers supervised: None.

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

A. Provides daily cleaning of assigned resident units, assisted living center, skilled nursing facility, community center and other common areas.

Responsibilities include some of the following tasks:

1. Mops floor with germicidal solution.
2. Dust mops floor with treated dust mop.
3. Removes trash.
4. Dust furniture and fixtures. Dusts mini-blinds and horizontal dusting.
5. Cleans bathrooms (shower walls, tub, commode, vanity area,

mirrors, etc.).

6. Cleans windows and window tracks.
  7. Vacuums floors and edges.
  8. Other areas as deemed necessary.
- B. Is responsible for the care of all equipment on housekeeping Cart.
- C. Maintains good public relations with residents.
- D. Stocks housekeeping cart at end of shift.
- E. Has a basic understanding of infection control.
- F. Has a basic knowledge of chemical usage.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.

- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work with other departments within the facility.

##### Temperaments:

Is able to work with staff and residents in a friendly/service oriented manner, to communicate with all departments, to work within time restraints, and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school education or vocational training preferred.

Training and Experience:

No experience necessary. Will receive on the job training.

Job Knowledge:

Experience in housekeeping activities and use of supplies preferred.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 7/23/04  
Human Resources

## Housekeeping COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrate infection control procedures used while cleaning a resident's room.				
Show safety and special precautions when using hazardous materials from your housekeeping cart.				
Explain what the MSDS manual is for, where located, and how to use personal protective equipment.				
Explain how often gloves need to be changed when cleaning rooms.				
Demonstrate how to pick up and dispose of infectious waste.				
Explain the difference between general cleaning and deep cleaning.				
What special precautions do you use when cleaning an isolation room.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: HOUSEKEEPER DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of assigned resident units, assisted living center, skilled nursing facility, community center and other common areas.				
Is responsible for the care of all equipment on housekeeping Cart.				
Maintains good public relations with residents.				
Stocks housekeeping cart at end of shift.				
Has a basic understanding of infection control.				
Has a basic knowledge of chemical usage.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

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Employee Name

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Administration Signature

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Employee Signature

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Date

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Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LAUNDRY WORKER  
17-86  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Environmental Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: September 20, 2019

Exempt        \_\_\_\_\_        Non-exempt          X

I.    JOB SUMMARY

The Laundry Worker is responsible for operating laundry equipment, maintaining the physical cleanliness of the laundry, and launders residents' linens, blankets, towels, personal clothing, etc. This position sorts, folds and distributes linens and follows proper infection control procedures. Performs other duties as directed.

II.   JOB RELATIONSHIPS

Responsible to:            Laundry/Housekeeping Supervisor

Workers Supervised:      Laundry Aides

Interrelationships:        All staff within the community, vendors, residents, and visitors

III.   ESSENTIAL JOB FUNCTIONS

- A.    Disinfects soiled linen containers and guarantees that their lids are on at all times.
- B.    Treats stained articles with stain removing agents as instructed.
- C.    Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.
- D.    Folds and distributes clean linens.
- E.    Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.

- F. Assists with department cleaning.
- G. Maintains an accurate inventory of personal linens so as to reduce loss.
- H. Participates in quarterly laundry inventory audit.
- I. Separates soiled linens from clean linens and maintains proper storage of each.
- J. Has a basic understanding of infection control.
- K. Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.
- L. Reports linen needs to supervisor or lead housekeeper.
- M. Has an understanding of chemical usage.
- N. Keeps records of processed laundry.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.



IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the community, to follow written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperaments:

Is able to communicate with all departments, to work within time restraints and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school graduate.

Training and Experience:

No experience necessary.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources

## Laundry Worker

### COMPETENCY CHECKLIST

Community: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates operating skills for the washers and dryers.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDSs.				
Demonstrates use of proper body mechanics when loading/unloading washers and dryers.				
Demonstrates infection control procedures for cleaning linen barrels, storage of dirty and clean linen.				
Demonstrates the cleaning and general maintenance required on the washers and dryers.				
Demonstrates how to deliver clean linen to nursing areas and properly fold and store.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: LAUNDRY WORKER DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Disinfects soiled linen containers and guarantees that their lids are on at all times.				
Treats stained articles with stain removing agents as instructed.				
Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.				
Folds and distributes clean linens.				
Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.				
Assists with department cleaning.				
Maintains an accurate inventory of personal linens so as to reduce loss.				
Participates in quarterly laundry inventory audit.				
Separates soiled linens from clean linens and maintains proper storage of each.				
Has a basic understanding of infection control.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.				
Reports linen needs to supervisor or lead housekeeper.				
Has an understanding of chemical usage.				
Keeps records of processed laundry.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

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Employee Name

---

Administration Signature

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Employee Signature

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Date

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Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
FLOOR PERSON / JANITOR  
17-68  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Environmental Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: September 20, 2019

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.    JOB SUMMARY

The Floor Person / Janitor is responsible for maintaining the physical attractiveness of the facility by providing thorough cleaning services to the facility and all common areas.

II.   JOB RELATIONSHIPS

Responsible to:                      Environmental Services Supervisor

Workers Supervised:                None

Interrelationships:                 All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Provides daily cleaning of hallways, using treated dust mop and wet mops with germicidal solution.
- B.    Buffs, strips, and waxes floor according to a maintenance schedule.
- C.    Changes mop heads daily, or as required.
- D.    Cleans carpeting and rugs, by vacuuming and shampooing.
- E.    Cleans walls, windows, doors and ceilings; vacuums and/or washes air conditioning registers.
- F.    Picks up trash throughout the campus.

- G. Performs scheduled cleaning tasks as outlined in a daily, weekly, monthly bi-annual and annual preventive maintenance schedule.
- H. Cleans all light fixtures and skylights.
- I. Washes windows as required.
- J. Demonstrates the proper use and maintenance of all equipment and supplies used in the housekeeping department. Follows guidelines on equipment maintenance and routine preventative maintenance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- B. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school education or equivalent G.E.D.

Training and Experience:

Some janitorial or housekeeping experience is preferred.

Job Knowledge:

Understanding of general housekeeping duties and responsibilities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/04  
Human Resources

ESKATON  
DIRECTOR OF FOOD AND NUTRITION SERVICES  
ESKATON CARE CENTER

JOB TITLE CODE: 05  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: DIETARY MANAGER

Exempt          X          Non-exempt      \_\_\_\_\_

I. JOB SUMMARY

The Director of Food and Nutrition Services is responsible for the overall operation of the Food and Nutrition Department. The position oversees the coordination of the Food and Nutrition staff, the maintenance of the Food and Nutrition budget, ensure the Food and Nutrition and nutritional excellence for residents and provides Food and Nutrition consultation for the community.

II. JOB RELATIONSHIPS

Responsible to: Executive Director  
Workers supervised: Food and Nutrition Staff and Assistant Food and Nutrition Manager  
Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Works with the Assistant Food and Nutrition Manager and the Quality and Compliance Consultants to ensure compliance with Title XXII regulations with the health department and county health standards.
- B. Ensures that an appropriate menu cycle is designed and implemented for the community and makes appropriate adjustments when necessary.
- C. Directs the preparation of food according to the production sheets, recipes, census, and patient Food and Nutrition needs.
- D. Orders, stocks, and maintains an appropriate inventory of Food and Nutrition items.

- E. Oversees special catering events.
- F. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition Department.
- G. Addresses patient concerns as received from the Resident Council or individual patients.
- H. Assesses each resident's Food and Nutrition need and creates care plans in conjunction with the RAI Process/ IDT.
- I. Familiar with Disaster Plan.
- J. Makes resident visitations. Provides nutritional screening for each resident and participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- K. Develops, writes and post Food and Nutrition work and cleaning schedules.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton.
- B. Agrees to promote compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.

- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of QAPI (Quality Assurance Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Has the ability to direct and supervise staff, and to organize and direct work in order to achieve a high level of performance, efficiency, and professionalism in the Food and Nutrition Department. Ability to Coordinate the activities of the department with other departments in a mutually cooperative atmosphere. Must have technical adeptness, sound judgment and comprehensive knowledge of Food and Nutrition Services.

##### Temperament:

Possesses the ability to work effectively in order to meet deadlines, and to maintain a goal orientated attitude and direction during operational and administrative change. Due to the diversity and complexity of the position, the Food and Nutrition Manager must have a cooperative, flexible attitude in an environment of frequent interruptions.



V. QUALIFICATIONS

Education:

AA degree in Food Service Management; Certified Food and Nutrition Manager and Serv Safe certifications required.

Training and Experience:

Minimum three to five years experience overseeing a Skilled Nursing Food and Nutrition Department.

Job Knowledge:

Must have working knowledge of food service preparation principles, sanitation and safety standards for institutional kitchens. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition Department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/03  
Human Resources



## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Supervises staff appropriately by: Hiring; Training; Scheduling; Monitoring performance; Correction and discipline				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: Palatable; Attractive; Safe; Prepared according to menu; Served timely				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvements and recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p> <p>Position Reviewed:                      <input type="checkbox"/> Food and Nutrition Manager                      <input type="checkbox"/> Assistant Food and Nutrition Manager</p>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
ASSISTANT FOOD AND NUTRITION MANAGER  
ESKATON CARE CENTER

JOB TITLE CODE: 12

DEPARTMENT: Food and Nutrition Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: July 1, 2013

REPLACES JOB DESCRIPTION: ASSISTANT DIETARY MANAGER

Exempt        \_\_\_\_\_        Non-exempt          X  

I. JOB SUMMARY

The Assistant Food and Nutrition Manager helps oversee the community Food and Nutrition program from daily preparation of quality nutritious meals to monitoring of individual resident nutritional needs.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager

Workers supervised: Food and Nutrition Staff

Interrelationships: Must work closely with the administrative staff of the community, residents, families, visitors and vendors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Provides assessment of the Food and Nutrition department in order to outline the community needs and establish priorities.
- B. Directly supervises the Food and Nutrition employees.
- C. Orients all new employees which includes; on-the-job training, adherence to policies and procedures, as well as applicable regulations.
- D. Carries out the approved menu cycle, making the proper adjustments when necessary.
- E. Orders supplies, maintains an appropriate inventory and ensures proper storage of foods and kitchen supplies.
- F. Makes resident visitations. Provides nutritional screening for each resident, participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- G. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition department.

- H. Assists the Food and Nutrition Manager in designing, developing, and implementing Eskaton's policies and procedures, preventive maintenance programs and budgetary guidelines for the department.
- I. Provides quality assurance audits to ensure accuracy, quality and consistency.
- J. Reviews diet orders in charts, audits monthly computer print-out, and maintains tray ticket system.
- K. Provides appropriate supervision to staff in accordance with the community's prime values and established mission statement.
- L. Facilitates on-site Food and Nutrition in-services to residents. Attends and participates in appropriate in-service meetings.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperament:

Ability to maintain a positive stable disposition in performing work and in association with staff and residents. Ability to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Requires a High School diploma or equivalent and be working toward completion of Food and Nutrition Supervisor/Manager program specific to California. Serv Safe Certified.

Training and Experience:

Prefer one to two years experience in a food service operation.

Job knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE

APPROVED: \_\_\_\_\_  
Administration

DATE

AUTHOR: Terrie Beck  
Human Resources

DATE: 5/1/04

## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Supervises staff appropriately by: <ul style="list-style-type: none"> <li>- Hiring</li> <li>- Training</li> <li>- Scheduling</li> <li>- Monitoring performance</li> <li>- Correction and discipline</li> </ul>				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies.				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: <ul style="list-style-type: none"> <li>- Palatable</li> <li>- Attractive</li> <li>- Safe</li> <li>- Prepared according to menu</li> <li>- Served timely</li> </ul>				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvement recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends.				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p> <p><u>Position Reviewed:</u></p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Food and Nutrition Manager</span> <span><input type="checkbox"/> Assistant Food and Nutrition Manager</span> </div>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
COOK

JOB TITLE CODE: 88  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: June 24, 2013

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) COOK

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Cook is responsible for the preparation and serving of meals for the residents, for cooking a variety of foods that ensure the highest quality and resident satisfaction, maintains cleanliness of food services area. supervises the kitchen staff in the absence of Manager or Lead Cook.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager  
Workers supervised: Food and Nutrition Workers in the absence of Food and Nutrition Manager or Lead Cook  
Interrelationships: All staff within the community, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for all kitchen activities in the absence of the Food and Nutrition Manager/Lead Cook.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.



- E. Practices and applies portion control during preparation and service of all diets.
- F. Performs cleaning and maintenance of kitchen community and equipment according to schedules, and procedures. Maintains logs.
- G. Communicates and changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines established by the community with emphasis on the use of proper body mechanics and safe work practices.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

### IV. WORKER TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

#### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduate or GED.

Training and Experience:

Must have one to two years recent experience as a cook.  
Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

Other:

All staff, except wait staff and dishwasher positions, must be at least 18 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



### Cook/Cook Assistant

## COMPETENCY CHECKLIST

Community: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Food and Nutrition Department in absence of Food and Nutrition Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

ESKATON  
DIETARY AIDE  
ESKATON CARE CENTERS

JOB TITLE CODE: 85  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: August 16, 2017

Replaces JOB DESCRIPTION: CARE CENTER FOOD SERVICE WORKER

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Dietary Aide is responsible for the clean up of the meal period for which he/she is responsible. The Dietary Aide is also responsible for providing service in a friendly and congenial manner.

II. JOB RELATIONSHIPS

Responsible To: Food and Nutrition Manager

Workers supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

General

- A. Set-up trays with proper dishes, glasses, cups and eating utensils for meals to be served including correct assistive feeding devices as indicated on the tray card
- B. Prepare hot and cold foods and beverages for residents' meals as assigned by the Cook or Food and Nutrition Manager, following recipes and posted menus, for regular, modified and therapeutic diets
- C. Serve Food for meal delivery:
  - 1. Read tray card. Check carefully for allergies, food likes/dislikes, specific instructions
  - 2. Place on tray
    - Correct type and amount of beverages

- Correct type of food and texture as ordered by the diet with attention to serving modified and therapeutic diets
- Correct portion control
- Add correct condiments, i.e., salt, pepper, sugar, butter, etc.
- Special requested items

3. Recheck items on tray with tray card to insure resident receives correct diet

- D. Ensures resident satisfaction regarding meals through quality, quantity and presentation.
- E. Observes and practices all department safety and sanitation standards.
- F. Sets up, stocks and breaks down cold and non food items for meal service.
- G. Washes dishes in accordance with ware washing policy.
- H. Conducts tray line operations at meal times.
- I. Stocks silverware and condiment holders.
- J. Delivers food tray carts to specified locations at specified times.
- K. Prepares snacks and nourishments and delivers according to schedule. Receives and stocks food deliveries utilizing proper labeling, dating, rotation and FIFO concepts..
- L. Completes cleaning assignments in the Food and Nutrition Services areas using proper chemicals, equipment and procedures.
- M. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D. Food Handlers Certification must be obtained/maintained within 30 days of employment.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.

Job Knowledge:

Has the ability to read and to follow written as well as verbal instructions and to sort food tray cards. Knowledge of food serving and dish washing sanitary procedures and safety standards in working with cleaning chemicals.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources





## Dietary Aide

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares assigned foods in a palatable and attractive manner.				
Completes assigned meal service duties (tray line) in a timely and accurate manner.				
Uses safe food handling techniques (i.e., dating, labeling, food held at appropriate temps).				
Demonstrates good personal hygiene (i.e., hand washing, hair covering, clean uniforms).				
Keeps work area clean.				
Follows correct ware washing techniques.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

ESKATON  
DISHWASHER

JOB TITLE CODE : 69  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) DISHWASHER

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The dishwasher is responsible for assisting with the set-up and break down of the buffet tables and wait stations. The dishwasher is also responsible for washing dishes, utensils, pots and pans and for maintaining the kitchen area in a clean and orderly fashion. The dishwasher will also assist in putting away deliveries as assigned by the supervisor.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager (primary)  
Lead Cook

Workers Supervised: None

Interrelationships: Food and Nutrition Manager, administrative staff,  
coworkers, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Assists in the set up and break down meals.
- B. Washes dishes IAW ware washing policy. Maintains dish machine and sanitization logs.
- C. Assists Lead Cook in assigned tasks as directed
- D. Maintains the cleanliness of the department IAW posted cleaning schedule.
- F. Reports damage or problems to Supervisor/Maintenance.

- G. Keeps supervisor/manager informed of questions, reactions, comments or problems that may arise.
- H. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Has the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D., preferred.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.

Job Knowledge:

Understands the philosophy of quality customer service and customer satisfaction.

Other:

All staff, except wait staff and dishwasher positions, must be at least 15 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/2/01  
Human Resources

ESKATON  
PREP COOK  
ESKATON

DEPARTMENT: Food Services

EFFECTIVE DATE: June 24, 2013

REVISION DATE: December 5, 2013

REPLACES JOB DESCRIPTION: COOK ASSISTANT

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Prep Cook is responsible for the preparation of a variety of foods and ingredients to ensure the highest quality and resident satisfaction, maintains cleanliness of food services area.

II. JOB RELATIONSHIPS

Responsible to: Food Services Director/Dietary Manager(Primary)  
Assistant Manager/Lead Cook(Secondary)

Workers supervised: None

Interrelationships: All staff within the facility, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for preparation and production of ingredients and menu items as assigned.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.
- E. Practices and applies portion control during preparation and service of all diets.

- F. Performs cleaning and maintenance of kitchen facility and equipment according to schedules, and procedures, maintains logs.
- G. Communicates any changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Successful completion of all compliance training is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines. Practices proper body mechanics and safe work practices (i.e., lifting); wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

## V. QUALIFICATIONS



Education:

High school graduate or GED.

Training and Experience:

Previous Food Service Experience Preferred.

Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



## Cook/Prep Cook COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Dietary Department in absence of Dietary Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Cook DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Applies sanitation and safety techniques while working.				
Responsible for all kitchen activities in the absence of the Food Service Director.				
Prepares, cooks and services general and special therapeutic diet meals for residents.				
Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.				
Practices portion control while serving and/or supervising kitchen helpers in the service of diets.				
Cleans cooking utensils used in cooking, food preparation equipment and areas according to schedules and prescribed methods.				
Makes appropriate notations of food exchanges on daily menus.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures proper rotation of foodstuffs in all storage areas.				
Works in accordance with safety guidelines established by the facility with emphasis on the use of proper body mechanics and safe work practices.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
CASE MANAGER - LVN  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Case Management/Discharge Planner

EFFECTIVE DATE: September 15, 1993

REVISION DATE: March 7, 2014

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Case Manager coordinates the care of all patients admitted to the Managed Care unit. The Case Manager oversees all aspects of care from admission through discharge and care is coordinated through a multidisciplinary team. The Case Manager directs team members to deliver care within appropriate time frames and in the most cost effective manner.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers Supervised: None

Interrelationships: Patients and families, visitors, payor case managers, MD's, and internal staff and vendors.

III. ESSENTIAL JOB FUNCTIONS

General

A. Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as "point person" for the process.

1. Meets with the Patients/Patient's Representative as soon as possible after admission. Admission orders are reviewed for specialized needs and for verification of appropriate level of care assigned by Managed Care payors.

2. Ensures Patient/Caregiver teaching needs are identified, communicated, and carried out by team members.

3. Refers high risk patients to the DON to review.

4. Leads the Interdisciplinary Team Meetings in the review of Medicare and Managed Care Patients to ensure that the treatment plan is timely, cost

effective, and based on the functional objectives necessary to achieve the discharge plan.

5. Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.
  6. Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.
  7. Documents appropriately and timely on assigned sections of the MDS.
- B. Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.
1. Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.
  2. Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.
  3. Acts as the "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team.
  4. Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Nursing.
  5. Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).
  6. Coordinates in-service training to educate staff about the Managed Care environment.
  7. Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.
- C. Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.
- D. Discharge Planning

1. Ensures that the discharge planning process is initiated 72 hours after admission by completing a Discharge Planning Assessment/Care Plan after collaboration with Patient/Caregiver, the Interdisciplinary Team, MD, and communicates that plan to Managed Care payors as required.
  2. Meets with Patient/Caregivers to discuss length of stay, insurance coverage, plan of care, and discharge planning several days after admission.
  3. Ensures that Nursing and Therapy have completed their treatment plans, that Patient/Caregiver training has been completed, and that MD orders are current and updated for discharge.
  4. Ensures that arrangements for follow up care are made for discharge including: home health referrals (RN, Therapy, etc), equipment needs, and other supportive community services as needed.
- E. May serve as a member of any of the following committees:
1. Quality Assurance and Performance Improvement (QAPI)
  2. Continuous Quality Improvement (CQI) Process
  3. Interdisciplinary Team Conference

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.

- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of QAPI (Quality Assurance Performance Improvement).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the DON and Administrator.

#### Customer Service

- A. Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

## Teamwork

- A. Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the facility and with other parts of the organization.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

## Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined by Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.

## IV. WORKER TRAITS

### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have **excellent** communication skills with the ability to be assertive without being aggressive.

### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and patients and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A graduate of an accredited school of professional nursing and has a valid California LVN license; current CPR certification.

Training and Experience:

Must have at least two (2) years in a rehab/sub-acute/SNF Medicare Distinct Part setting with case management responsibilities and/or insurance industry and/or health care management experience.

Knowledge, Skills, and Abilities:

Required current knowledge of federal, state and local regulations in the related healthcare field. Must possess excellent patient assessment skills, including the ability to evaluate medical records from the referring facility. Must have demonstrated ability to promote, negotiate, develop, and maintain relationships with consumers.

Must have knowledge of the managed care environment, as well as other payors. Must have the ability to teach (formally and informally) internal staff and external contacts regarding the facility's patient care delivery system.

Must meet all local health regulations and pass post-employment process.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 07/01/2005

Human Resources

## Case Manager

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates clinical competency in assessing patients.				
Demonstrates the ability to complete and interpret the Medicare log.				
Demonstrates the ability to identify high risk patients and acts proactively when coordinating care.				
Is able to identify changes in levels of care, and responds appropriately.				
Demonstrates the ability to recognize/ report/ and negotiate a higher rate of reimbursement based on changes in condition.				
Demonstrates the ability to complete the case communication log.				
Demonstrates an understanding of the discharge planning process.				
Is able to identify appropriate DME items needed for a planned discharge.				
Is able to complete all required documentation for a discharge .				

Signature \_\_\_\_\_

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

Reviewer's Signature \_\_\_\_\_

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

3-6-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Case Manager - LVN DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as a "point person" for the process.				
Meets with the patients and/or patient representative within 24 hours after admission or as soon as possible after admission. Admission orders are reviewed for specialized needs and appropriate level of care for reimbursement.				
Ensures that the discharge planning process is initiated within twenty-four (24) hours of admission and monitors discharge planning process (Discharge Planning Assessment).				
Ensures patient/family teaching needs are identified, communicated, and carried out by team members.				
Refers any high risk patients daily to the DON to review.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Leads the daily/weekly interdisciplinary team meetings in the review of Medicare and Managed Care patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.				
Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.				
Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.				
Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.				
Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.				
Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.				
Documents pertinent patient information in nursing notes/case manager communication forms, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Acts as "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team. "Point Person" to inform patients/families of the goals for length of stay and authorized care/benefits for skilled care.				
Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Case Management.				
Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).				
Coordinates inservice training to educate staff about the Managed Care environment.				
Acts as a resource to the facility regarding Managed Care issues.				
Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.				
Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
May serve as a member of any of the following committees: 1. Eskaton Quality Improvement Process (EQIP) 2. Continuous Quality Improvement (CQI) Process 3. Infection Control 4. Utilization Review 5. Pharmacy 6. Interdisciplinary Team Conference.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Leads by example. Provide appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the DON and Administrator.				
Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the facility and with other parts of the organization.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined by Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If “Yes”, have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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ESKATON  
PATIENT CARE COORDINATOR  
17-2P  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing

EFFECTIVE DATE:       September 15, 1993:

REVISION DATE:        May 1, 2004

Exempt           \_\_\_\_\_                   Non-exempt             X  

I.     JOB SUMMARY

The Patient Care Coordinator manages the comprehensive health care needs for all skilled residents admitted into an Eskaton Skilled Nursing Facility. The Patient Care Coordinator manages the care of such residents from the time of admission through their discharge. Discharge occurs when the resident is ready to go home, to a lower level of care, or needs SNF level care after short term rehabilitation. This is accomplished by using an interdisciplinary approach to attain goals while complying with State and Federal regulations governing skilled nursing facilities.

II.    JOB RELATIONSHIPS

Responsible to:           Director Of Nursing

Workers supervised:       General supervision of ancillary Nursing Staff.

Interrelationships         Internal staff, residents and families, and HMO case managers.

III.   ESSENTIAL JOB FUNCTIONS

A.     Provides on going assessments and evaluation of resident's need and plans and coordinates with the intradisciplinary team to ensure quality care and good clinical outcomes. Takes a proactive approach to identifying potential and actual clinical issues/concerns with positive outcomes.

B.     Monitors the 24 hour report and takes appropriate action on nursing/clinical issues. Reports change of condition to other team members and to the HMO Managed Care Coordinator and Physician.

- C. Reviews all new admissions for completeness/appropriateness of required documentation, maintains Medicare/Managed Care policies and procedures, assists residents and families in understanding the Medicare/Managed Care program and benefits, and schedules and conducts resident/family conferences.

#### Medicare/Managed Care Utilization

- A. Coordinates and consults with Admissions Coordinator regarding appropriate bed assignments of prospective admissions.
- B. Determines that residents are at the appropriate level of care, and observes for changes in bed assignment as condition and payor source information changes.
- C. Identifies the need for LTC of "Skilled" residents and proactively begins discharge planning (Manzanita or another SNF).
- D. Orients staff to service vendors for resident's specific health plan.

#### Documentation

- A. Completes the Medicare/Managed Care Logs, resident transfer notices, reports payor source status, authorization, extensions, and denials to the Business Office, Managed Care Consultant, Rehab Coordinator, and other department heads as necessary.
- B. Oversees the Medicare denial process and prepares MRQ's as needed.

#### Coordinates Discharge Planning

- A. Attends daily meetings with therapy staff, pre-rehab conference, and rehab conference rounds, communicates with resident and family the discharge plan, coordinates referrals (home care) related to continuity of care for discharge.
- B. Initiates and facilitates resident-patient-family teaching for discharge.
- C. Assumes responsibility for coordination and documentation of all services related to discharge.
- D. Keeps updated notes in patient's chart regarding discharge planning.

- E. Coordinates the transfer and documentation of residents to acute, long term care, intermediate or residential care facilities that assures a continuum of care.

Serves as a Member of the Following Committees

- A. Quality Assurance
- B. Infection Control
- C. Utilization Review
- D. Pharmacy
- E. Interdisciplinary Team Conferences

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to understand concepts, procedures, and underlying principals that impact standards of care in a rapidly changing health care environment. Is able to make sound judgments, to reason effectively, possesses outstanding clinical skills and communicates clinical information accurately to staff, residents, family members, physicians, and consultants. Must also have excellent written and oral communication skills.

Temperament:

Must have the ability to work well under stress and possess excellent coping skills for maximum flexibility and adaptability.

V. QUALIFICATIONS

Education:

Must be licensed in the state of California as a Registered Nurse.

Training and Experience:

Experience in HMO/Managed Care, SNF, and discharge planning.

Job Knowledge:

Must have knowledge of PC and relevant programs.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Patient Care Coordinator DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Provides on going assessments and evaluation of resident's need and plans and coordinates with the intradisciplinary team to ensure quality care and good clinical outcomes. Takes a proactive approach to identifying potential and actual clinical issues/concerns with positive outcomes.				
Monitors the 24 hour report and takes appropriate action on nursing/clinical issues. Reports change of condition to other team members and to the HMO Managed Care Coordinator and Physician.				
Reviews all new admissions for completeness/appropriateness of required documentation, maintains Medicare/Managed Care policies and procedures, assists residents and families in understanding the Medicare/Managed Care program and benefits, and schedules and conducts resident/family conferences.				
Coordinates and consults with Admissions Coordinator regarding appropriate bed assignments of prospective admissions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Determines that residents are at the appropriate level of care, and observes for changes in bed assignment as condition and payor source information changes.				
Identifies the need for LTC of "Skilled" residents and proactively begins discharge planning (Manzanita or another SNF).				
Orients staff to service vendors for resident's specific health plan.				
Completes the Medicare/Managed Care Logs, resident transfer notices, reports payor source status, authorization, extensions, and denials to the Business Office, Managed Care Consultant, Rehab Coordinator, and other department heads as necessary.				
Oversees the Medicare denial process and prepares MRQ's as needed.				
Attends daily meetings with therapy staff, pre-rehab conference, and rehab conference rounds, communicates with resident and family the discharge plan, coordinates referrals (home care) related to continuity of care for discharge.				
Initiates and facilitates resident-patient-family teaching for discharge.				
Assumes responsibility for coordination and documentation of all services related to discharge.				
Keeps updated notes in patient's chart regarding discharge planning.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Coordinates the transfer and documentation of residents to acute, long term care, intermediate or residential care facilities that assures a continuum of care.				
Serves as a member of the Quality Assurance committee.				
Serves as a member of the Infection Control committee.				
Serves as a member of the Utilization Review committee.				
Serves as a member of the Pharmacy committee.				
Serves as a member of the Interdisciplinary Team Conferences committee.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code and maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (LVN)  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.



### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California vocational nurse license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (RN)  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the community, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Reviews and provides data entry for Minimum Data Set (MDS) and care plan decisions.
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the community.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California registered nursing license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources





## MDS Coordinator

### COMPETENCY CHECKLIST

Community _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physician, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the community.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
ALZHEIMER'S PROGRAM ASSISTANT  
17-9B  
GREENHAVEN COUNTRY PLACE

DEPARTMENT: Social Services

EFFECTIVE DATE: June 16, 1997

REVISION DATE: May 1, 2001

Exempt \_\_\_\_\_ Non-exempt   X  

I. JOB SUMMARY:

Under the direction of the Alzheimer's Program Coordinator, the Alzheimer's Program Assistant facilitates and assists in the program for residents with Alzheimer's disease and related conditions.

II. JOB RELATIONSHIPS:

Responsible to: Alzheimer's Program Coordinator

Workers Supervised: None

Interrelationships: Must work closely with Alzheimer's Program Coordinator, Activities Director, Unit Charge Nurses, Unit CNAs, staff members, families of residents, residents, and volunteers.

III. ESSENTIAL JOB FUNCTIONS:

Alzheimers Program

- A. Facilitates daily activities for the Special Care Unit to meet the needs and interests of residents.
- B. Observes resident behavior; documents as required. Keep accurate records of resident participation in programs. Complete progress notes as assigned.
- C. Completes assigned charting.
- D. Assists with supervision of volunteers on Special Care Unit.

- E. Acts as resident advocate and works with facility staff to resolve issues of concern and ensure respect of resident's rights.
- F. Sets up and cleans up, with assistance from nursing staff, before and after programs.
- G. Reports to supervisor need for equipment and supplies.
- H. Attends assigned meetings, on-going educational programs, inservices, and workshops.
- I. Assists residents with meals.
- J. Available to work a schedule of weekends, holidays, and evenings. Be flexible to a changing schedule.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to residents in a timely manner.
- B. Takes the initiative to resolve resident or family concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly, and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes

The Alzheimer's Program Assistant must have the desire to work with residents with Alzheimer's disease or related condition. The ability to communicate effectively and have compassion for residents and families and be devoted to the responsibilities and duties of the position is imperative. He/She must be able to accept and utilize supervision and consultation.

##### Temperament

Possesses patience, warmth, flexibility, good team work, and communication skills. Is an individual who is organized, has a sense of humor, is open, shows initiative, and has the ability to function independently. Is able to set limits with residents and interact with them to promote their highest possible functional level.

Physical Demands and Working Conditions

Work can involve residents who may manifest aggressive and combative behaviors. The ability to bend, stoop, and stand for varied or extended periods of time is necessary. The work is performed inside a well-lighted, well-ventilated facility and outside on a secured, landscaped area.

V. QUALIFICATIONS

Training/education

A B.A. degree in Recreation, Social Service, or Gerontology preferred. Sixteen hours of orientation to dementia disease process and behavioral interventions.

Experience

Working with geriatric population, background in Alzheimer’s disease or related dementias.

Job Knowledge

Must know therapeutic recreation programs. Must be able to lead programs. Must interact effectively with residents with dementia.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: ALZHEIMERS PROGRAM ASSISTANT DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Facilitates daily activities for the Special Care Unit to meet the needs and interests of residents.				
Observes resident behavior; documents as required. Keep accurate records of resident participation in programs. Complete progress notes as assigned.				
Completes assigned charting.				
Assists, with supervision, supervision of volunteers on Special Care Unit.				
Acts as resident advocate and works with facility staff to resolve issues of concern and ensure respect of resident's rights.				
Sets up and cleans up, with assistance from nursing staff, before and after programs.				
Reports to supervisor need for equipment and supplies.				
Attends assigned meetings, on-going educational programs, inservices, and workshops.				
Assists residents with meals.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Available to work a schedule of weekends, holidays, and evenings. Be flexible to a changing schedule.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to residents in a timely manner.				
Takes the initiative to resolve resident or family concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly, and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
UNIT MANAGER  
17-13  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing

EFFECTIVE DATE: May 1, 1999

REVISION DATE: April 14, 2003

Exempt                          X                          Non-exempt                      \_\_\_\_\_

I.     JOB SUMMARY

The Unit Manager provides support to the Director of Nursing, including: performing the basic tasks of assessment (RAI), planning, intervention, supervision and evaluation of patient care to assure compliance within acceptable standards of care for assigned unit. This position works with nursing and other facility staff to ensure quality care for all residents. Collaborates and supports (with Case Manager) the admissions and the movement of residents within the facility based on required level of care. This position may serve as Director of Nursing in the absence of the DON.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Nursing

Workers Supervised:                Nursing staff assigned to unit

Interrelationships:                 This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Administrator, department heads, Corporate Consultants, physicians, residents and families, and other facility personnel.

III.   ESSENTIAL JOB FUNCTIONS

General:

- A.     The Unit Manager acts as the gatekeeper for the operation of the nursing unit.
- B.     Is accountable for the timeliness of the RAI process.

- C. Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.
- D. Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.
- E. Assumes ultimate accountability for coordination of nursing services in the assigned unit.
- F. Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.
- G. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.
- H. Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.
- I. Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Administrator.
- J. Determines the needs for appropriate training in collaboration with the Director of Staff Development.
- K. Participates in the selection and hiring process and the ongoing evaluation of the nursing staff for assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.
- L. Maintains staff adherence to nursing policies and procedures.
- M. Conducts daily rounds of all patients and is apprised of any changing conditions.
- N. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.

- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

##### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

A Graduate of an accredited school of professional nursing and has a valid California RN or LVN license; current CPR certification.

##### Training and Experience:

Requires a minimum of two years experience in nursing supervisory experience in acute, geriatric, rehabilitation or psychiatric nursing.

##### Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires effective the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 4/14/03

Human Resources



## Unit Manager

### COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
In addition to the Licensed Competency list:				
Demonstrates ability in referencing regulatory requirements				
Demonstrates the ability to access and obtain acuity reports from the ADDON software.				
Demonstrates the ability to develop implement and analyze trends on quality improvement monitors.				
Demonstrates an understanding of the RAI process.				
Demonstrates the ability to develop, update and evaluate care plans.				
Demonstrates the ability to identify clinical quality care issue				
Demonstrates the ability to analyze care issues in the medical record.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

<b>EMPLOYEE EVALUATION AND DEVELOPMENT PLAN</b>
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NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Unit Manager \_\_\_\_\_ LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
The Unit Manager acts as the gate-keeper for the unit and is accountable for the accurate and timely RAI process.				
Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.				
Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.				
Assumes ultimate accountability for coordination of nursing services in the assigned unit.				
Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.				
Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.				
Immediately reports any suspected or observed incidents of resident abuse to the Director of Nursing/Administrator.				
Determines the needs for appropriate training in collaboration with the Director of Staff Development.				
Participates in the selection and hiring process and the ongoing evaluation of the nursing staff in the assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.				
Maintains staff adherence to nursing policies and procedures.				
Conducts daily rounds of all patients and is apprised on any changing conditions.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance policy among subordinates.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policies among subordinates.				
Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If “Yes”, have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DIRECTOR OF STAFF DEVELOPMENT  
17-20  
Eskaton Care Center Greenhaven

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 13, 2015

Exempt        \_\_\_\_\_        Non-exempt          X

I.    JOB SUMMARY

The Director of Staff Development conducts, coordinates, and administers training for nursing and facility staff in the form of orientations, in-service training, and pre-certification training as indicated. This position keeps abreast of regulations pertaining to state and federal requirements and conducts and coordinates the nursing preceptor program. He/She also provides topical and current in-service educational programs, maintains all records related to education and training in the facility, and possesses the role of Infection Control Preventionist.

II.   JOB RELATIONSHIPS

Responsible to:                    Director of Nursing

Workers supervised:            No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships:              All staff within the community, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Orientation

- A.    Coordinates nursing orientation for all SNF nursing staff/support staff.
- B.    Coordinates the nursing preceptor program.

- C. Initiates and implements instructional programs for all staff.
- D. Maintains record-keeping requirements as required by Title XXII and federal regulations.
- E. Is the primary lead person in the interview/selection panel process for the facility.

#### In-service Education

- A. Maintains in-service attendance records for all staff as required.
- B. Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.

#### Infection Control

- A. Acts as the Infection Control Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of residents and employees.
- B. Coordinates the Hepatitis B program.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to one year of experience planning, implementing and evaluating educational programs in nursing. One year recent supervisory experience.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**Director of Staff Development**  
**COMPETENCY CHECKLIST**

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates an understanding of the Eskaton Hiring Process (reference checks, pre/post employment issues)				
Demonstrates the ability to administer and read a PPD TB test.				
Demonstrates the ability to create orientation program for CNA.				
Demonstrates the ability to create a continuing educational program including three month calendar.				
Demonstrates the ability to create a lesson plan with all the necessary components.				
Demonstrates ability to design fire and disaster drills.				
Demonstrates the ability to post inservices for all employees.				
Is able to demonstrate appropriate use of safety equipment and body mechanic training to others employees.				
Demonstrates the ability to present an inservice, (start and finish on time, follow the lesson plan, evaluate process).				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Director of Staff DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_  
Development - RN

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Coordinates nursing orientation for all SNF nursing staff/support staff.				
Coordinates the nursing preceptor program.				
Initiates and implements instructional programs for all staff.				
Maintains record-keeping requirements as required by Title XXII and federal regulations.				
Is the primary lead person in the interview/selection panel process for the facility.				
Maintains in-service attendance records for all staff as required.				
Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Acts as the Infection Control designee responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.				
Coordinates the Hepatitis B program.				
Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
INFECTION PREVENTIONIST / QUALITY ASSURANCE NURSE  
17-20  
Eskaton Care Center

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 2017  
REVISION DATE: N/A

Exempt        \_\_\_\_\_        Non-exempt        \_\_\_X

I.    JOB SUMMARY

The Infection Preventionist/Quality Assurance (IP/QA) Nurse conducts activities and maintains all records related to infection surveillance in the community and provides topical and current in-service educational programs related to infection control/prevention and quality improvement. The IP/QA Nurse also demonstrates comprehensive physical assessment skills for initial and follow-up appraisal of resident status through the RAI process and analyzes quality measures with the goal of continuous performance improvement.

II.   JOB RELATIONSHIPS

Responsible to:            Director of Nursing

Workers supervised:      No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships:        All staff within the community, vendors, residents and  
visitors.

III.   ESSENTIAL JOB FUNCTIONS

Infection Control

- A. Acts as the Infection Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of resident infections and employee health.
- B. Coordinates the Antimicrobial Stewardship Program
- C. Coordinates the Hepatitis B program.
- D. Coordinates the Influenza Vaccination Program for residents and employees and assures the community is in compliance with the masking mandate as directed by the county public health department.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance/Performance Improvement Program (QAPI). Ensures that program goals and objectives meet the community's standards of excellence and are compliant with state and federal regulations.
- B. Assists the MDS Coordinator as needed with RAI completion.
- C. Tracks and analyzes Quality Measures and Return to Acute data to develop quarterly Performance Improvement Plans in collaboration with the Interdisciplinary Team.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.



E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to recommended one year of experience working with the RAI process and tracking and analyzing quality measures.

One year recent supervisory experience.

Complete the AANAC/MDS certification within 1 year of hire.

Complete the Board of Infection Control & Epidemiology certification exam within 2 years of hire.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and the basics of  
4  
infection control/prevention and quality assurance/performance improvement

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_  
Human Resources

DATE: \_\_\_\_\_

ESKATON  
REGISTERED NURSE - CHARGE  
17-23  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 12, 2003

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I.     JOB SUMMARY

The Registered Nurse - Charge ensures skilled nursing care to residents in the community which includes: direct resident care, conferring with other departments, utilizing resource materials as needed, participation in case conferences and staff meetings, completing paperwork in a timely manner, conferring and meeting with physicians, maintaining discharge planners and other community resources as needed or directed.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Nursing, Unit Manager  
  
Workers supervised:                      Licensed Vocational Nurses, Certified Nurse Assistants, and others as directed by the Director of Nursing  
  
Interrelationships:                      All staff within the community, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS:

Comprehensive Nursing Care

- A.     Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.
  
- B.     Is responsible for the overall coordination of nursing care on the shift that he/she is designated.

- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.
- D. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.
- H. Assists physician in making rounds and assessments of residents.
- I. Coordinates resident care between disciplines.
- J. Is responsible for the overall coordination of nursing care on the shift he/she is designated.
- K. Administers IV therapy as required.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the community.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports

### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program or diploma school of nursing or an associate degree nursing program. Valid California registered nursing license. Current CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: 4/12/03

Terrie Beck  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

Community _____ Employee _____ Date Of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates: – Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of: – Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space – Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment – Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt: – Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management – Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management – Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Reviewer’s Signature: \_\_\_\_\_

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



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Registered Nurse- Charge LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.				
Is responsible for the overall coordination of nursing care on the shift that he/she is designated.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.				
Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.				
Assists physician in making rounds and assessments of residents.				
Coordinates resident care between disciplines.				
Is responsible for the overall coordination of nursing care on the shift he/she is designated.				
Administers IV therapy as required.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LICENSED VOCATIONAL NURSE - CHARGE  
17-31  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 12, 2003

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Charge Licensed Vocational Nurse provides skilled nursing care to residents, which includes: direct resident care, conferring with other disciplines, utilizing resources materials as needed, and participating in case conferences and staff meetings. This position also completes paperwork in a timely manner, confers and meets with physicians, provides discharge planners, and performs other community tasks as needed or directed.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Manager

Workers supervised: Certified nurse assistants, ward clerk as directed by the Director of Nursing.

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:  
Comprehensive Nursing Care:

- A. Supervises and directs care given to residents by LVN's and CNA's and ensures continuity of care by appropriately directing, coaching and counseling the staff.
- B. Coordinates resident care between disciplines.



- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.
- D. Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Assists physicians in making rounds and assessments of residents.
- H. Administer IV therapy within the scope of practice.
- I. Evaluates nursing care by means of current assessment tools.
- J. Reports diagnostic data and incorporates it into the plan of care.
- K. Assists in providing resident and family teaching and training.

#### Documentation

- A. Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.

- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.
- D. Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Case Management

- A. Communicates information regarding residents at team meetings, and coordinates care provided to the residents.
- B. Establishes short and long term goals for total resident care and management.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Valid California Licensed Vocational Nursing certificate. CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses additional knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and able to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

Facility _____ Employee _____ Date Of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates: – Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of: – Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Spacer				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment – Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt: – Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management – Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management – Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

Signature: \_\_\_\_\_

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

**Reviewer's Signature** \_\_\_\_\_

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

3-05-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Licensed Vocational Nurse- Charge LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNAs and ensures continuity of care by appropriately directing, coaching and counseling the staff.				
Coordinates resident care between disciplines.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.				
Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				
Assists physicians in making rounds and assessments of residents.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Administer IV therapy within the scope of practice.				
Evaluates nursing care by means of current assessment tools.				
Reports diagnostic data and incorporates it into the plan of care.				
Assists in providing resident and family teaching and training.				
Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.				
Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.				
Communicates information regarding residents at team meetings, and coordinates care provided to the residents.				
Establishes short and long term goals for total resident care and management.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ALZHEIMERS PROGRAM COORDINATOR  
17-38  
GREENHAVEN COUNTRY PLACE

DEPARTMENT: Social Services

EFFECTIVE DATE: January 1, 1993

REVISION DATE: May 1, 2001

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY:

The Alzheimers Program Coordinator is responsible for planning, organizing, and providing a program for adults with dementia who are residents of the Special Care Unit (C Wing) of the facility. The Program Coordinator serves as the Activity Director and Social Worker for the unit and has a key role in admission and discharge for the unit.

II. JOB RELATIONSHIPS:

Responsible to: Administrator

Workers Supervised: Program Aides, student interns, and community volunteers.

Interrelationships: All residents, families, visitors and staff plus representatives of community agencies.

III. ESSENTIAL JOB FUNCTIONS:

Alzheimers Program

- A. Evaluates participants' current activities, capabilities, and needs.
- B. Writes appropriate goals and objectives geared to maintain participants' social, physical, and intellectual capacities for as long as possible.
- C. Organizes, plans, and provides individual and group activities appropriate for people with different levels of dementia.

- D. Maintains chart documentation for residents in Activities and Social Services.
- E. Trains and supervises volunteers.
- F. Sets clear, reasonable expectations and provides thorough orientation and training to new volunteers.
- G. Supports, motivates, and expresses appreciation to volunteers and maintains volunteer satisfaction and high morale.
- H. Resolves problems sensitively and effectively, improving volunteer performance and handling performance problems fairly and appropriately.
- I. Serves as an effective communication link between unit staff and other units. Provides program management and coordinates functions with other units.
- J. Achieves unit objectives and maintains high quality unit work.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to residents in a timely manner.
- B. Takes the initiative to resolve resident or family concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships



- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly, and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

### IV. WORK TRAITS

#### Aptitudes

Possesses the ability to assess and carry out individual treatment planning, and to

plan, organize, and direct a multifaceted program of individual and group activities for individuals with dementia. Is able to teach, train, and supervise staff, to maintain positive relationships with multi-disciplinary staff, residents, families, volunteers/interns, community groups and agencies. Has the ability to understand medical terminology and health-related needs of participants and to utilize information resources. Spanish language ability very helpful.

Temperament

Possesses patience, warmth, flexibility, good team work, and communication skills. Is an individual who is organized, has a sense of humor, is open, shows initiative, and has the ability to function independently. Is able to set limits with residents and interact with them to promote their highest possible functional level.

V. QUALIFICATIONS

Training/education

A BA degree in Therapeutic Recreation or Social Work.

Experience

Previous experience in programming activities for individuals with cognitive impairment.

Job Knowledge

Possesses knowledge of the healthcare delivery system and skilled nursing facilities. Has experience in assessing individual's needs, writing goals and objectives, and planning/leading programs. Needs to have an understanding the roles of volunteers and interns in programs with a knowledge of adjunct therapies. Finally, this position must have a basic knowledge of medical problems (both physical and psychological), medical terminology, and specific knowledge of the types of dementias.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_  
Administration

DATE:

AUTHOR: Terrie Beck  
Human Resources

DATE: 5/1/01



## Alzheimer's Program Coordinator

### COMPETENCY CHECKLIST

<b>Facility: Greenhaven Country Place</b> <b>Employee: _____</b> <b>Date of Hire _____</b>	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Assesses potential residents for admission to C Wing based on established criteria.				
Administers the Mini Mental State Exam to potential C Wing residents.				
Develops monthly unit Activity schedule.				
Leads unit activities.				
Hires, trains, and carries out all supervisory duties for Alzheimer's Program Asst(s).				
Participates in Unit IDT Meetings serving in both the Activities and Social Services roles.				
Writes initial assessments on unit residents for both Activities and Social Services.				
Writes incidental progress notes as needed.				

<p>Serves as unit social worker:          *Meets residents needs for clothing and shoes; vision, hearing and dental services          *Involves Ombudsman as needed          *Relates to and supports family members          *Handles Theft and Loss, and Grievances          *Identifies and intervenes in residents emotional issues</p>				
<p>Trains staff in appropriate approaches to demented persons—either directly or by facilitating educational experiences taught by other providers.</p>				
<p>Facilitates unit “Task Force.”</p>				
<p>Facilitates Support Group for unit families.</p>				

**Signature:** \_\_\_\_\_

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

**Reviewer’s Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: ALZHEIMERS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
Evaluates participants' current activities, capabilities, and needs.				
Writes appropriate goals and objectives geared to maintain participants' social, physical, and intellectual capacities for as long as possible.				
Organizes, plans, and provides individual and group activities appropriate for people with different levels of dementia.				
Maintains chart documentation for residents in Activities and Social Services.				
Trains and supervises volunteers.				
Sets clear, reasonable expectations and provides thorough orientation and training to new volunteers.				
Supports, motivates, and expresses appreciation to volunteers and maintains volunteer satisfaction and high morale.				
Resolves problems sensitively and effectively, improving volunteer performance and handling performance problems fairly and appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Serves as an effective communication link between unit staff and other units. Provides program management and coordinates functions with other units.				
Achieves unit objectives and maintains high quality unit work.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to residents in a timely manner.				
Takes the initiative to resolve resident or family concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem-solving skills, and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly, and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems, and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CENTRAL SUPPLY CLERK  
17-59  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 13, 2004

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

A Central Supply Clerk provides for and maintains central supply inventory and verification of patient charges to accounts receivable, provides clerical assistance to both nursing and administration and provides as needed support to nursing administration.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: All staff with the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Inventory:

- A. Provides inventory of central supply items.
- B. Stickers all central supply items with charge stickers.
- C. Stocks the main CS storage area as well as all nursing stations.
- D. Follows up on all patient chargeable items to verify they were charged for.
- E. Tracks the coming and going of all durable medical equipment.
- F. Tracks and maintains appropriate inventory of oxygen.

- G. Checks physicians orders for: oxygen, catheters, and Accuchecks in order to assure items were charged and adequate supplies are in stock based on need.
- H. Pulls charge sheets weekly for corporate office.
- I. Makes up chart admission packages.

#### Clerical

- A. Performs typing for the Nursing Administrator
- B. Answers phones for receptionist relief
- C. Greets the public as necessary.
- D. Gives facility tours.
- E. Signs in residents for admissions.
- F. Performs any other tasks deemed necessary by the supervisor.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORK TRAITS

### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate and give direction to those visiting or calling the facility.

Temperaments:

Requires patience and tact in order to receive, relay and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education

High School Graduate or GED.

Training

One year of recent experience as a secretary and knowledge of personal computers and applicable software packages.

Knowledge and Abilities:

A working knowledge of a calculator and typewriter.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: \_\_\_\_\_

08/13/2004

Human Resources



## Central Supply COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Explain the mission of the department and how it relates to facility and Eskaton missions. Review general scope of the relationship of department to other departments in the facility..				
Dress code for Central Supply.				
Explain/show following areas: a. Monthly/annual budget for supplies are complete and thorough. b. Listing of approved vendors for purchasing. c. Location of Central Supply storage. d. Necessity for security of supplies at all times. e. Necessity of par levels of nursing supplies. f. Demonstrates neatness and cleanliness of Central Supply. g. Delivery of disposable incontinent pads is complete and thorough.				
Shows proficiency in daily checks of crash carts and suction equipment for completeness.				
Inventory control of oxygen.				
Shows proficiency in pulling of charge sheets weekly and sending to Accounts Receivable Clerk.				
Cross train for essential job functions of Staffing Clerk.				
Instruction on basic phone procedures for receptionist relief.				
Show computer input as it relates to Central Supply.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

5/22/02



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Central Supply Clerk DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides inventory of central supply items.				
Stickers all central supply items with charge stickers.				
Stocks the main CS storage area as well as all nursing stations.				
Follows up on all patient chargeable items to verify they were charged for.				
Tracks the coming and going of all durable medical equipment.				
Tracks and maintains appropriate inventory of oxygen.				
Checks physicians orders for: oxygen, catheters, and Accuchecks in order to assure items were charged and adequate supplies are in stock based on need.				
Pulls charge sheets weekly for corporate office.				
Makes up chart admission packages.				
Performs typing for the Nursing Administrator				
Answers phones for receptionist relief				
Greets the public as necessary.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Gives facility tours.				
Signs in residents for admissions.				
Performs any other tasks deemed necessary by the supervisor.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CERTIFIED NURSES ASSISTANT  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        April 12, 2003

Exempt                   \_\_\_\_\_                   Non-exempt                   \_\_\_\_\_ X

I.     JOB SUMMARY

The Certified Nurses Assistant provides personal care, nursing assistance, and other assigned tasks to residents. The Certified Nurses Assistant duties also include direct resident care, assisting daily living activities, providing resident documentation, and resident evaluation. Duties and assignments may be adjusted at the discretion of the Supervising Nurse or the Director of Nursing based on the evaluation of the resident's needs.

II.    JOB SUMMARY

Responsible to:           Director of Nursing and/or appropriate Nursing Supervisor.

Workers supervised:       None.

Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Direct Resident Care

- A.    Provides or assists in bathing or showering of residents for thorough cleanliness and hygiene.
- B.    Makes beds, straightens rooms, and keeps resident care areas in an organized manner.
- C.    Assists residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.

- D. Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.
- E. Demonstrates ability to provide oral care, shaving, and toileting in a safe and thorough manner.
- F. Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and self providing care.
- G. Takes and records temperature, pulse, blood pressure, and respiration's as required.
- H. Assists resident with simple range of motion or other exercises as directed by nurse or therapist and ambulates resident safely according to his/her endurance levels.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.
- J. Makes rounds to ensure resident's safety, comfort, medical attention every hour or as required by the patient.
- K. Collects specimens as directed.
- L. Completes weights for each resident as required.
- M. Sets up meal tray and assists with feeding as necessary. Assesses for choking and responds appropriately.
- N. Demonstrates knowledge of standard precautions and proper use of gloves, gowns, masks, eye protection, and linen handling.

#### Documentation

- A. Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B & B sheets, meal percentages, I & O's, etc.).
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.



- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- B. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.

- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition while working in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduation or G.E.D., preferred. Possession of a valid California Certified Nurse Assistant certification. Proficient ability to communicate orally and in writing.

Training and Experience:

Six months experience in providing personal care in a long term care facility preferred.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing facility, and has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, and to share information freely. Is able to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



## CNA COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates proper techniques in: Emptying foley cath bags Measuring output Positioning cath and drainage tubing				
Demonstrates how to bathe and groom residents while maintaining dignity .				
Demonstrates proper use of equipment: Tubs Lifts Scales				
Provides oral care for residents with: Natural teeth Dentures Edentulous				
Demonstrates active and passive ROM.				
Is able to demonstrate the following on a dependent resident: Log rolling Side Lying Prone Sitting				
Uses gait belt and back support correctly during transfers.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

03/05/02

# EVALUATION AND DEVELOPMENT PLAN

(With skills check criteria)

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ DATE OF EVAL: \_\_\_\_\_

POSITION: **Certified Nurses Aide**

90 day evaluation

Annual

Other

## *ESSENTIAL JOB FUNCTIONS - DIRECT RESIDENT CARE*

**Provides or assists in bathing or showering for thorough cleanliness and hygiene of residents.**

BELOW      MEETS      EXCEED

<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Baths/showers completed</i>	
<i>Grooming/hygiene</i>	
<i>Odor free/incontinent care/pericare</i>	
<i>Face, eyes, hands clean</i>	
<i>Glasses clean – labeled</i>	

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Comments:

**Demonstrates the ability to don and remove personal and protective equipment.**

BELOW      MEETS      EXCEED

<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Gloves</i>	
<i>Gown</i>	
<i>Mask</i>	
<i>Goggles/face shield</i>	

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Comments:

**Demonstrates ability to provide oral care, shaving and toileting in a safe and thorough manner.**

BELOW      MEETS      EXCEED

<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Oral care</i>	
<i>Toileting</i>	

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Comments:

**Makes beds, straightens rooms and keeps resident care areas in an organized manner.**

BELOW      MEETS      EXCEED

<b>SKILLS CHECK CRITERIA:</b>	S=Sat. U=Unsat. NA=not app
<i>Call light in place</i>	
<i>Bedside equipment stored properly</i>	
<i>Room clean, tidy and free of odor</i>	
<i>Drawers and closet neat</i>	
<i>Beds made neatly and in proper alignment</i>	
<i>Water pitchers within reach</i>	
<i>Dirty clothing in proper container</i>	

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Comments:

**Assist residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Knocks on door before entering room</i>	
<i>Privacy provided for toileting and bathing</i>	
<i>Curtains pulled during personal care</i>	
<i>Properly clothed and covered at all times</i>	

BELOW	MEETS	EXCEED

Comments:

**Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Transfers techniques</i>	
<i>Body mechanics</i>	
<i>Positioning and bed/chair proper body alignment</i>	

BELOW	MEETS	EXCEED

Comments:

**Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and self providing care.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Encouragement of self ADL's</i>	
<i>Proper body mechanics, back support</i>	
<i>Gait belt</i>	
<i>Side rails up</i>	
<i>Spills wiped up</i>	
<i>Observation of unsafe conditions</i>	
<i>Placement of foley and feeding tubes</i>	

BELOW	MEETS	EXCEED

Comments:

**Takes and records temperature, pulse, blood pressure and respirations as required.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Accurate BP</i>	
<i>Accurate pulse</i>	
<i>Accurate temperature</i>	
<i>Accurate respirations</i>	
<i>Timely reporting</i>	

BELOW	MEETS	EXCEED

Comments:

**Makes rounds to ensure residents' safety, comfort, medical attention every hour or as required by the patient.**

BELOW	MEETS	EXCEED

Comments:

**Assists residents with simple range of motion or other exercises as directed by nurse or therapist and ambulates resident safely according to his/her level.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ROM</i>	
<i>Ambulation</i>	
<i>Use of mechanical devices</i>	

BELOW	MEETS	EXCEED

Comments:

**Applies adaptive devices as ordered by the appropriate supervising nurse.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Handrails, mitts, adaptive devices</i>	
<i>Lap trays</i>	
<i>Use of pressure reducing equipment</i>	
<i>Restraints applied properly</i>	

BELOW	MEETS	EXCEED

Comments:

**Collects specimens as directed.**

BELOW	MEETS	EXCEED

Comments:

**Completes weights for each resident as required.**

BELOW	MEETS	EXCEED

Comments:

**Sets up meal and tray and assists with feeding as necessary. Assesses for choking and responds appropriately.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Trays passes timely</i>	
<i>Positioned appropriately</i>	
<i>Tray prepared as needed</i>	
<i>Correct percentage recorded</i>	
<i>Uses/suggests assistive devices</i>	
<i>Serves nourishment</i>	
<i>Offers additional fluids as needed</i>	
<i>Checks ID band</i>	

BELOW	MEETS	EXCEED

Comments:

## DOCUMENTATION

Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B&B sheets, meal %'s, I&O's, etc...).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ADL charting complete</i>	
<i>I&amp;O documented accurately, timely</i>	
<i>B&amp;B flow sheets</i>	
<i>Meal percentages</i>	

BELOW	MEETS	EXCEED

Comments:

Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Takes meals as assigned and clock in/out</i>	

BELOW	MEETS	EXCEED

Comments:

Submits required documentation which consistently meets guidelines within the time frames established by the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

BELOW	MEETS	EXCEED

Comments:

Follows documentation procedures as required by the Title XXII and ORBA regulations. Uses accurate medical terminology.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Signature and title</i>	
<i>Late charting completed in a timely manner</i>	

BELOW	MEETS	EXCEED

Comments:

## INTERPERSONAL RELATIONSHIPS AND COMMUNICATION

Reports changes in resident condition to the supervising nurse and/or Director of Nurses immediately (i.e., changes in skin conditions, urinary changes, etc.).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Observations reported</i>	
<i>Reports changes in residents condition</i>	

BELOW	MEETS	EXCEED

Comments:



**Communicates at the appropriate level with residents who may have varied mental capacities.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Communicates with residents with cognitive difficulties</i>	

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Comments:

**Participates in staff meetings and care conferences as scheduled and participates in training opportunities when appropriate.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Meets in-service requirements</i>	
<i>Available for shift report in proper attire</i>	
<i>Available for rounds</i>	

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Comments:

**Seeks direction in unfamiliar situations.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

**Handles confidential information appropriately.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Handles confidential information appropriately</i>	

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Comments:

**Demonstrates flexibility with changing work demands.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

<b>MISCELLANEOUS</b>
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**Is friendly and courteous to resident and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to make things better.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Addresses residents with respect and dignity</i>	
<i>Responds in caring and courteous manner</i>	
<i>Telephone courtesy</i>	
<i>Answers call bells within 5 minutes</i>	

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Comments:

**Maintains attendance as outlined in policy.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Reports to work on time</i>	
<i>Follows "Call-in" procedures</i>	

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Comments:

**Wears prescribed uniform and follows prescribed dress code.  
Maintains professional image to the public and residents.**

BELOW      MEETS      EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Name tag</i>	
<i>Proper dress code</i>	
<i>Back support</i>	
<i>Gait belt</i>	
<i>Proper foot wear</i>	

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Comments:

**Assists the department when required in other duties and tasks when asked.**

BELOW      MEETS      EXCEED

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Comments:

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RESTORATIVE AIDE  
17-94  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        August 25, 2004

Exempt           \_\_\_\_\_                   Non-exempt             X

I.    JOB SUMMARY

The Restorative Aide provides personal care, nursing assistance and other assigned tasks for residents. The Restorative Aide's responsibilities include direct resident care, assisting in the residents' daily living activities, and providing resident documentation and evaluation. Duties and assignments may be adjusted at the discretion of the supervising nurse or the Director of Nursing based on the evaluation of the resident's needs.

II.   JOB RELATIONSHIPS

Responsible to:           Director of Nursing and/or appropriate nursing supervisor.

Workers supervised:       None

Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS:

Direct Resident Care:

- A.    Takes resident's vital signs, documents them appropriately and recognizes abnormalities.
- B.    Promotes independence in resident care as appropriate and demonstrates safety awareness for both resident and self in providing care. Must demonstrate proper transfer and lifting techniques.

- C. Assists with appropriate range of motion or other exercises as directed by nurse or therapist and ambulates residents safely, according to his/her endurance levels.
- D. Assists resident with bed mobility techniques, ambulation techniques and the use of assistive devices.
- E. Assists residents with balance/standing activities.
- F. Assists with the feeding as necessary. Assess for choking and responds appropriately.
- G. Maintains an accurate inventory of medical equipment/devices for residents. Ensure equipment is in good repair and calls for maintenance on broken equipment.
- H. Assists resident in dressing when needed and demonstrates concern for individual privacy while providing resident care.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.

#### Documentation

- A. Documents progress/decline in ADL/ROM/transfer abilities, completes weekly summaries, communicates progression with therapists/nurses.
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous



- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff residents, and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

High school graduation or G.E.D. preferred. Proficient ability to communicate orally and in writing in the English language.

##### Training and Experience:

Six months experience in providing personal care in a long term care setting preferred. Valid/current first aid certification.

##### Knowledge and Abilities:

Must have knowledge in performing personal care services and restorative aide services in a residential environment, with the ability to meet new and/or stressful situations with the appropriate responses. Must also be able to work effectively as

part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and be able to follow both verbal and written instructions.

### SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 8/25/04

Human Resources

**Restorative Nursing Assistant  
Lead Health Care Assistant**

**COMPETENCY CHECKLIST**

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates the ability to bathe and groom residents while maintaining dignity.				
Demonstrates proper use of equipment: <ul style="list-style-type: none"> <li>• Tubs</li> <li>• Van Lift</li> <li>• Scales</li> </ul>				
Provides oral care for residents with: <ul style="list-style-type: none"> <li>• Natural teeth</li> <li>• Dentures</li> <li>• Edentulous</li> </ul>				
Demonstrates active and passive ROM.				
Is able to demonstrate the proper technique in: <ul style="list-style-type: none"> <li>• Emergency Response</li> <li>• First Aid</li> </ul>				
Uses proper technique in: <ul style="list-style-type: none"> <li>• Transcribing orders</li> <li>• Documenting in residents' chart</li> <li>• Communicating in resident log.</li> </ul>				
Coordinates staffing ratio to ensure adequate coverage of the shift.				
Demonstrates ability to assign shift duties, and follow up to ensure quality and consistency in SNF.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

ESKATON  
CASE MANAGER - LVN  
17  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Case Management/Discharge Planner

EFFECTIVE DATE: September 15, 1993

REVISION DATE: June 1, 2005

Exempt                          X                          Non-exempt                      \_\_\_\_\_

I. JOB SUMMARY

The Case Manager coordinates the care of all patients admitted to the Managed Care unit. The Case Manager oversees all aspects of care from admission through discharge and care is coordinated through a multidisciplinary team. The Case Manager directs team members to deliver care within appropriate time frames and in the most cost effective manner.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers Supervised: None

Interrelationships: Patients and families, visitors, payor case managers, MD's, and internal staff and vendors.

III. ESSENTIAL JOB FUNCTIONS

General

A. Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as "point person" for the process.

1. Meets with the Patients/Patient's Representative as soon as possible after admission. Admission orders are reviewed for specialized needs and for verification of appropriate level of care assigned by Managed Care payors.
2. Ensures Patient/Caregiver teaching needs are identified, communicated, and carried out by team members.
3. Refers high risk patients to the DON to review.

4. Leads the daily Interdisciplinary Team Meetings in the review of Medicare and Managed Care Patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.
  5. Communicates regularly with Social Services to identify and meet psychosocial needs that may be a barrier to a timely discharge.
  6. Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.
  7. Documents appropriately and timely on assigned sections of the MDS.
- B. Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.
1. Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.
  2. Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.
  3. Acts as the "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team.
  4. Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Nursing.
  5. Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).
  6. Coordinates in-service training to educate staff about the Managed Care environment.
  7. Acts as a resource to the facility regarding Managed Care issues.
  8. Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.

- C. Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.
- D. Discharge Planning
  - 1. Ensures that the discharge planning process is initiated 72 hours after admission by completing a Discharge Planning Assessment/Care Plan after collaboration with Patient/Caregiver, the Interdisciplinary Team, MD, and communicates that plan to Managed Care payors as required.
  - 2. Meets with Patient/Caregivers to discuss length of stay, insurance coverage, plan of care, and discharge planning several days after admission.
  - 3. Ensures that Nursing and Therapy have completed their treatment plans, that Patient/Caregiver training has been completed, and that MD orders are current and updated for discharge.
  - 4. Ensures that arrangements for follow up care are made for discharge including: home health referrals (RN,Therapy, etc), equipment needs, and other supportive community services as needed.
- E. May serve as a member of any of the following committees:
  - 1. Eskaton Quality Improvement Process (EQIP)
  - 2. Continuous Quality Improvement (CQI) Process
  - 3. Infection Control
  - 4. Utilization Review
  - 5. Pharmacy
  - 6. Interdisciplinary Team Conference

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.

- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the DON and Administrator.

#### Customer Service

- A. Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.



### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the facility and with other parts of the organization.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined by Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.

### IV. WORKER TRAITS

#### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have **excellent** communication skills with the ability to be assertive without being aggressive.

Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and patients and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A graduate of an accredited school of professional nursing and has a valid California LVN license; current CPR certification.

Training and Experience:

Must have at least two (2) years in a rehab/sub-acute/SNF Medicare Distinct Part setting with case management responsibilities and/or insurance industry and/or health care management experience.

Knowledge, Skills, and Abilities:

Required current knowledge of federal, state and local regulations in the related healthcare field. Must possess excellent patient assessment skills, including the ability to evaluate medical records from the referring facility. Must have demonstrated ability to promote, negotiate, develop, and maintain relationships with consumers.

Must have knowledge of the managed care environment, as well as other payors. Must have the ability to teach (formally and informally) internal staff and external contacts regarding the facility's patient care delivery system.

Must meet all local health regulations and pass post-employment process.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR:

Terrie Beck

DATE:

6/01/05

Human Resources

## Case Manager - LVN

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates clinical competency in assessing patients.				
Demonstrates the ability to complete and interpret the Medicare log.				
Demonstrates the ability to identify high risk patients and acts proactively when coordinating care.				
Is able to identify changes in levels of care, and responds appropriately.				
Demonstrates the ability to recognize/ report/ and negotiate a higher rate of reimbursement based on changes in condition.				
Demonstrates the ability to complete the case communication log.				
Demonstrates an understanding of the discharge planning process.				
Is able to identify appropriate DME items needed for a planned discharge.				
Is able to complete all required documentation for a discharge .				

Signature \_\_\_\_\_

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

Reviewer's Signature \_\_\_\_\_

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

06/01/05

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Case Manager - LVN DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as a "point person" for the process.				
Meets with the patients and/or patient representative within 24 hours after admission or as soon as possible after admission. Admission orders are reviewed for specialized needs and appropriate level of care for reimbursement.				
Ensures that the discharge planning process is initiated within twenty-four (24) hours of admission and monitors discharge planning process (Discharge Planning Assessment).				
Ensures patient/family teaching needs are identified, communicated, and carried out by team members.				
Refers any high risk patients daily to the DON to review.				
Leads the daily/weekly interdisciplinary team meetings in the review of Medicare and Managed Care patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.				
Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.				
Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.				
Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.				
Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.				
Documents pertinent patient information in nursing notes/case manager communication forms, etc.				
Acts as "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team. "Point Person" to inform patients/families of the goals for length of stay and authorized care/benefits for skilled care.				
Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Nursing.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).				
Coordinates inservice training to educate staff about the Managed Care environment.				
Acts as a resource to the facility regarding Managed Care issues.				
Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.				
Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.				
May serve as a member of any of the following committees: 1. Eskaton Quality Improvement Process (EQIP) 2. Continuous Quality Improvement (CQI) Process 3. Infection Control 4. Utilization Review 5. Pharmacy 6. Interdisciplinary Team Conference.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provide appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs other duties and assignments deemed appropriate by the DON and Administrator.				
Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the facility and with other parts of the organization.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined by Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
INFECTION PREVENTIONIST  
JOB LOCATION

DEPARTMENT: NURSING

EFFECTIVE DATE: 9/22/21

REVISION DATE: 09/22/21

Exempt \_\_\_\_\_

Non-exempt \_\_\_\_\_ x

I. JOB SUMMARY

The infection preventionist plans, develops, organizes, implements, evaluates, coordinates, and directs the infection prevention and control program in accordance with current rules, regulations, and guidelines that govern such requirements in the long-term care facility. This position keeps abreast of current CDC, OSHA, CMS, CDPH and local regulations concerning infection prevention and control practices and guidelines. He or she will provide relevant education or training to new and current employees and will lead the antibiotic stewardship program. The infection preventionist has the autonomy to make recommendations and implement facility policies to support infection prevention and control adherence. This is a Full Time position- may be divided between two employees so long as the combined work hours equal 40.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by the Director of Nursing.

Interrelationships: All staff within the facility, vendors, residents and visitors.

II. ESSENTIAL JOB FUNCTIONS

A. Infection Prevention and Control Program Management

1. Infection prevention program

- i. Consult in the development and implementation of the infection prevention program in accordance with current rules, regulations and guidelines that govern such requirements in the long term care facility.
  - ii. Ensures the facility is in compliance with current CDC, OSHA and local regulations concerning infection control practices.
  - iii. Evaluate the effectiveness of the IP program and modify as needed.
  - iv. Provides reports (oral or written) or recommendations to the Executive Director and/or Director of Nursing concerning the infection control program of the facility.
  - v. Prepares and reports on monthly summaries of all residents/personnel infections, corrective actions taken and the results of the corrective action. Provides copies to facility leadership as part of the QA meeting.
  - vi. Actively participate on the IPC committee.
2. Surveillance
- i. Develop an annual surveillance plan based on the population served, services provided, and analysis of surveillance data.
  - ii. Conduct surveillance using epidemiological principles.
  - iii. Evaluate and modify the surveillance plan as necessary.
3. IPC policies and protocols
- i. Consult in the development and assist with the implementation of IPC policies and protocols.
  - ii. Communicate IPC information and data to various committees within the facility and HCP.

## B. Infection Prevention and Control Education

- 1. Develop IPC training
  - i. Assess learning needs and develop training for SNF residents and HCP.
  - ii. Create educational goals, objectives, and strategies using learning principles and available educational tools and technology.
- 2. Conduct training for SNF residents, HCP, engineering staff, housekeeping staff, food service staff, volunteers, and others who enter the SNF on a regular basis.
- 3. Conduct adherence monitoring to:
  - i. Provide feedback to HCP and reinforce training concepts.
  - ii. Evaluate the effectiveness of educational programs and modify as needed
- 4. Ensures isolation precautions are appropriately carried as required/needed according to the residents' medical condition.

## C. Regulatory Requirements

- 1. Consult in the development and implementation of policies and procedures that meet the criteria below:
  - i. Ensure compliance with regulatory and mandatory reporting requirements at the local, state, and federal levels.

- ii. Ensure compliance with COVID-19 and other testing requirements
- iii. Facilitate compliance with regulatory standards among residents and HCP
2. Consult in the modification of policies and procedures as needed to meet the criteria above and/or to incorporate current infection control standards

#### D. Performance Improvement (PI)

1. Use various PI methodologies as a means of enacting change
2. Develop policies and procedures for PI measures
  - i. Consult in the development of policies and procedures that define and investigate PI measures
  - ii. Ensure that resident needs and rights are considered in the development of processes
  - iii. Incorporate IPC process and outcome measures into the Quality Assurance and Performance Improvement (QAPI) program.
  - iv. Modify policies and procedures for PI measures as needed
3. Participate in PI committees, teams, and initiatives as needed

#### E. Occupational Health

1. Provide consultation to occupational health personnel in the following areas:
  - i. Occupational health policies and procedures related to IPC
  - ii. Risk of occupational exposures to infectious disease
  - iii. Rates and trends of occupational exposures
  - iv. Work restrictions and recommendations related to communicable diseases or following an exposure
2. Assist with immunization and screening programs as needed

#### F. Other functions

1. Ensures all HCP receive infection prevention and control training on an annual basis
2. Ensures that antibiotic stewardship program is implemented and coordinates with nursing staff, physicians and pharmacists as needed.
3. Completes the monthly infection control report timely and communicates significant findings with the infection control committee.
4. Works with state or federal surveyors during annual or complaint surveys and provides requested documents and information in a timely manner.
5. Completes 10 hours of continuing education in the field of IPC and stays abreast of current news and training sources through a nationally recognized infection prevention and control association

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.



### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the

maintenance department.

- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### IV. WORK TRAITS

Aptitude: Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperament: Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

##### Training and Experience:

At least one year experience of direct nursing care in acute care or nursing facility is preferred.

It is important that IP have training in fundamental IPC principles to effectively perform the IP duties. Ongoing education is necessary to remain aware of new information, trends, best practices, and to refresh existing knowledge. The designated IP (or both IPs if there are two part-time staff designated) should complete their initial IP training within 90 calendar days of hire. If the IP is an existing SNF employee who was recently designated to this role, initial training should occur within 30 calendar days of designation.

The initial training should include the following topic areas and include a minimum of 14 hours:

- Role of the Infection Preventionist
- Infection Prevention Plan
- Standard, Enhanced Standard, and Transmission-Based Precautions
- Hand Hygiene
- Injection Safety
- HAI Prevention (e.g., Respiratory, BSI, UTI, Scabies, CDI, MDRO)
- Infection Surveillance

Cleaning, Disinfection, Sterilization, and Environmental Cleaning  
Microbiology  
Outbreaks  
Antibiotic Stewardship  
Laws and Regulations (e.g. reporting requirements)  
Preventing Employee Infections

The IP should complete 10 hours of continuing education in the field of IPC on an annual basis.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and infection prevention and control practices.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
LICENSED VOCATIONAL NURSE - CHARGE  
17-31  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        April 12, 2003

Exempt           \_\_\_\_\_           Non-exempt           \_\_\_\_\_ X

I.    JOB SUMMARY

The Charge Licensed Vocational Nurse provides skilled nursing care to residents, which includes: direct resident care, conferring with other disciplines, utilizing resources materials as needed, and participating in case conferences and staff meetings. This position also completes paperwork in a timely manner, confers and meets with physicians, provides discharge planners, and performs other community tasks as needed or directed.

II.   JOB RELATIONSHIPS

Responsible to:           Director of Nursing, Unit Manager  
Workers supervised:       Certified nurse assistants, ward clerk as directed by the Director of Nursing.  
Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS:  
      Comprehensive Nursing Care:

- A.    Supervises and directs care given to residents by LVN's and CNA's and ensures continuity of care by appropriately directing, coaching and counseling the staff.
- B.    Coordinates resident care between disciplines.
- C.    Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.

- D. Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Assists physicians in making rounds and assessments of residents.
- H. Administer IV therapy within the scope of practice.
- I. Evaluates nursing care by means of current assessment tools.
- J. Reports diagnostic data and incorporates it into the plan of care.
- K. Assists in providing resident and family teaching and training.

#### Documentation

- A. Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.

- D. Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Case Management

- A. Communicates information regarding residents at team meetings, and coordinates care provided to the residents.
- B. Establishes short and long term goals for total resident care and management.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

### IV. WORKER TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, to acquire new knowledge to perform additional or more difficult tasks.

#### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Valid California Licensed Vocational Nursing certificate. CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses additional knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and able to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



## Licensed Nurses COMPETENCY CHECKLIST

Facility _____ Employee _____ Date Of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates:				
– Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of:				
– Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment				
– Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt:				
– Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management				
– Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management				
– Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

Signature: \_\_\_\_\_

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

Reviewer’s Signature \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Licensed Vocational Nurse- Charge LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNAs and ensures continuity of care by appropriately directing, coaching and counseling the staff.				
Coordinates resident care between disciplines.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.				
Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists physicians in making rounds and assessments of residents.				
Administer IV therapy within the scope of practice.				
Evaluates nursing care by means of current assessment tools.				
Reports diagnostic data and incorporates it into the plan of care.				
Assists in providing resident and family teaching and training.				
Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.				
Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.				
Communicates information regarding residents at team meetings, and coordinates care provided to the residents.				
Establishes short and long term goals for total resident care and management.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the HIPAA Compliance Policy among subordinates.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)



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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
Nursing Assistant Training Program Instructor  
Eskaton Care Center Greenhaven

DEPARTMENT: Nursing

EFFECTIVE DATE: March 10, 2020

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

NA Instructors serve as the primary instructors for nurse assistant training programs for both theory and clinical training. They operate under the supervision of the Executive Director.

II. JOB RELATIONSHIPS

Responsible to: Executive Director

Workers supervised: Nursing Assistants

Interrelationships: Direct Care Staff

III. ESSENTIAL JOB FUNCTIONS

1. Present lectures and conduct discussions to increase students' knowledge and competence, using visual aids such as graphs, charts, videotapes and slides.
2. During clinical instruction, demonstrate skills in the clinical setting and have students perform a return demonstration of all skills noted on CDPH276A (Clinical Skills Checklist) in the clinical setting. All skills will be evaluated and documented on the date that the skill was performed.
3. Understand the training curriculum, plan course content and methods of instruction.
4. Ensure that the daily attendance is completed in both theory and clinical training.
5. Maintain ongoing dialog with students to ensure that they are aware of Theory or Clinical hours that they are required to make up.
6. Inform the PD whenever students miss required Theory or Clinical hours.
7. Inform students of their options for making up missed Theory or Clinical hours.
8. Integrate academic and vocational curricula so that students can obtain variety of skills.
9. Observe and evaluate students' work to determine progress, provide feedback, and make suggestions for improvement.

10. Ensure that all student records are completed fully and accurately, and that student records are secured in a locked cabinet when they are not actively being used by the NA Instructor.
11. Review student records to ensure that Health Exam and Screening documentation is received and properly filed in student training records.
12. Participate in conferences, seminars, and training sessions to keep abreast of developments in the field' and integrate relevant information into training programs.
13. Confirm that Live Scan clearance has been submitted for students before allowing them to interact with SNF residents.
14. Report deviations from the schedule/curricula to the RN Program Director.
15. Ensure that Student Training Record files are kept secure when class is not in session.
16. Complete Student Training Record files completely and correctly, in accordance with NATP and CDPH policies.
17. Work with students to identify Special Accommodation needs and issues.
18. Identify and counsel students who have not successfully completed the NATP in time for the Graduation Ceremony.
19. Counsel students who have not successfully completed the NATP in writing and explain their option to participate in the Graduation Ceremony.
20. Make arrangements with students who have not successfully completed the NATP to allow them to participate in the Graduation Ceremony.
21. Comply with the provisions of the NATP Policies & Procedures Manual.

#### Required Knowledge/Skills:

##### Education and Training

Knowledge of the principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

English Language - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.

##### Skills:

Speaking - talking to others to convey information effectively Instructing teaching others how to do something

Active Listening - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time

Learning Strategies - selecting and using training/instructional methods and procedures appropriate for the situation when learning/teaching new things.

Reading Comprehension - understanding written sentences and paragraphs in work related documents.

#### Instructor Evaluation:

NA Instructors will receive annual evaluations. The RN Program Director will write the evaluation, and the Administrator will serve as the senior reviewer. The due date for annual evaluations will be July 31 of every calendar year. Factors that may be included in the evaluation include:

1. Instructor evaluations by the students at the conclusion of every class.
2. Percentage of NA Instructor's students passing the state examination for certification.
3. Notes from the Program Director's unannounced and announced visits to the NATP class.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the

facility.

- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

V. QUALIFICATIONS

- Must hold a California RN or LVN License that is active, current and in good standing.
- Must have a minimum 2 years of nursing experience, one (1) year in a long term/skilled nursing facility providing direct patient in addition to one (1) year experience planning, implementing and evaluating educational programs in nursing
- Must have valid California Director of Staff Development certification.
- Must meet the requirements of CCR Title 22, § 71829.
- Must have a valid California Driver's License, access to a reliable vehicle and current automobile insurance.

VI. PHYSICAL DEMANDS:

- Occasional bending, squatting, reaching and lifting.
- Fine manipulation of repetitive grasping, pushing and pulling.
- Specific vision abilities required by job include distance and peripheral vision.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
Nursing Assistant  
Nursing Assistant Training Program (NATP)

DEPARTMENT: Nursing

EFFECTIVE DATE: August 6, 2020

REVISION DATE: November 10, 2021

Exempt \_\_\_\_\_

Non-exempt \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

To gain the practical knowledge of a Nursing Assistant role through classroom theory learning and clinical rotation. Students will learn to address the needs of the whole Patient or Resident while promoting independence and self-care, emphasizing communication, infection control, safety, and clinical nursing. In addition, our goal is to prepare the student for the successful completion of the State Certification Examination and afterwards become an efficient and safe Certified Nursing Assistant.

Eskaton will sponsor selected candidates to attend a community based Nursing Assistant Training Program. Training programs are generally 6 weeks with 2 weeks of classroom training, 3 weeks clinical rotation, and an additional week for test preparation.

II. JOB RELATIONSHIPS

Responsible to: Program Instructor/Program Director

Workers supervised: None

Interrelationships: Direct Care Staff

III. PROGRAM REQUIREMENTS

- A. Our Nursing Assistant program has two required components: the theoretical portion and clinical portion. The 1st portion of our program is comprised of 60 hours of theory and is held at the beginning of our program. The 2nd portion of our program is comprised of 100 hours of clinical experience for a total of 160 hours as required by the California Department of Public Health.
- B. The course content is delivered through lectures and instructor demonstrations exposing students to actual nursing procedures and techniques used. Knowledge evaluation is

continuous throughout our program by the use of test and student demonstration related to the course content presented in lecture.

- C. Once candidates have successfully passed the written and skills testing a letter of employment will be extended to join our team as a NA/CNA. The student must successfully pass the exam within 4 months of program completion.
- D. A promissory note with a commitment of at least one(1) year of employment is required. Failure to meet this obligation may result in initial tuition costs being owed to Eskaton.

## REQUIRED KNOWLEDGE & SKILLS

- A. **English Language** - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.
- B. **Speaking** - talking to others to convey information effectively Instructing teaching others how to do something
- C. **Active Listening** - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time
- D. **Reading Comprehension** - understanding written sentences and paragraphs in work related documents.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.



- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

V. QUALIFICATIONS

- A. High School Diploma, or GED Equivalent
- B. LiveScan Fingerprinting / Criminal Background Check
- C. Valid Government Photo ID (Driver's License, ID Card, Passport, Alien Card)
- D. Social Security Card
- E. Physical Examination
- F. TB Test & Flu Vaccination (State Requirement)
- G. COVID-19 Test

\*Due to the COVID-19 Pandemic, CDPH has waived the medical requirement until the state of emergency is lifted. The nurse assistant shall complete the medical requirements (Physical & Tuberculosis Test) as soon as practicable but no later than 30 days after the expiration of the state of emergency.\* (Title 22 CCR section 71835 (f)) / (HSC sections 1337(b), 1337.2, 1337.6(a)(3), and 1338.5)

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
REGISTERED NURSE - CHARGE  
17-23  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 12, 2003

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Registered Nurse - Charge ensures skilled nursing care to residents in the community which includes: direct resident care, conferring with other departments, utilizing resource materials as needed, participation in case conferences and staff meetings, completing paperwork in a timely manner, conferring and meeting with physicians, maintaining discharge planners and other community resources as needed or directed.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Manager

Workers supervised: Licensed Vocational Nurses, Certified Nurse Assistants, and others as directed by the Director of Nursing

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

Comprehensive Nursing Care

- A. Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.
- B. Is responsible for the overall coordination of nursing care on the shift that he/she is designated.

- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.
- D. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.
- H. Assists physician in making rounds and assessments of residents.
- I. Coordinates resident care between disciplines.
- J. Is responsible for the overall coordination of nursing care on the shift he/she is designated.
- K. Administers IV therapy as required.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the community.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports

### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program or diploma school of nursing or an associate degree nursing program. Valid California registered nursing license. Current CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: 4/12/03

Terrie Beck  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

Community _____ Employee _____ Date Of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates: – Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of: – Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment – Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt: – Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management – Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management – Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Reviewer’s Signature: \_\_\_\_\_

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



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Registered Nurse- Charge LAST EVALUATION DATE \_\_\_\_\_ DATE OF THIS EVALUATION \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.				
Is responsible for the overall coordination of nursing care on the shift that he/she is designated.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.				
Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.				
Assists physician in making rounds and assessments of residents.				
Coordinates resident care between disciplines.				
Is responsible for the overall coordination of nursing care on the shift he/she is designated.				
Administers IV therapy as required.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
REHAB LIAISON

ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: ADMINISTRATION

EFFECTIVE DATE: August 1, 2006

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt X

I. JOB SUMMARY

The Rehab Liaison is responsible for assisting the Administrator and Rehab Program Manager in developing additional referral sources for Eskaton Care Center Greenhaven. Supports ongoing census development activities, referral source coordination (including physician and local discharge planners, assisted living facilities), special event/project coordination and customer service follow-up and reporting.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: None

Interrelationships: Rehab Program Manager, Director of Nurses, facility staff, corporate Director of Marketing, as well as hospital discharge planners, physicians, vendors, and community referral sources.

III. ESSENTIAL JOB FUNCTIONS

Marketing/Customer Relations

- A. Implements marketing strategies as instructed by Administrator..
- B. Develops and maintains relationships with referral sources to include physicians, hospital discharge planners, assisted and independent living facilities and other community referral agencies; provides correspondence to nurture and maintain relationships.



- C. Works with Administrator and Rehab Program Manager to promote specialty niche programs, including establishing rapport with clinic managers and staff, setting appointments for program development meetings and providing internal and external program support.
- D. Represents Eskaton Care Center Greenhaven at community functions, meetings, and health fairs.
- E. Maintains database of contacts and activities. Provides monthly reports.
- F. Develops and maintains internal and external Customer Service protocols.
- G. Works with the Administrator to assemble appropriate collateral and marketing materials.

#### Administrative Support

- A. Reviews patient clinical records to determine referring physician /surgeon responsible for admission.
- B. Track and report patient progress via patient progress reports and deliver to referral sources and physicians.
- C. Take patient photographs and create Success Stories to distribute to referral sources and physicians upon patient discharge.
- D. Participates in the marketing of Eskaton Care Center Greenhaven.
- E. Maintain database of referral sources including contact information, hospital affiliation, diagnosis grouping, physician, support staff, marketing events. Generates monthly reports for the Administrator and Rehab Program Manager utilizing the above information.
- F. Assists Administrator and Rehab Program Manager in program data maintenance.
- G. Prepares reports, research and provides data to Administrator with regard to program development and marketing initiatives. Prepares correspondence, generates reports, and provides clerical support as needed. Performs other clerical duties and assignments deemed appropriate by the Administrator.
- H. Attends and participates in appropriate in-service and department meetings.

- I. Participates in Eskaton review committees as deemed necessary.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc..
- B. Develops and maintains Welcome program for new admissions.
- C. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- D. Makes referrals to the appropriate supervisor of resident's needs.
- E. Conducts customer service training for facility staff minimum annually.
- F. Assists in action plan development based on responses to Vital Research and post discharge satisfaction surveys.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload and sets priorities accordingly. Carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Health Insurance Portability and Accountability Act (HIPAA)

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitude:

Ability to work independently with little or no supervision. Ability to adjust to changing conditions and frequent demands. Ability to acquire new knowledge to perform additional or more difficult tasks. Excellent written and verbal communication skills necessary.

### Temperament:

Ability to work in a changing environment with frequent public contact and frequent interruptions and to maintain effective and positive working relationships with public contacts. Ability to maintain a positive, stable disposition in performing work in association with staff and residents and community contacts.. Ability to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education

Minimum two years of college study in marketing, health or human services required; may be substituted with work experience. Bachelor's degree in related field preferred.

Training and Experience

Minimum two years experience in marketing and sales support. Presentations, public speaking and marketing to community groups preferred. Computer literacy required, with specific software familiarity with Microsoft Office preferred.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: \_\_\_\_\_

8/01/06

Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Rehab Liaison DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Implements marketing strategies as instructed by Administrator.				
Develops and maintains relationships with referral sources to include physicians, hospital discharge planners, assisted and independent living facilities and other community referral agencies; provides correspondence to nurture and maintain relationships.				
Works with Administrator and Rehab Program Manager to promote specialty niche programs, including establishing rapport with clinic managers and staff, setting appointments for program development meetings and providing internal and external program support.				
Represents Eskaton Care Center Greenhaven at community functions, meetings and health fairs.				
Maintains database of contacts and activities. Provides monthly reports.				
Develops and maintains internal and external Customer Service protocols.				
Works with the Administrator to assemble appropriate collateral and marketing materials.				
Reviews patient clinical records to determine referring physician/surgeon responsible for admission.				
Track and report patient progress via patient progress reports and deliver to referral sources and physicians.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Take patient photographs and create Success Stories to distribute to referral sources and physicians upon patient discharge.				
Participates in the marketing of Eskaton Care Center Greenhaven.				
Maintain database of referral sources including contact information, hospital affiliation, diagnosis grouping, physician, support staff, and marketing events. Generates monthly reports for the Administrator and Rehab Program Manager utilizing the above information.				
Assists Administrator and Rehab Program Manager in program data maintenance.				
Prepares reports, research and provides data to Administrator with regard to program development and marketing initiatives. Prepares correspondence, generates reports, and provides clerical support as needed. Performs other clerical duties and assignments deemed appropriate by the Administrator.				
Attends and participates in appropriate in-service and department meetings.				
Participates in Eskaton review committees as deemed necessary.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Develops and maintains Welcome program for new admissions.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Makes referrals to the appropriate supervisor of resident's needs.				
Conducts customer service training for facility staff minimum annually.				
Assists in action plan development based on responses to Vital Research and post discharge satisfaction surveys.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload and sets priorities accordingly. Carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

**CORPORATE COMPLIANCE**

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:      \_\_\_\_\_ EXCEEDS      \_\_\_\_\_ MEETS      \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RN SUPERVISOR

17-??

ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: Nursing

EFFECTIVE DATE: January 1, 2020

REVISION DATE: February 5, 2020

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The RN Supervisor provides support to the Director of Nursing and skilled unit Unit Manager, including: performing the basic tasks of assessment, planning, intervention, supervision and evaluation of patient care to assure compliance within acceptable standards of care. This position works with nursing and other community staff to ensure quality care for all residents; supervise nursing care provided. Collaborates and supports the admissions of residents within the community based on required level of care. Ability to maintain excellent interpersonal relations with staff, vendors, residents and families.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Manager - Skilled

Workers Supervised: All Nursing Staff

Interrelationships: This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Support Center Consultants, physicians, residents and families, vendors, visitors and other community personnel.

III. ESSENTIAL JOB FUNCTIONS

General:

- A. Ensures implementation of Eskaton and community policies and procedures through appropriate instruction to line staff.

- B. Supervises and directs care given to residents by RN's, LVN's and CNA's, ensures continuity of care by appropriately directing, coaching and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.
- C. Provides daily supervision of patient care to include monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.
- D. Demonstrates the ability to perform appropriate physical assessments, administer medications including IV therapy and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- E. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare of maintaining of community standards.
- F. Provides crisis intervention backup for charge nurses in dealing with patient complaints or family concerns.
- G. Immediately reports any suspected or observed incidents of resident abuse.
- H. Submits required documentation which consistently meets guidelines as required by Title XXII and OBRA rules and regulations,
- I. Assists the Director of Nursing/Unit Manager in the selection and hiring process and the ongoing evaluation of the nursing staff; assists in ensuring adequate staffing.
- J. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- K. Assists in maintaining staff adherence to nursing policies and procedures.
- L. Makes daily rounds of all nursing units.
- M. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. .
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for orienting, training, coaching, counseling, and evaluating employee performance for the nursing department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Leads by example. Provides appropriate supervision in accordance with Eskaton's values and mission.
- D. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- E. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- F. Participates in QAPI processes including participation in performance improvement project (PIP) teams.
- G. Demonstrates the ability to complete job objectives in a timely manner.
- H. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- I. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- J. Performs other duties and assignments deemed appropriate by the Director of Nursing.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

Temperament:

Ability to maintain a positive, stable disposition in performing work in association with community staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

Physical Demands and Working Conditions:

See attached ADA form.

V. QUALIFICATIONS

Education:

A Graduate of an accredited school of professional nursing and has a valid California RN license; current CPR certification.

Training and Experience:

Requires a minimum of one year experience in nursing supervisory experience in geriatric, rehabilitation or acute care nursing.

Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES



EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: \_\_\_\_\_

DATE: 2/5/20

Human Resources

ESKATON  
TREATMENT NURSE  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT: NURSING

EFFECTIVE DATE: SEPTEMBER 1, 2018

REVISION DATE:

TITLE CODE: O3

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ x \_\_\_\_\_

I. JOB SUMMARY

To provide wound care and treatments to residents of Eskaton Care Center Greenhaven in strict accordance with the physician's orders.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Quality & Compliance, physicians, residents and families, and other facility personnel.

III. ESSENTIAL JOB FUNCTIONS

- A. Provides wound care (dressings, cleaning, applying medication) and monitoring for integrity of dressing in-between changes.
- B. Assuring availability of treatment supplies and topical medications (as prescribed by the physician) and procuring supplies to assure adequate inventory of the treatment cart is readily available at all times.
- C. Providing gastrostomy care, including needed dressing changes.

- D. Providing colostomy and urostomy care and dressings as directed by the physician.
- E. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- F. Demonstrates ability to accurately measure wounds and document healing progress.
- G. Demonstrates ability to accurately identify the stages of Pressure Injuries.
- H. Performs skin assessment to accurately identify alterations in skin integrity for all residents within 24 hours of admission. .
- I. Physician notification of alterations in skin integrity and wound status.
- J. Demonstrates the ability to determine and/or recognize if the current treatment is ineffective or inappropriate
- K. Responsible for ensuring that all wounds have appropriate treatment orders.
- L. Provide patient/family education pertaining to wound care.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to

improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program, diploma school of nursing, or an associate degree nursing program. Valid California Registered Nursing or Licensed Vocational Nursing license. Current CPR certification. Wound Care Certification preferred.

Training and Experience:

One year recent skilled nursing experience preferred. Medical surgical, home health, or wound care experience preferred.

Basic word processing and spreadsheet skills required; excellent written and verbal communication skills

Job Knowledge:

Must have working knowledge of the basic principles of infection control and wound care. Must have demonstrated competence in providing wound care that is sterile and or aseptic. Must have knowledge and understanding of the special needs of the geriatric client and the geriatric client's skin.

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical observation skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Teri Tift, Quality and Compliance

ESKATON  
UNIT SECRETARY  
ESKATON CARE CENTER GREENHAVEN

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       April 1, 1998  
REVISION DATE:        November 1, 2013

Exempt           \_\_\_\_\_           Non-exempt           \_\_\_\_\_   X  

I.     JOB SUMMARY

The Unit Secretary duties include but are not limited to assisting nursing, admitting and medical records clinical tasks. Duties and assignments may vary at the discretion of the Health Information Manager based on evaluation of facility needs.

II.    JOB SUMMARY

Responsible to:           Health Information Manager

Workers supervised:       None.

Interrelationships:       - All staff within the facility, vendors, residents and visitors  
                                  - Eskaton Admission Managers  
                                  - Facility medical staff  
                                  - Physicians and ancillary care providers

III.   ESSENTIAL JOB FUNCTIONS

Public Relations:

- A.    Greets visitors in a courteous and business-like fashion and notifies departments of appointments.
- B.    Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.
- C.    Receives incoming facility calls promptly; efficiently routes calls to the appropriate department and/or person.

General Duties:

- A. Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.
- B. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- C. Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- D. Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.
- E. Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.
- F. Purges medical records charts within medical records procedural guidelines.
- G. Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.
- H. Performs assigned computer-based tasks and audits.
- I. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- J. Accurately completes all copying and/or distribution requests received.
- K. Schedules and coordinates appointments with medical outside providers.
- L. Processes and files faxes and other written communication from physicians and ancillary services.
- M. Uploads and indexes paperwork and source documents into electronic health record.
- N. Processes documents for mailing to physicians and responsible parties.



- O. Initiates requisition slips for labs, x-ray, and dietary change orders.
- P. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.
- C. Immediately informs the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Complies with established positional dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision (for weeks on end), to adjust to changing caseload and frequent admissions/discharges, and to acquire knowledge to perform additional or complex tasks. Experience with personal computers and related software is preferred.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing duties, works in association with staff and residents, and maintains a high level of performance in an environment of frequent demands and changes.

## V. QUALIFICATIONS

### Education:

High school graduation or G.E.D., and medical terminology course preferred.  
Current valid California Certified Nurse Assistant certification preferred.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care facility unit.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing facility. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 4/12/03

Human Resources

## Unit Secretary

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to operate multiline telephone system.				
Demonstrates ability to process admission and discharge procedures.				
Demonstrates ability to schedule resident appointments and transportation.				
Demonstrates ability to inventory and order forms.				
Demonstrates ability to understand telephone order process.				
Proficiency with electronic health record software.				
Demonstrates ability to operate copy/fax machine.				
Demonstrates basic skills for Excel, Word.				
Demonstrate ability to breakdown charts.				
Demonstrate ability to conduct chart audits.				

Signature: \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Unit Secretary DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Greets visitors in a courteous and business-like fashion and notifies departments of appointments.				
Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.				
Receives all incoming facility calls promptly; efficiently routes calls to the appropriate department and person.				
Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.				
Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.				
Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.				
Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.				
Maintains weight log, calculations, and charge nurse notification when necessary.				
Purges medical records charts within medical records procedural guidelines.				
Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.				
Facilitates discharges as directed by Discharge Planning, including faxing requests to physicians, home health agencies and DME providers.				
Performs assigned computer-based tasks and audits.				
Sends and receives faxed materials per procedure; maintains unit level inventory of forms.				
Accurately completes all copying and/or distribution requests received.				
Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.				
Breaks down discharged resident charts and completes discharge chart audit.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.				
Processes and files faxes and other written communication from physicians and ancillary services.				
Uploads and indexes paperwork and source documents into electronic health record.				
Processes documents for mailing to physicians and responsible parties.				
Timely and accurate response to appeals requests for documentation from state Quality Improvement Organization.				
Reconciling and documenting medications for pharmacy return for credit; completes return drug record.				
Initiates requisition slips for labs, x-ray, and dietary change orders.				
Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.				
Immediately informs the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Complies with established positional dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

**POSITION TITLE:** *Executive Director,  
Eskaton Care Center Manzanita*

**Date:** February 1, 2005

**Revised:** August 19, 2008

**INCUMBENT:**

**APPROVALS:**

\_\_\_\_\_  
Incumbent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President Operations and COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
President and Chief Executive Officer

\_\_\_\_\_  
Date

### **POSITION PURPOSE**

This position is responsible for planning, developing, organizing, directing, and managing the overall day-to-day operational activities of a skilled nursing care facility to ensure financial viability and quality of care to residents.

### **NATURE AND SCOPE**

As a member of the Eskaton Executive Team, this position reports directly to the Director of Operations and is responsible for the daily operational management of a licensed skilled care facility in compliance with federal, state, and local regulations and professional standards and Eskaton policies.

#### **Subordinate Positions:**

##### **Director of Nursing**

Responsible for the administration and management of quality healthcare services to all residents of the facility.

##### **Business Office Manager**

Supervises and coordinates work of business office including personnel, bookkeeping, and medical records.

##### **Director of Staff Development**

Responsible for education of all staff in areas of relevance to their area of expertise: i.e., nursing assistant training, orientation of new employees, infection control, occupational health and safety.

##### **Manager of Dietary Services**

oversees the facility dietary program from daily preparation of quality nutritious meals to monitoring of specific individual nutritional needs.

#### Activity Director

Responsible for coordination of all social, recreational, religious, educational, and related services for residents.

#### Maintenance Supervisor

Oversees both personnel and material resources of the maintenance.

#### Laundry/Housekeeping Supervisor

Oversees personnel and material resources for the housekeeping and laundry departments.

#### Social Service Coordinator

Coordinates all social service functions for residents, families, and staff.

#### Patient Care Coordinator/Admissions Coordinator

Coordinates the admission process from referral services to discharge.

#### Interrelationships:

Works as a team with other corporate support staff, executives, administrators, Directors of Nursing, employees, vendors, and others associated with Eskaton.

### **PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

#### Creating the Vision:

- A. Ensures the mission, strategic plan, and implementation of the plan for the facility and the organization are accomplished.
- B. Identifies and focuses on “critical success factors” in the organization and makes things happen.

#### Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- B. Focuses on service and quality in all aspects of the operation.

#### Leads by Example:

- A. Responsible, with other members of the management committee, and other executives in the organization, for the success of the overall corporation.

- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.

Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the organization.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group's goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the management team.
- B. Is able to create an attitude of excellence in an organizational unit.
- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.



- B. Manages by “walking around.”

Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.

Operational Effectiveness:

- A. Ensures excellent client and employee satisfaction.
- B. Ensures the continuance of Eskaton's excellent reputation throughout the local community by providing quality resident care and maintaining positive interactions with the local community through public relations and marketing.
- C. Develops and meets annual goals and objectives for the facility considering future growth and changing environmental, market, and other trends.
- D. Ensures implementation of all Eskaton and facility policies and procedures.
- E. Ensures the financial viability of the facility by meeting operational targets.
- F. Provides the highest quality and service at a competitive price.
- G. Develops contracts with resources in the community qualified to provide services required for diagnostic and therapeutic services prescribed by patient's physician.
- H. Maintains current knowledge of appropriate federal, state, local, and other governmental regulations and requirements and assumes responsibility for compliance.
- I. Maintains the physical plant in a functional, aesthetically pleasing, and safe manner.
- J. Ensures full occupancy at facility.
- K. Ensures organizational maintenance of appropriate licensure and certifications.
- L. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.

- M. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- N. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- O. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.
- P. Conducts periodic facility visits to review operational performance and to understand/help solve organizational issues.
- Q. Maintains relationships with the community volunteers who make up the membership of Eskaton and its fund-raising arm, the Eskaton Foundation.
- R. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.
- S. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.

## **CONTROLS AND FREEDOM TO ACT**

The Administrator of the Skilled Nursing facility has responsibility within the approved budget and policies for the efficient, effective operations of the day-to-day decision making related to overall facility operations and emergency situations; has the authority to organize staff and to recruit, hire, develop, conduct performance evaluations, and terminate employees and has the authority to act in emergency situations within Eskaton policies.

## **MAJOR CHALLENGES**

Maintaining the financial viability of the facility by keeping abreast of developments in the long term care health industry; achieving and keeping maximum occupancy levels while ensuring quality services to the residents; maintaining maximum staffing levels while achieving employee satisfaction; managing the facilities and programs successfully within an ever changing environment; continuing to work on methods which contain and reduce the worker compensation cost to the company.

## **PRINCIPAL CONTACTS**

### Internal

Eskaton's President and CEO, Vice President Operations and COO, Senior Management

Team, other executives, facility staff, and Eskaton Administrative Center staff.

### External

External contacts include professional associations such as CAHSA (California Association of Homes and Services for the Aging) and federal, state, and local governmental agencies and OSHPD related to skilled nursing care issues and regulations; directors and administrators of other health care facilities; discharge planners from acute hospitals; families; ombudsmen; membership in appropriate professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### Knowledge, Skills, and Abilities

This position require a minimum of three years administrative level experience in the management of health care related operations, knowledge of governmental regulations for skilled nursing care facilities, in-depth knowledge of and the ability to recognize trends in the health care industry and sensitivity to the issues related to aging.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees and outside contacts; requires effective managerial and inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly.

### Education

Requires a California State Nursing Home Administrator's license and a Bachelor's degree, preferably in Business, Public Administration, or healthcare management. A Master's degree is desired.

## **PHYSICAL EFFORT AND WORKING CONDITIONS**

Working conditions are mostly in an indoor office environment. Proper use and knowledge of body mechanics are required. Work may involve bending from the waist, stooping, twisting, and lifting of objects not to exceed 35 pounds (except with the assistance of appropriate equipment). Travel may be required.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

**POSITION TITLE:** *DIRECTOR OF NURSING*  
1998

**Date:** May 1,

*Eskaton Care Center Manzanita* **Revised:** July 5, 2007

**INCUMBENT:** **Marcella Berk**

**APPROVALS:**

\_\_\_\_\_  
Incumbent \_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President Operations and COO \_\_\_\_\_  
Date

\_\_\_\_\_  
President and Chief Executive Officer \_\_\_\_\_  
Date

**POSITION PURPOSE**

This exempt, managerial position is responsible for providing quality healthcare services to all residents of the facility.

**NATURE AND SCOPE**

This position is responsible for the overall administration and management of nursing services; planning, organizing, developing and implementing quality nursing service programs; for the ongoing professional development of licensed and non-licensed staff; and maintaining compliance with DHS licensing guidelines and JACHO accreditation. Ability to maintain excellent interpersonal relations with internal staff and external vendors.

Reporting Relationship

This position reports directly to the Administrator of the facility.

Subordinate Positions: Licensed Nursing Staff

Supervises Assistant Director of Nurses, Clinical Unit Managers, Charge Nurses, MDS Coordinator, Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, Restorative Nursing Aides, Central Supply/Staffing Clerk, Unit Secretaries, and appropriate support staff.

Interrelationships:

Works as team with other key department heads and staff, consultants, vendors and families.

## **PRINCIPLE ACCOUNTABILITY / ESSENTIAL JOB FUNCTIONS**

### Creating the Vision:

- A. Ensures the mission, strategic plan, and implementation of the plan for the nursing department are accomplished.
- B. Identifies and focuses on “critical success factors” in nursing.

### Creating Value:

- A. Ensures excellent client satisfaction, employee effectiveness, quality and market leadership.
- B. Focuses on service and quality in all aspects of the operation.

### Leads by Example:

- A. Responsible, with other members of the facility, for the success of the overall corporation.
- B. Demonstrates integrity, strives to improve his/her leadership abilities and acts decisively and effectively while achieving goals.
- C. Demonstrates consistency, motivates others, displays patience, sets standards and is visibly accountable for those standards.
- D. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity, and dependability.
- E. Completes Clinical Competency courses.

### Planning:

- A. Identifies and focuses on key goals and objectives and actively involves the team members in the formulation of the group goals.
- B. Provides tangible steps to accomplish the future goals of the department.
- C. Develops annual written plans that integrate goals and resources, periodically reviewing the progress of the group’s goals and adjusts them accordingly. (Continually evaluates progress against plans - dashboards.)

### Organizing:

- A. Organizes assignments, resources, and workflow in order to ensure effectiveness and efficiency.
- B. Demonstrates the ability to complete job objectives in a timely manner.
- C. Generates an attitude that *change* is acceptable and should be accounted for.
- D. Is effective in linking the needs of individual staff members with the needs of the organization.

### Interpersonal Skills/Coaching:

- A. Provides personal support and coaching to members of the nursing team.
- B. Is able to create an attitude of excellence in an organizational unit.
- C. Is able to create an effective and motivated team.
- D. Creates an environment of trust and promotes honest feedback among all members of the team. Values diversity and fosters mutual understanding and respect.

### Communication:

- A. Promotes the verbal and written exchange of ideas, including the ability to persuade, collect and analyze data through interactive listening.
- B. Manages by “walking around”. Administers an “open door” policy.

### Problem Solving:

- A. Deals with problems in proportion to their importance. Weighs alternatives, and the long/short-term return on investment.
- B. Is decisive. Seeks information and advice.
- C. Seeks “win-win” solutions.
- D. Has a good grasp of problem solving techniques.
- E. Consider the bigger picture in regard to the impact on other parts of Eskaton and external customers when solving problems.

### Operational Effectiveness:

- A. Initiates, develops, implements and maintains policies and systems to assure that resident care is of the highest quality.
- B. Develops, implements and monitors staffing systems (which reduce registry usage and overtime) that ensure effective and efficient use of financial and human resources.
- C. In consultation with the Corporate Nursing Consultant Team, analyzes current nursing programs. Develops and implements new programs which meet the needs of the residents and are on line with Eskaton's long range goals and objectives.
- D. Sets criteria and assures that the care plans are established for each resident and that the plan is reviewed and modified as needed. In consult with the Inter-Disciplinary Team ensures that the overall care and treatment for the resident is appropriate.
- E. Responsible for making daily rounds to see all residents to ensure maximum quality care and to ascertain need for additional or modified service. Assures adequate 24-hour nursing coverage in the facility each day. Designates a responsible licensed nurse to be in charge of the nursing services during the absence of the Director of Nursing.
- F. Maintains contact with physicians as necessary according to residents' needs. Maintains an excellent working relationship with major health systems where Eskaton has contracts and for good public relations.
- G. Assures that policies and procedures are adhered to and are compliant with local, state and federal and Joint Commission requirements.
- H. Coordinates nursing services with other patient care personnel such as the interdisciplinary team and internal and external services for continuity of care.
- I. Has a good grasp of the state of operations at any point in time; conducts effective operations review meetings to evaluate overall performance of the corporation.
- J. Has required knowledge of industry, including all significant regulations (federal, state, local) which affect the business.
- K. Manages area of responsibility in a way to achieve its goals and objectives including operational targets.
- L. Ensures that the corporation has appropriate policies and guidelines for the effective operation of the organization and complies with those policies.

- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.
  
- N. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton. Agrees to promote compliance with the HIPAA policies among subordinates.

## **CONTROLS AND FREEDOM TO ACT**

The Director of Nursing has the authority within the approved budget and policies for the efficient, effective operations of the nursing services and to organize staff and to recruit, hire, develop, and conduct performance evaluations and terminate nursing department employees and to manage the nursing operation effectively.

## **MAJOR CHALLENGES**

Directing the nursing services to ensure quality healthcare to residents. Developing team effectiveness by hiring, training and developing competent staff members. Meeting all local, state and federal regulations in nursing services. Maintaining and developing excellent working relations with referring agencies.

## **PRINCIPAL CONTACTS**

### Internal

Eskaton President and Chief Executive Officer, Vice President Operations and COO, Senior Management Team, other executives, administrators, consultants, department heads, facility staff, and Eskaton Administrative Center staff.

### External

External contacts include state licensing agencies, federal, state, and local regulatory agencies, vendors, various community services, physicians, and family members; contracted HMO payors. Membership in appropriate and professional and community service organizations is strongly recommended.

## **POSITION REQUIREMENTS**

### Knowledge, Skills, and Abilities



This position requires a minimum of five years in administrative or nursing management in a relevant role or successful completion of Eskaton Professional Management-In-Training program. Current knowledge of federal, state, and local regulations related to all levels of skilled nursing healthcare; requires keeping abreast of current trends and new developments in nursing and healthcare administration.

It requires effective verbal and literary communication skills to interact with all levels of management, other employees and outside contacts; requires effective managerial and inter-personal skills; requires excellent fiscal and budgetary skills and the ability to plan, organize, and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands.

### Education

A graduate of nursing, bachelors degree (in management or health administration desirable), masters preferred. Has a valid California RN and BSN license.

### **PHYSICAL EFFORT AND WORKING CONDITIONS**

Hours of duty may be long and irregular, including some evening and weekends.

May be exposed to potentially dangerous chemicals.

This job description should not be construed to imply that these duties, responsibilities, authorities, and expectations are the exclusive requirements of the position. The incumbent may be required to follow other instructions and perform other related duties as determined by proper authority.

F:\USERS\HUMRES\COMMON\JOBS\DIRECTOR OF NURSING SERVICES, EMM

ESKATON  
DIRECTOR OF LIFE ENRICHMENT/RESIDENT SERVICES  
11-04  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Life Enrichment/Social Services

EFFECTIVE DATE: January 01, 2000

REVISION DATE: September 25, 2017

Replaces Job Title: Director of Activities/Resident Services

Exempt                          X                          Non-exempt                                          

I.     JOB SUMMARY

The Director of Life Enrichment/Resident Services oversees the delivery of social services and activities for the residents at EMM. The position oversees the department budget, day to day management of the department, which includes the Life Enrichment programs for skilled nursing and distinct part units. This position also manages and oversees the volunteer program. Responsible for assessing and developing individual plans of care in response to social, recreational and emotional needs of residents. Assuring customer satisfaction with care and services.

II.    JOB RELATIONSHIPS

Responsible to:                      Executive Director

Workers supervised:                Life Enrichment Coordinator,        Life Enrichment Assistants.

Interrelationships:                 All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

A.     Coordinates resident services, such as personal needs, resident assessments, and healthcare documentation.

B.     Tracks and resolves theft and loss concerns.

C.     Completes activity assessments, MDS, PCP and other required documentation, while participating in the IDT process for short and long term residents.

D.     Monitors routine scheduled activities to assure quality and resident satisfaction. Develops group and individualized activities. Delegates specific responsibilities to Life Enrichment staff.

- E. Responsible for creating and implementing a facility newsletter at least quarterly for residents, families and staff.
- F. Responsible for coordinating family social and/or educational events at least twice yearly.
- G. Responds, in conjunction with Social Services, to concerns by residents or family members
- H. Works in coordination with the Director of Staff Development to plan, organize and implement the Eskaton Guide program.
- I. Provides back-up and is crossed trained to Social Services and Case Management positions to provide and ensure continuity of care.
- J. Responsible for the development and implementation of a resident dining committee.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows up in an appropriate manner to ensure quality, equality, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for the development and maintenance of the department's budget and is fiscally responsible in accordance with those budgets and policies.

- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

VI. WORK TRAITS

Aptitudes:

Possesses the ability to direct and supervise staff, to organize and direct work in order to achieve a high level of performance, efficiency and professionalism in the Resident Services Department and to coordinate the activities of the Resident Services Department with other departments in a mutually cooperative atmosphere.

Temperament:

Ability to work effectively in order to meet deadlines and to maintain goal oriented attitudes and directions during operational and administrative change. Due to the diversity and complexity of the position, must have a cooperative, flexible attitude in an environment of frequent interruptions.

V. QUALIFICATIONS

Education:

Certification as an Activity Director

Training and Experience:

A minimum of three years combined training and experience in nursing home or other related healthcare setting required. Working knowledge of basic computer software programs, including Publisher.

Job Knowledge:

Familiarity with medical terminology and health care needs of the elderly. Understanding of multiple levels of care and the ability to assess residents appropriately. Knowledge of state, federal and JCAHO regulations.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_ DATE: 05/28/04  
Terrie Beck  
Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: Director of Life Enrichment/Resident Services DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Coordinates resident services, such as personal needs, resident assessments, and healthcare documentation.				
Tracks and resolves theft and loss concerns.				
Completes activity assessments, MDS, PCP and other required documentation, while participating in the IDT process for short and long term residents.				
Monitors routine scheduled activities to assure quality and resident satisfaction. Develops group and individualized activities. Delegates specific responsibilities to activity staff.				
Responsible for creating and implementing a facility newsletter at least quarterly for residents, families and staff.				
Responsible for coordinating family social and/or educational events at least twice yearly.				
Responds, in conjunction with Social Services, to concerns by residents or family members.				
Works in coordination with the Director of Staff Development to plan, organize and implement the Eskaton Guide program.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides back-up and is crossed trained to Social Services and Case Management positions to provide and ensure continuity of care.				
Responsible for the development and implementation of a resident dining committee.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or

ESKATON  
LIFE ENRICHMENT DIRECTOR  
11-04  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Life Enrichment  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 25, 2017

Replaces Job Title: Activity Director

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY

The Life Enrichment Director is responsible for developing individual plans of recreation therapy. This position plans, organizes, and directs individual and group recreation programs suitable to participants' needs. In addition, the Life Enrichment Director coordinates the student intern and community volunteer program.

II. JOB RELATIONSHIPS

Responsible to: Executive Director  
Workers supervised: Life Enrichment Assistants and students or volunteers in the Life Enrichment program.  
Interrelationships: All staff, participants and families. Maintains relationships with community agencies and educational institutions.

III. RESPONSIBILITIES AND AUTHORITIES

Recreational Therapy/Life Enrichment Program

- A. Evaluates participants' current leisure time, attitudes, interests, skills needs.
- B. Writes appropriate goals and objectives geared to increase/maintain participants' current leisure activities.
- C. Participates in the RAI process with the interdisciplinary team.
- D. Organizes, plans and directs individual and group activities, such as: exercise, current events, field trips and outings, discussion groups, gardening, etc.
- E. Leads or delegates responsibility for staff coverage of scheduled activities.
- F. Coordinates special events and community programs which may include fund raising activities.
- G. Maintains charts on participants.

- H. Assesses and documents baseline information on each new resident in a timely manner. Makes MDS entries regarding activities. Serves as IDT member and may rotate responsibility with others as facilitator of process or document teams RAPs and care planning decisions.
- I. Coordinates the completion of required incidental and quarterly documentation.
- J. Develops and ensures compliance with Life Enrichment policies.
- K. Writes and organizes the monthly Newsletter and Activity Calendar.

#### Student Intern and Community Volunteer Program

- A. Recruits interns from local State Colleges, Universities, Junior Colleges, and High Schools.
- B. Recruits volunteers from local churches, service groups, clubs, senior centers, senior residences, and the general public.
- C. Provides intern and volunteer orientation regarding: philosophy, programming policy and procedures. Provides ongoing training for volunteers and interns.
- D. Supervises and evaluates interns' and volunteers' performance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.

- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.
- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.



- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

VI. WORK TRAITS

Aptitudes:

Possesses the ability to carry out individual treatment strategies. Has the ability to plan, organize, and direct a multifaceted program of individual and group recreational and social activities, to teach, train and supervise interns and volunteers, and to maintain positive relationships with multi-disciplinary staff, participants, families, volunteers/ interns, community groups and agencies. Must also be able to maintain a feeling of community and mutual support among participants, to understand medical terminology and health-related needs of participant, and to utilize information resources. Spanish language ability helpful.

Temperament:

Must be a sensitive and mature individual who is able to relate to younger and older disabled adults. Must be flexible, patient, open, have a sense of humor, show initiative and function independently. This position needs to be able to set limits with participants and interact with them to promote independence.

V. QUALIFICATIONS

Education:

Possession of a B.S. in Recreation/Therapeutic Recreation is preferred. Activity Coordinator Certificate (36 hours) is the minimum requirement, unless relevant experience is substituted.

Training and Experience:

A minimum of two years work in recreation programming for disabled persons in progressively responsible positions is desired. Previous work with adults and elderly preferred. Must be registered with the California Board of Parks and Recreation Personnel.

Job Knowledge:

This position must have knowledge of Skilled Nursing philosophy and goals, experience in assessing individual's leisure needs, writing goals and objectives, and planning/leading recreation programs. He/She must have an understanding of the function of volunteers and interns in programs, and knowledge of community resources. Finally, the Life Enrichment Director must possess a knowledge of adjunct therapies, of medical problems, (both physical and psychological), of the principals of group dynamics, and techniques in community building. Knowledge of OBRA, Title XXII requirements.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 5-28-04  
\_\_\_\_\_

Human Resources

### Life Enrichment Director COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Gives direction and training to Life Enrichment Assistants and volunteers.				
Completes the resident assessment instrument for activities.				
Demonstrates interviewing skills for staff and volunteer selection.				
Demonstrates basic computer skills, i.e. Work, Excel and/or Publisher.				
Facilitates timely distribution of monthly calendars to families, newsletter, and as appropriate in facility or program.				
Facilitates monthly Resident Council meetings.				
Directly or indirectly recruits, screens and trains volunteers.				
Demonstrates understanding of and develops programmatic components to meet the needs of the cognitively impaired.				
Provides in-service regarding activities to all staff.				
Participates and contributes in IDT process.				
Attends conferences and workshops to enhance knowledge/skill and maintain professional relationships.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
SOCIAL SERVICES COORDINATOR  
11-15  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: December 1, 2004

Exempt \_\_\_\_\_ Non-exempt \_\_\_X

I. JOB SUMMARY

The Social Services Coordinator directs services and programs in response to the psychosocial and emotional needs of the residents. The Social Services Coordinator is also responsible for the timely documentation of the assessments and interventions for individual residents. The Social Service Coordinator maintains policies and procedures for Social Services, oversees specific assigned functions for the facility, works with Eskaton consultants, participates in special projects as assigned and works with facilities for resident discharge as needed.

II. JOB RELATIONSHIPS

Responsible to: Executive Director

Workers supervised: None

Interrelationships: All residents, families, visitors, facility staff, organizational consultants and representatives of community agencies.

III. ESSENTIAL JOB FUNCTIONS

General:

A. Identifies psychosocial needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.

- B. Develops the plan of care for social services and updates the plan as changes occur. Schedules and participates in resident care conferences/IDT which includes written notification to resident and families.
- C. Completes all social assessments, MDS, and care plans within the required timeframes and participates in the Interdisciplinary Team process.
- D. Assists in the discharge planning process for residents, ensuring that each resident's potential for discharge to another level of care is reviewed at least quarterly and that the conclusion of the team regarding resident's discharge potential is documented in the chart.
- E. Works in conjunction with the Admissions Coordinator and Director of Nursing to coordinate resident room assignments for residents needing to move to another room. Documents informing resident and family of room changes in the social service progress notes.
- F. Serves as an advocate for residents rights.
- G. Works in conjunction with the other departments toward meeting residents needs.
- H. Coordinates the loss and theft program.
- I. Provides facility tours as necessary.
- J. Responds to requests or complaints by residents or family members.
- K. Maintains current community resource information that may be required for residents.
- L. Arranges meetings of required committees (Residents' Council and Care Conferences) as necessary, and facilitates the Resident Council meetings.
- M. Directs families to appropriate community resources to assist with residents needs.
- N. Obtains Para Transit numbers for residents as needed.
- O. Assists in obtaining conservatorship and other legal assistance for the residents.
- P. Reports any alleged or suspected resident abuse to the Administrator and Ombudsman.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to resident in a caring and timely manner.
- B. Takes the initiative to resolve resident concerns or facilitates the appropriate party resolving the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player with other departments in the facility.
- C. Assists co-workers when asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the residents and public.

### IV. WORK TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional and more difficult tasks.

#### Temperament:

Must have the ability to maintain a positive stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in a frequently demanding and disruptive environment.

### V. QUALIFICATIONS

#### Education:

Requires a Bachelors degree in social services or a related field with courses in psychology, gerontology and/or social services.

#### Training and experience:

Requires a minimum of one year experience in skilled nursing or another related health care field.

#### Job Knowledge and Abilities:

Familiarity with medical terminology, physical conditions and health care delivery systems and managed care. Knowledge of aging and geriatric. Understands multiple levels of care. Ability to assess and meet residents' needs. Knows state and federal regulations including Title XXII and OBRA.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 12/01/04  
Human Resources



## Social Service Coordinator

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Understands job description.				
Clear compassionate verbal communication.				
Comprehensive assessment capacity.				
Timely, readable, accurate and complete chart entries: <ul style="list-style-type: none"> <li>– Assessments</li> <li>– MDS</li> <li>– Quarterly Summaries</li> <li>– Incidental Notes</li> </ul>				
Interviewing/Relationship capacity				
Ensures and documents inclusion of resident and/or family in IDT/Care Conference Meetings.				
Writes appropriate care plans				
Follows up and documents Care Plan interventions.				
Comprehensive management of Theft and Loss program for facility.				
Oversees and facilitates resolution of complaints.				
Involves Ombudsman in resident/facility issues as appropriate.				

Timely reports of suspected abuse or neglect.				
Ensures residents have adequate clothing and shoes.				
Ensures residents dental, vision, and hearing needs are met.				
Attends and participates in facility/EAC/Community meetings.				
Provides leadership to committees or groups.				
Teaches inservices in applicable areas.				
Ensures personalization of resident rooms (collaboration with Activity Director).				
Effectively deals with upset, angry or difficult residents and/or family members.				
Understands death and dying process and provides interventions to residents and families as needed.				
Maintains current knowledge of community resources and makes appropriate referrals.				
Positive working relationships within facility.				
Positive working relationships with key community representatives.				
Utilizes consultation appropriately and effectively.				
Understands dementia and provides leadership to facility staff in managing behaviors.				

Assists facility in achieving positive survey and accreditation results.				
Participates in CQI (EQIP process)-especially reviewing problem areas in Social Services.				
Serves a positive leader and role model in the facility.				
Leads Resident Council for facility.				
May mentor Social Work interns.				
Works closely with Activity Director.				
May assist with some Activities.				
Maintains orderly office/area.				
Follows Policies and Procedures.				
Attends conferences and workshops to enhance knowledge and skill and maintain professional relationships.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: SOCIAL SERVICES COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Identifies psychosocial needs of residents at time of admission and upon staff or physician referral. Makes appropriate referrals to community agencies.				
Develops the plan of care for social services and updates the plan as changes occur. Schedules and participates in resident care conferences/IDT which includes written notification to resident and families.				
Completes all social assessments, MDS, and care plans within the required timeframes and participates in the interdisciplinary team process.				
Assists in the discharge planning process for residents, ensuring that each resident's potential for discharge to another level of care is reviewed at least quarterly and that the conclusion of the team regarding resident's discharge potential is documented in the chart.				
Works in conjunction with the Admissions Coordinator and Director of Nursing to coordinate resident room assignments for residents needing to move to another room. Documents informing resident and facility of room changes in the social service progress notes.				
Serves as an advocate for residents rights.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works in conjunction with the other departments toward meeting residents needs.				
Coordinates the loss and theft program.				
Provides facility tours as necessary.				
Responds to requests or complaints by residents or family members.				
Maintains current community resource information that may be required for residents.				
Arranges meetings of required committees (Residents' Council and Care Conferences) as necessary, and facilitates the Resident Council meetings.				
Directs families to appropriate community resources to assist with residents needs.				
Obtains Para Transit numbers for residents as needed.				
Assists in obtaining conservatorship and other legal assistance for the residents.				
Reports any alleged or suspected resident abuse to the Administrator and Ombudsman.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Offers assistance to residents in a caring and timely manner.				
Takes the initiative to resolve resident concerns or facilitates that the appropriate party resolving the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player with other departments in the facility.				
Assists co-workers when asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:      \_\_\_\_\_ EXCEEDS      \_\_\_\_\_ MEETS      \_\_\_\_\_ BELOW REQUIREMENTS



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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LIFE ENRICHMENT ASSISTANT  
11-93  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Resident Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 25, 2017

Replaces Job Title: Activities Assistant

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Life Enrichment Assistant is responsible for implementing various social activities for the social, physical, and mental welfare of the residents.

II. JOB RELATIONSHIPS

Responsible to: Life Enrichment Director.

Workers supervised: None.

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Life Enrichment Program

- A. Assists the Life Enrichment Director in planning, organizing and implementing various Life Enrichment programs.
- B. Meets the residents' needs and interests, taking into account the abilities and physical limitations of each individual resident.
- C. Participates in the residents' plan of care and documents residents' specific problems.
- D. Documents attendance at activities.
- E. Operates equipment such as VCRs, P.A. systems, projection systems, etc. in an appropriate manner. Maintains those systems in a working manner and provides preventative maintenance as appropriate.
- F. Works with volunteer staff to ensure smooth operations of Life Enrichment programs.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy.
- B. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D.

Training and Experience:

Previous experience working with the elderly in a recreational setting preferred.

Job Knowledge:

Knowledge of Title XXII and ABRA preferred. Understands the aspects of leading an activity.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources

## Life Enrichment Assistant COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Understands job description.				
Leads activities in appropriate manner.				
Follows the direction of Life Enrichment Director.				
Assesses residents and does related documentation as assigned.				
Obtains supplies and/or equipment as assigned.				
May participate in IDT meetings for Activities.				
Prepares calendars for distribution and/or posting as assigned.				
Relates effectively to residents, families, staff and volunteers.				
Maintains compassion for the elderly/disabled residents.				
Understands dementia and effectively deals with related difficult behaviors.				
Transports residents to and from scheduled activities.				
Provides effective 1:1 room visits.				
Participates in CQI (EQIP) as assigned.				
May serve as acting Life Enrichment Director during illness, vacation, or position vacancy of Life Enrichment Director.				
Understands and cooperates with survey and/or accreditation process.				
Maintains accurate activities attendance records.				
Participates in keeping office and equipment/supply areas neat and organized.				
Open to learning and new creative programmatic endeavors.				
May suggest activities or programmatic changes to meet resident needs.				

Able to flex work schedule for special events and/or as resident program needs require.				
May post daily activities on facility units or special boards as assigned.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature** \_\_\_\_\_

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



ESKATON  
ACTIVITY DIRECTOR  
11-04  
ESKATON CARE CENTER MANZANITA

DEPARTMENT:           Activities  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        May 28, 2004

Exempt                   \_\_\_\_\_                   Non-exempt      X  

I.    JOB SUMMARY

The Activity Director is responsible for developing individual plans of recreation therapy. This position plans, organizes, and directs individual and group recreation programs suitable to participants' needs. In addition, the Activity Director coordinates the student intern and community volunteer program.

II.   JOB RELATIONSHIPS

Responsible to:           Administrator  
  
Workers supervised:       Activity Assistants and students or volunteers in the activity program.  
  
Interrelationships:        All staff, participants and families. Maintains relationships with community agencies and educational institutions.

III.  RESPONSIBILITIES AND AUTHORITIES

Recreational Therapy/Activities Program

- A.   Evaluates participants' current leisure time, attitudes, interests, skills needs.
- B.   Writes appropriate goals and objectives geared to increase/maintain participants' current leisure activities.
- C.   Participates in the RAI process with the interdisciplinary team.
- D.   Organizes, plans and directs individual and group activities, such as: exercise, current events, field trips and outings, discussion groups, gardening, etc.
- E.   Leads or delegates responsibility for staff coverage of scheduled activities.
- F.   Coordinates special events and community programs which may include fund raising activities.
- G.   Maintains charts on participants.

- H. Assesses and documents baseline information on each new resident in a timely manner. Makes MDS entries regarding activities. Serves as IDT member and may rotate responsibility with others as facilitator of process or document teams RAPs and care planning decisions.
- I. Coordinates the completion of required incidental and quarterly documentation.
- J. Develops and ensures compliance with activity policies.
- K. Writes and organizes the monthly Newsletter and Activity Calendar.

#### Student Intern and Community Volunteer Program

- A. Recruits interns from local State Colleges, Universities, Junior Colleges, and High Schools.
- B. Recruits volunteers from local churches, service groups, clubs, senior centers, senior residences, and the general public.
- C. Provides intern and volunteer orientation regarding: philosophy, programming policy and procedures. Provides ongoing training for volunteers and interns.
- D. Supervises and evaluates interns' and volunteers' performance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.

- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.
- M. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Agrees to promote compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

VI. WORK TRAITS

Aptitudes:

Possesses the ability to carry out individual treatment strategies. Has the ability to plan, organize, and direct a multifaceted program of individual and group recreational and social activities, to teach, train and supervise interns and volunteers, and to maintain positive relationships with multi-disciplinary staff, participants, families, volunteers/ interns, community groups and agencies. Must also be able to maintain a feeling of community and mutual support among participants, to understand medical terminology and health-related needs of participant, and to utilize information resources. Spanish language ability helpful.

Temperament:

Must be a sensitive and mature individual who is able to relate to younger and older disabled adults. Must be flexible, patient, open, have a sense of humor, show initiative and function independently. This position needs to be able to set limits with participants and interact with them to promote independence.

V. QUALIFICATIONS

Education:

Possession of a B.S. in Recreation/Therapeutic Recreation is preferred. Activity Coordinator Certificate (36 hours) is the minimum requirement, unless relevant experience is substituted.

Training and Experience:

A minimum of two years work in recreation programming for disabled persons in progressively responsible positions is desired. Previous work with adults and elderly preferred. Must be registered with the California Board of Parks and Recreation Personnel.

Job Knowledge:

This position must have knowledge of Skilled Nursing philosophy and goals, experience in assessing individual's leisure needs, writing goals and objectives, and planning/leading recreation programs. He/She must have an understanding of the function of volunteers and interns in programs, and knowledge of community resources. Finally, the Activity Director must possess a knowledge of adjunct therapies, of medical problems, (both physical and psychological), of the principals of group dynamics, and techniques in community building. Knowledge of OBRA, Title XXII requirements.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration \_\_\_\_\_

AUTHOR: Terrie Beck DATE: 5-28-04  
Human Resources \_\_\_\_\_

## Activities Director COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Understands job description.				
Clear compassionate verbal communication.				
Gives direction and training to Activity Assistants and volunteers.				
Comprehensive resident assessment capacity.				
Timely, readable accurate appropriate chart entries: Assessments, MDS; Care Plans; Quarterly progress notes; Incidental notes				
Interviewing skills for staff and volunteer selection.				
Provides appropriate feedback, recognition, and/or discipline to staff (Activities Assistants).				
Relationship capacity with residents, families, staff, volunteers and community representatives.				
Maintains accurate attendance and room visit records.				
Develops appealing and comprehensive program to meet residents needs.				
Posts attractive, timely, monthly calendar.				
Timely distribution of monthly calendars to families, newsletter, and as appropriate in facility or program.				
Assists Social Services Director with Resident Council as needed.				
Directly or indirectly recruits/screens/trains and rewards volunteers.				
Maintains volunteer records.				
Relates effectively to others within the facility.				
Maintains positive relationships with key personnel at EAC and in the community.				
Achieves a high level of participation in activity program(s) and/or re-evaluates/redesigns scheduled events.				

Understands dementia and develops programmatic components to meet the needs of the cognitively impaired.				
Works with nurses and others to ensure residents are able to attend activities of their choice.				
Provides seasonally appropriate special events.				
Ensures a minimum of one outing for residents each month.				
Participates in CQI (EQIP) process especially reviewing problem areas in activities.				
May mentor activities or recreational therapy interns.				
“Markets” activities and special event to residents, families an/or staff.				
Teaches inservices regarding activities and in any other areas of expertise.				
Attends and participates in meetings as appropriate in facility, at EAC and in community.				
Maintains orderly office and records.				
Ensures activity supplies and storage areas are accessible, organized, and easily utilized.				
Maintains department within established budget.				
Advocates in budget process for resident needs.				
Participates and contributes in IDT process.				
Serves as positive leader and role model within the facility.				
Follows policies and procedures.				
Attends conferences and workshops to enhance knowledge/skill and maintain professional relationships.				
Leads activities.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Activity Director

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Evaluates participants' current leisure time, attitudes, interests, skills and needs.				
Writes appropriate goals and objectives geared to increase/maintain participants' current leisure activities.				
Participates in the RAI process with the interdisciplinary team.				
Organizes, plans and directs individual and group activities, such as: exercise, current events, field trips and outings, discussion groups, gardening, etc.				
Leads or delegates responsibility for staff coverage of scheduled activities.				
Coordinates special events and community programs which may include fund raising activities.				
Maintains charts on participants.				
Assesses and documents baseline information on each new resident in a timely manner. Makes MDS entries regarding activities. Serves as IDT member and may rotate responsibility with others as facilitator of process or document teams RAPs and care planning decisions.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Coordinates the completion of required incidental and quarterly documentation.				
Develops and ensures compliance with activity policies.				
Writes and organizes the monthly Newsletter and Activity Calendar.				
Recruits interns from local State Colleges, Universities, Junior Colleges, and High Schools.				
Recruits volunteers from local churches, service groups, clubs, senior centers, senior residences, and the general public.				
Provides intern and volunteer orientation regarding: philosophy, programming policy and procedures. Provides ongoing training for volunteers and interns.				
Supervises and evaluates interns' and volunteers' performance.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
BUSINESS OFFICE MANAGER  
11-02  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: September 5, 2014

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Business Office Manager organizes and performs Business Office functions including, but not limited to, accounts payable, accounts receivable, payroll, patient trust account, and human resources. This position is also responsible for ensuring coordination with other department activities that are directly related to managing a business office. This position performs bookkeeping duties essential to the operation of the community and supports the Executive Director in analysis of operating budget. The position also supervises appropriate business office and reception personnel.

II. JOB RELATIONSHIPS

Responsible to: Executive Director  
Workers supervised: Office Assistants, Receptionist/Secretary, and Personnel Clerk  
Interrelationships: Eskaton Corporate support staff, Eskaton staff. residents, vendors, and visitors.

III. ESSENTIAL JOB FUNCTIONS

Business Services:

- A. Responsible for residents' accounts'/accounts receivable including:
  - 1. Preparation and maintenance of resident financial files/folders
    - a. Assists with private resident billing and related issues
    - b. Coordinates ancillary billing (telephone, etc.)
    - c. Processes resident refunds
    - d. Initiates and processes Non-covered Service forms
    - e. Coordinates TARs, certifications etc.
    - f. Maintains Medi-Cal cards
    - g. Responsible for producing and issuing Medicare Denial letters
    - h. Handles, deposits and reports cash receipts
    - i. Responsible for residents' accounts collection
    - j. Monitors revenue, cash, A/R journals, etc. as appropriate
    - k. Provides information to EAC to accurately maintain residents' accounts
  - 2. Responsible for verification of insurance or other source of payment and providing pertinent information to ancillary providers.



3. Responsible for communication of pertinent information, including status changes, to other department staff as appropriate.
  4. Acts as a community based resource for residents and families with account questions.
- B. Responsible for accounts payable processing including:
1. Ensuring invoices are coded with the appropriate general ledger account number
  2. Ensuring that invoices are processed and sent to EAC accurately and on a timely basis
  3. Assisting in problem resolution regarding vendor accounts
- C. Responsible for personnel and related functions including:
1. Preparing and maintaining personnel files as required by federal and state law and accrediting agency standards
  2. Coordinating employee benefits (health, dental, life, workers' compensation, pension, TSA, medical/family leave, personal leave, etc.)
  3. Administering corporate personnel policies and procedures and evaluating their compliance with both legal and board directives
  4. Directing community site audits to ensure compliance with corporate policy and state and federal regulations
  5. Ensuring pre- and post-employment requirements are met including:
    - a. Verification of previous employment information
    - b. Providing assistance with reference checks
    - c. Assisting with new employee orientation
    - d. Coordination of post employment physicals
  6. Tracking employee evaluation forms and working with other department managers to ensure the timely completion of evaluations
  7. Processing of "Notice of Personnel Action" forms
- D. Responsible for payroll and related functions including:
1. Initiating and distributing daily payroll reports (missed punch reports etc.)
  2. Processing requests for PTO following approval by appropriate department manager
  3. Submits bi-weekly payroll to Corporate Support Center
  4. Distributes payroll checks and files bi-weekly reports
  5. Assists with preparation of payroll analysis reports
- E. Maintains daily census records and related functions including:
1. Monitoring, summarizing, and reporting daily census activity
  2. Inputting and updating resident data (including financial data) for face sheets
- F. Maintains community petty cash fund and related function including:
1. Reconciling cash and distributions
  2. Maintaining appropriate records of cash distributions
  3. Processing requests for replenishment of petty cash fund

- G. Maintains the resident trust fund and related functions including:
  1. Reconciliation of resident trust cash, distributions and deposits
  2. Maintaining accurate and timely records of cash distributions
  3. Ensuring that the resident trust fund is administered according to applicable state and federal law and accrediting agency standards
  
- H. Supervises and supports community receptionist staff including:
  1. Greeting/directing visitors
  2. Answering telephones and directing calls
  
- I. Assists with the admissions/discharge process including:
  1. Assisting in coordinating information and documents needed to facilitate admissions
  2. Assisting in the completion of resident sign-ins
  3. Assisting in conducting community tours
  4. Assisting in implementation of the community marketing plan
  5. Reporting discharges to "Senior Connection"
  6. Processing MC171 and other documentation, as needed, to Social Security and DHS
  
- J. Supervision of business office operations and staff including:
  1. Assisting in the hiring and evaluation of business office staff
  2. Coordinating the inventory, purchasing and disbursement of office supplies
  3. Assisting in the development and implementation of budget provisions
  4. Active participation in community CQI and other related programs and committees

Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the corporate compliance policy and the Health Information Portability and Accountability Act. Full compliance is a condition of employment.
  
- B. Promotes compliance with corporate compliance policy among subordinates

Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
  
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
  
- C. Conducts employee performance appraisals in a timely and thorough manner.
  
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.

- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the community in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Demonstrates the ability to complete job objectives in a timely manner.
- I. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- J. Plans and organizes assignments and workflow in order to achieve maximum effectiveness and efficiency.
- K. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload; sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.

- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes

Possesses the ability to direct and supervise staff, to organize and direct work, and to achieve a high level of performance, efficiency, and professionalism in the Business Office, and to coordinate the activities of the Business Office with other departments in a mutually cooperative atmosphere. Must have technical adeptness, sound judgment and comprehensive knowledge of Human Resources generalist functions.

Temperaments

Ability to work effectively in order to meet deadlines and to maintain goal oriented attitudes and directions during operational and administrative change. Due to the diversity and complexity of the position, must have a cooperative, flexible attitude in an environment of frequent interruptions.

V. QUALIFICATIONS

Education

Accounting Degree (BA or AA), with an emphasis in Business Administration and/or Accounting/Finance or equivalent experience.

Training and Experience

Three to five years experience supervising staff. Must be able to conduct surveys, gather statistical information, prepare comparative analysis, operate PC computer, make mathematical calculations, and communicate effectively, both verbally and in written form.

Job Knowledge

Have a basic understanding of human resources law (State and Federal) and accounting, and their theories and applications. Possesses knowledge of personal

computer functions and appropriate software.

### SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 5-01-01

Human Resources

5/01/02

ESKATON  
CASE MANAGER  
11-2D  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Case Management

EFFECTIVE DATE: September 15, 1993

REVISION DATE: April 26, 2004

Exempt                        X                        Non-exempt                    \_\_\_\_\_

I.     JOB SUMMARY

The Case Manager coordinates the care of all patients admitted to the Managed Care unit. The Case Manager oversees all aspects of care from admission through discharge and care is coordinated through a multidisciplinary team. The Case Manager directs team members to deliver care within appropriate time frames and in the most cost effective manner.

II.    JOB RELATIONSHIPS

Responsible to:                    Director of Nursing

Workers Supervised:                Discharge Planner

Interrelationships:                 Patients and families, payor case managers, MD's,  
and internal staff

III.   ESSENTIAL JOB FUNCTIONS

General

A.     Ensures the patients' smooth transition through the continuum of care from admission through discharge. Acts as "point person" for the process.

1.     Meets with the patients and/or patient representative within 24 hours after admission or as soon as possible after admission. Admission orders are reviewed for specialized needs and appropriate level of care for reimbursement.
2.     Ensures that the discharge planning process is initiated within twenty-four (24) hours of admission and monitors discharge planning process (Discharge Planning Assessment).
3.     Ensures patient/family teaching needs are identified, communicated, and carried out by team members.

4. Refers any high risk patients daily to the DON to review.
  5. Leads the daily interdisciplinary team meetings in the review of Medicare and Managed Care patients to ensure that the treatment plan is timely, cost effective, and based on the functional objectives necessary to achieve the discharge plan.
  6. Communicates regularly with Social Services to identify and meet psycho-social needs that may be a barrier to a timely discharge.
  7. Collaborates with payor to negotiate, as needed, additional benefits which are identified by the team or physician as necessary for the achievement of good outcomes and timely discharge.
- B. Establishes and maintains communication links with key people internally and externally during patient's admission to ensure timely patient outcomes.
1. Reviews Managed Care charts for doctors' orders and other data which identifies changes in level of care or services which require authorizations or reimbursement review.
  2. Functions as main contact between payor and facility and communicates all relevant information including but not limited to patient progress, barriers to successful outcomes, equipment needs, and discharge planning information.
  3. Documents pertinent patient information in nursing notes/case manager communication forms, etc.
  4. Acts as the "Point Person" with payors to request authorizations, extensions, and level of care changes, and new services recommended by the team. "Point Person" to inform patients/families of the goals for length of stay and authorized care/benefits for skilled care.
  5. Discusses controversial issues relative to managed care contracts and/or patients with the Administrator and Director of Case Management.
  6. Fosters a trusting relationship with physicians and external case managers by communicating relevant information (updates on progress, barriers to successful outcomes, problems, changes in condition and discharge information).
  7. Coordinates inservice training to educate staff about the Managed Care environment.

8. Acts as a resource to the facility regarding Managed Care issues.
  9. Maintains compliance with the case management system which includes appropriate documentation and communication between various departments.
- C. Monitors costs associated with delivery of care and reports/takes action to reduce unnecessary expenses.
- D. May serve as a member of any of the following committees:
1. Eskaton Quality Improvement Process (EQIP)
  2. Continuous Quality Improvement (CQI) Process
  3. Infection Control
  4. Utilization Review
  5. Pharmacy
  6. Interdisciplinary Team Conference

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.



- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the DON and Administrator.

#### Customer Service

- A. Offers assistance to patients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain-of-command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to patients and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the facility and with other parts of the organization.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined by Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and patients.

## IV. WORKER TRAITS

### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands. Must have the ability to read, write and follow oral and written directions at a level necessary to accomplish the job; and, must have the ability to follow through with limited supervision.

Must have the ability to relate positively and favorably to residents and families and to work cooperatively with other associates; and, must have **excellent** communication skills with the ability to be assertive without being aggressive.

### Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and patients and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A graduate of an accredited school of professional nursing and has a valid California RN license; current CPR certification. A four year degree is preferred but a two year degree will suffice with five years related experience.

Training and Experience:

Must have at least two (2) years in a rehabilitation and/or sub-acute setting with case management responsibilities and/or insurance industry and/or health care management experience.

Knowledge, Skills, and Abilities:

Required current knowledge of federal, state and local regulations in the related healthcare field. Must possess excellent patient assessment skills, including the ability to evaluate medical records from the referring facility. Must have demonstrated ability to promote, negotiate, develop, and maintain relationships with consumers.

Must have knowledge of the managed care environment, as well as other payors. Must have the ability to teach (formally and informally) internal staff and external contacts regarding the facility's patient care delivery system.

Must meet all local health regulations and pass post-employment process.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/01/04  
Human Resources



ESKATON  
CENTRAL SUPPLY/STAFFING COORDINATOR  
11-7F  
ESKATON CARE CENTER MANZANITA

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        May 17, 2006

Exempt               \_\_\_\_\_               Non-exempt                 X  

I.    JOB SUMMARY

The Central Supply/Staffing Coordinator orders, stocks, labels and maintains appropriate levels of supplies for the nursing department. This position is also responsible for scheduling RNs, LVNs and CNAs for the nursing department.

II.   JOB RELATIONSHIPS

Responsible to:        Director of Nursing

Workers supervised:   None

Interrelationships:    All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Central Supply:

- A.   Maintains an inventory of nursing supplies including but not limited to over the counter (OTC) medications, minor medical equipment and supplies and durable medical equipment (DME) provided by HMOs or other providers.
- B.   Labels all central supply items.
- C.   Stocks the main nursing supply storage area as well as the nursing station, utility room and other areas as requested.
- D.   Assists Business Office Manager in collection of month end charges.
- E.   Orders durable medical equipment as required by nursing department.
- F.   Tracks and maintains inventory of oxygen. Provides a monthly report of oxygen usage to the Director of Nursing.

- G. Reconciles, no less than bi-monthly, physicians orders for: oxygen, catheters, accuchecks and bladder scans in order to assure items were charged and adequate supplies are in stock.
- H. Reviews all supply invoices, compares them to orders and packing slips, codes and then forwards them to Director of Nursing for approval.
- I. Collects diabetic charges and sends them to the Corporate Office two times per month.
- J. Checks emergency carts daily to ensure they are ready for use at all times.

#### Staffing:

- A. Prepares the monthly nursing schedule one month in advance for all RNs, LVNs, and CNAs.
- B. Coordinates with the Director of Nursing or designee the approval/denial of all requests for time-off for the nursing staff.
- C. Reviews any registry invoices to ensure accuracy, codes invoices and submits for timely approval by Director of Nursing.
- D. Is responsible for registry requests to fill shifts once approval has been received from Administrator/Director of Nursing.
- E. Is responsible for completing and posting the Nursing Hour Report.

#### Clerical

- A. Performs any clerical tasks deemed necessary by the supervisor.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

### IV. WORK TRAITS

#### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to

effectively communicate and give direction to those visiting or calling the facility.

Temperaments:

Requires patience and tact in order to receive, relay and place telephone calls continually throughout the day. Ability to make decisions based upon the urgency of the situation and in accordance with work procedures.

V. QUALIFICATIONS

Education

High School Graduate or GED.

Training

One year of recent experience in central supply and one year recent experience in staffing.

Knowledge and Abilities:

A working knowledge of durable medical equipment and central supply items. Must be familiar with personal computers and applicable software.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/17/06

Human Resources



**Central Supply/Staffing Coordinator  
COMPETENCY CHECKLIST**

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria</b> <b>Met</b>		<b>Date &amp;</b> <b>Initial of</b> <b>Reviewer</b>	<b>Comments,</b> <b>Training Needs</b>
	Yes	No		
Stocks the main nursing supply storage area.				
Collects month end charges.				
Orders durable medical equipment.				
Tracks and maintains oxygen.				
Reconciles physician's orders for: oxygen, catheters, accuchecks and bladder scans.				
Reviews all supply invoices.				
Collects diabetic charges.				
Checks emergency carts daily				
Prepares the monthly nursing schedule.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

5/19/06

EMPLOYEE EVALUATION AND DEVELOPMENT PLAN

NAME:

DATE HIRED:

PERIOD OF EVALUATION:

POSITION: Central Supply Clerk

DATE OF LAST EVALUATION:

DATE OF THIS EVALUATION:

Staffing Coordinator

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Maintains an inventory of nursing supplies including but not limited to over the counter (OTC) medications, minor medical equipment and supplies and durable medical equipment (DME) provided by HMO's or other providers.				
Labels all central supply items with bar codes.				
Stocks the main nursing supply storage area as well as the nursing station, utility room and other areas as requested.				
Assists Business Office Manager in collection of month end charges				
Orders durable medical equipment as required by nursing department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Tracks and maintains inventory of oxygen. Provides a monthly report of oxygen usage to the Director of Nursing.				
Reconciles, no less than bi-monthly, physicians orders for: oxygen, catheters, accuchecks and bladder scans in order to assure items were charged and adequate supplies are in stock.				
Reviews all supply invoices, compares them to orders and packing slips, codes and then forwards them to Director of Nursing for approval.				
Collects diabetic charges and sends them to the Corporate Office two times per month.				
Checks emergency carts daily to ensure they are ready for use at all times.				
Prepares the monthly nursing schedule one month in advance for all RNs, LVNs and CNAs.				
Coordinates with the Director of Nursing or designee the approval/denial of all requests for time-off for the nursing staff.				
Reviews any registry invoices to ensure accuracy, codes invoices and submits for timely approval by Director of Nursing.				
Is responsible for registry requests to fill shifts once approval has been received from Administrator/Director of Nursing.				
Is responsible for completing and posting the Nursing Hour Report.				

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
Performs any clerical tasks deemed necessary by the supervisor.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
DIRECTOR OF STAFF DEVELOPMENT  
11-20  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 13, 2015

Exempt \_\_\_\_\_ Non-exempt   X  

I. JOB SUMMARY

The Director of Staff Development conducts, coordinates, and administers training for nursing and facility staff in the form of orientations, in-service training, and pre-certification training as indicated. This position keeps abreast of regulations pertaining to state and federal requirements and conducts and coordinates the nursing preceptor program. He/She also provides topical and current in-service educational programs, maintains all records related to education and training in the facility, and possesses the role of Infection Control Preventionist.

II. JOB RELATIONSHIPS

Responsible to: Executive Director

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Orientation

- A. Coordinates nursing orientation for all SNF nursing staff/support staff.
- B. Coordinates the nursing preceptor program.

- C. Initiates and implements instructional programs for all staff.
- D. Maintains record-keeping requirements as required by Title XXII and federal regulations.
- E. Is the primary lead person in the interview/selection panel process for the facility.

#### In-service Education

- A. Maintains in-service attendance records for all staff as required.
- B. Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.

#### Infection Control

- A. Acts as the Infection Control Preventionist responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.
- B. Coordinates the Hepatitis B program.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to one year of experience planning, implementing and evaluating educational programs in nursing. One year recent supervisory experience.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



**Director of Staff Development**

## COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates an understanding of the Eskaton Hiring Process (reference checks, pre/post employment issues)				
Demonstrates the ability to administer and read a PPD TB test.				
Demonstrates the ability to create orientation program for CNA.				
Demonstrates the ability to create a continuing educational program including three month calendar.				
Demonstrates the ability to create a lesson plan with all the necessary components.				
Demonstrates ability to design fire and disaster drills.				
Demonstrates the ability to post in-services for all employees.				
Is able to demonstrate appropriate use of safety equipment and body mechanic training to others employees.				
Demonstrates the ability to present an in-service, (start and finish on time, follow the lesson plan, evaluate process).				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Director of Staff DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_  
Development - RN

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Coordinates nursing orientation for all SNF nursing staff/support staff.				
Coordinates the nursing preceptor program.				
Initiates and implements instructional programs for all staff.				
Maintains record-keeping requirements as required by Title XXII and federal regulations.				
Is the primary lead person in the interview/selection panel process for the facility.				
Maintains in-service attendance records for all staff as required.				
Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.				
Acts as the Infection Control designee responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Coordinates the Hepatitis B program.				
Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
ADMISSIONS COORDINATOR  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: ADMINISTRATION

EFFECTIVE DATE: April 1, 2004

REVISION DATE: September 29, 2022

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Care Center Admissions Coordinator facilitates the admission of residents to Eskaton Care Center Manzanita. The Coordinator also provides administrative support for those admissions as well as coordinating internal marketing activities.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers supervised: None

Interrelationships: Works closely with facility staff, including department heads to coordinate admitting resident care needs. Close working relationship with Eskaton Admissions Center staff. Also works with vendors, residents, visitors, and all staff within the Corporation.

III. ESSENTIAL JOB FUNCTIONS

Admissions

- A. Works with Eskaton Admission managers to facilitate admission of residents. Prepares admission information for distribution to appropriate staff members.
- B. Coordinates placement of resident with facility staff.
- C. Conducts facility tours, discusses admission with families, conservators, clients, and case managers as needed.
- D. Assures the completion of the Admissions Packet with resident and/or family. Makes certain that documentation is thorough, timely, and complete.

- E. Provides resident and/or resident representative with required admission documents and ensures that the facility receives the necessary documents on admission (i.e. doctor's orders, physician selection, acute transfer data, etc.).
- F. Documents pertinent information related to admissions.
- G. Prepares and distributes census information reports to the Admissions Center daily.

#### Marketing/Customer Relations

- A. Promotes positive client relations programs and assists in the education of families and residents about the facility services and staff to support their needs.
- B. Assists the Health Services Director of Marketing in market feasibility and baseline studies.
- C. Serves as a member of committees whose purpose is to enhance resident and community relations.
- D. Participates in special events and presentations targeted at internal marketing education.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS:

Aptitudes:

Possesses the ability to work with little or no supervision, acquires new knowledge to perform additional and more difficult tasks, organizes and directs work efforts in order to achieve a high level of performance, efficiency, and professionalism. Possesses good problem solving skills.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents. Maintains a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS:

Education:

The candidate must be a High School graduate. Academic courses in gerontology beneficial.

Training and Experience:

A minimum of two years experience in long term care facilities and/or program is desirable. Basic computer skills required.

Job Knowledge:

General knowledge of principles of nursing care and human relations. Some knowledge of reimbursement and public assistance programs helpful.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 04/21/2004

Human Resources



## Admissions Coordinator

### COMPETENCY CHECKLIST

Facility Employee: Date of Hire	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Shows proficiency in admission process.				
Explain admission-screening process.				
Demonstrate tour procedure.				
Instruction on completing an admission packet: a. Face sheet (Gen16 4/92) b. Admission Agreement (Gen23 1/97) c. MDS section AA, AB, AC d. Bed Hold Notification (#153-N rev. 9/93) e. Insurance Verification Authorization Form (215X 3/96) f. Consents (#149-N 7/93) g. Communication to the Physician (114N 3/97) h. Billing Status/Financial Guarantor (RDFORM.DOCLS 7/17/96) i. Admission Checklist (AA-CKLST.DOC) j. PAS/PASSAR (DHS 6170 8/94)				
Compile a new admission packet.				
Instruction on how to update daily census on computer.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Admissions Coordinator DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Works with Care Center Admission managers to facilitate admission of residents. Prepares admission information for distribution to appropriate staff members.				
Coordinates placement of resident with facility staff.				
Conducts facility tours, discusses admission with families, conservators, clients and case managers as needed.				
Assures the completion of the Admissions Packet with resident and/or family. Makes certain that documentation is thorough, timely and complete.				
Provides resident and/or resident representative with required admission documents and ensures that the facility receives the necessary documents on admission (i.e. doctors orders, physician selection, acute transfer data, etc.).				
Documents pertinent information related to admissions.				
Prepares and distributes census information reports to the Administrative Center daily.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends pertinent Case Management meetings to stay abreast of clients' pending discharge or payment status (Medicare, Kaiser, etc.)				
Promotes positive client relations programs				
Assists the Health Services Group Marketing Coordinator in market feasibility and baseline studies.				
Monitors inquiries, admissions and reports customer trends and weekly sales calls to the Marketing Coordinator.				
Serves as a member of committees whose purpose is to enhance resident and community relations.				
Participates in special events and presentations targeted at internal marketing education				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

- No
- Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

- No
- Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

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Employee Name

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Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
HEALTH INFORMATION CLERK  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Medical Records

EFFECTIVE DATE: September 2, 2009

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt  X

I. JOB SUMMARY:

The Health Information Clerk is responsible for organizing and maintaining medical records and reviews all charts for completion and accuracy in accordance with State and Federal regulations, accepted professional standards and facility policies and procedures. Files all reports in the appropriate medical records, and responds to Eskaton Billing Service requests for delinquent billing information.

II. JOB RELATIONSHIPS:

Responsible to: Health Information Manager

Workers supervised: None.

Interrelations: -All staff within the facility, vendors, residents and visitors  
-Facility medical staff  
-Physicians and ancillary care providers

III. ESSENTIAL JOB FUNCTIONS:

Public Relations:

- A. Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.
- B. Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.
- C. Assembles charts and inserts in a timely fashion.
- D. Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.

General Duties:

- A. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- B. Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- C. Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.
- D. Purges medical records charts within medical records procedural guidelines.
- E. Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.
- F. Performs assigned computer-based tasks and audits.
- G. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- H. Accurately completes all copying and/or distribution requests received.
- I. Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.
- J. Breaks down discharged resident charts and completes discharge chart audit.
- K. Processes and files faxes and other written communication from physicians and ancillary services.
- L. Uploads and indexes paperwork and source documents into electronic health record.
- M. Performs assigned computer-based tasks and audits.
- N. Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.
- O. Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.
- P. Processes documents for mailing to physicians and responsible parties.

- Q. Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.
- R. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS:

Aptitudes:

Possesses effective communication skills, both written and verbal, and adjusts to frequent interruptions. Has the ability to organize, prioritize and self-motivate.

Temperament:

Ability to adjust to frequent interruptions, to work with little supervision and a minimal amount of contact with other staff. Is able to work under stressful conditions.

V. QUALIFICATIONS:

Education:

High School graduate or GED., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification or qualification for nurse assistant certification through prior training/experience.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care facility direct unit.

Knowledge and Abilities:

Possesses knowledge of performing personal care services in a skilled nursing facility. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



## HEALTH INFORMATION CLERK COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Knowledge of medical chart, contents and organization..				
Knowledge of medical records audit venue and elements of auditing..				
Knowledge of processes to close discharge chart.				
Knowledge of forms ordering process..				
Knowledge of process to “thin” chart.				
Knowledge of physician credentialing processes.				
Knowledge of legal chart reproduction process.				
Able to record minutes of committee meetings.				
Knowledge of new patient admitting process.				
Knowledge of corporate compliance and elder abuse indicators, investigations, and reporting guidelines.				
Knowledge of RPI scheduling process.				
Knowledge of MDS download process.				
Knowledge of EQIP problem solving processes.				
Able to assume duties of receptionist.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: **Health Information Clerk** DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Organizes and maintains the open and closed medical record files per procedure and in an accessible manner.				
Monitors medical records for compliance with licensing requirements, reporting problems to the Health Information Manager.				
Assembles charts and inserts in a timely fashion.				
Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.				
Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.				
Assists with new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.				
Assists with 24-hour admission audit on all new admissions to include resident identification, chart documentation, and interdisciplinary communication.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Purges medical records charts within medical records procedural guidelines.				
Codes the admission, interim and discharge diagnoses utilizing the ICD-9-CM coding book.				
Performs assigned computer-based tasks and audits.				
Sends and receives faxed materials per procedure; maintains unit level inventory of forms.				
Accurately completes all copying and/or distribution requests received.				
Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.				
Breaks down discharged resident charts and completes discharge chart audit.				
Processes and files faxes and other written communication from physicians and ancillary services.				
Uploads and indexes paperwork and source documents into electronic health record.				
Performs assigned computer-based tasks and audits.				
Daily rounds to stock medication room, over the counter medications, treatment supplies and CNA ADL supplies.				
Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.				
Processes documents for mailing to physicians and responsible parties.				
Timely and accurately responds to appeals requests for documentation from state Quality Improvement Organization.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). . Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RECEPTIONIST/OFFICE ASSISTANT  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration

EFFECTIVE DATE: July 16, 2010

REVISION DATE:  
Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Receptionist/Office Assistant receives visitors, answers phones, ascertains their needs and contacts proper authority, and performs related clerical duties according to the project assigned. In the absence of the Business Office Manager, the Receptionist/Office Assistant will be responsible for payroll and related functions, all human resource functions, benefits, evaluations and maintenance of personnel files. Also, in the absence of the Business Office Manager, the Receptionist/Office Assistant will assist with the orientation of new employees, receive and monitor recruitment information, and respond to employment/employee related issues. This position may also be called upon to perform various Admission Coordinator functions.

II. JOB RELATIONSHIPS

Responsible to: Business Office Manager

Workers Supervised: None.

Interrelationships: All staff within the community, EAC, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

Reception Functions

- A. Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication, such as the scheduling and coordination of teleconference calls.
- B. Greets visitors, determines their needs, and contacts the proper authority to assist.

- C. Answers general questions and gives general information to those visiting or calling the office.
- D. Assists in the ordering of office supplies, maintains paper supplies in copy machines, fax and printers and makes service call requests as the situation dictates.
- E. Sorts mail and distributes to appropriate party. In the absence of the Business Office Manager, monitors courier bags.

#### Personnel Functions

- A. In the absence of the Business Office Manager, will prepare and maintain personnel files as required by federal and state law and accredited agency standards and Eskaton policy.
- B. In the absence of the business Office Manager, acts as a liaison between EAC and employee regarding employee benefits, enrollment and explanation of benefit coverage.
- C. In the absence of the Business Office Manager, assists in the completion of workers' compensation forms and maintenance of OSHA log and related files.
- D. In the absence of the Business Office Manager, assists in filing of pre and post employment documents and may be tasked with reference checks.
- E. In the absence of the Business Office Manager, prepares "Notice of Personnel Action" forms for administrator approval.
- F. In the absence of the Business Office Manager, assumes management of the employee evaluation process including maintenance and distribution of review schedules, preparation of review packets, reminders to department heads of due evaluations one month in advance, and monitors follow-up and completion of reviews in a timely manner.
- G. As necessary, responds to employee requests for insurance forms, discount cards, etc.

#### Admissions Functions

- A. Performs a variety of clerical duties and assigned projects such as: posting data from one record to another, typing reports, keeping current resident/patient room numbers, updating census reports, preparing application and admission packets.

- B. Assists with new resident information such as processing of face sheets for Accounts Receivable and transmission to X-Ray and Pharmacy.
- C. Serves as an alternate to collect payments and prepare deposits.
- D. Serves as an alternate to prepare daily flash reports.
- E. Serves as an alternate to accounts payable coding and associated documentation for submittal to EAC.
- F. Serves as an alternate for admission process and liaison between ECCM and the admissions department at EAC.

#### Payroll Functions

- A. As necessary, initiates and distributes daily payroll reports.
- B. In the absence of the Business Office Manager, audits time cards on a daily basis.
- C. Processes requests for PTO following approval by appropriate department manager.
- D. In the absence of the Business Office Manager, submits bi-weekly payroll to EAC.
- E. Distributes payroll checks and files bi-weekly payroll reports.
- F. Assists with the preparation of payroll analysis reports.
- G. Manages payroll verification and reconciliation issues.
- H. In the absence of the Business Office Manager, performs daily transfer of recorded time input from electronic and manual recording stations and inputs data into time management system for daily and summary reports.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.



### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the Corporate Office.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears

appropriate safety gear.

- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public.

#### IV. WORKER TRAITS

##### Aptitudes:

Must have good communication skills, both verbally and in written form, in order to effectively communicate with a broad variety of individuals and entities.

##### Temperaments:

Requires patience and tact in order to interact and effectively meet the needs of residents, visitors, staff, vendors, and other individuals or entities which receive or provide service to the ECCM community. Ability to make decisions based upon the urgency of the situation and in accordance with work priorities and procedures.

#### V. QUALIFICATIONS

##### Education:

High school or equivalent G.E.D., including courses in fundamental computer utilization, i.e., familiar with commonly used programs and basic typing skills required.

##### Training and Experience:

Experience as a receptionist with business office functions and public contact desirable. Work experience with PC and related software preferred.

##### Job Knowledge:

Preferred: Knowledge of accounts receivable, billing, payroll, telephone etiquette, interpersonal communication, computer and typing formats, correspondence and documentation, calendaring, and filing.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
*Terrie Beck* 5/1/04  
Human Resources

## Receptionist/Office Assistant COMPETENCY CHECKLIST

<b>Community:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>	<b>Reviewer</b>	
Understands and Demonstrates the importance of picking up the phone prior to the third ring.				
Demonstrates appropriate use of the personal computer and the applicable software (i.e. word, excel, etc.)				
Organized work station efficiently so as not to appear cluttered or disorganized.				
Demonstrates the ability to follow a task through to completion. (i.e., performance evaluation project)				
Demonstrates a positive and friendly attitude (can do!) to residents, families and staff.				
Demonstrates the ability to troubleshoot fax machine, photocopy machine minor problems (i.e., jams). Knows when to call a repair service.				
Demonstrates the ability to keep calm during high volumes of calls or family issues.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION:

POSITION: Receptionist DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION:

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Operates multi-positioned telephone switchboard to relay incoming calls, and performs other tasks related to communication.				
Greets visitors, determines their needs, and contacts the proper authority to assist.				
Answers general questions and gives general information to those visiting or calling the office.				
Performs a variety of other clerical duties, depending upon projects assigned, such as: posting data from one record to another, typing reports, keeping current on cards on guest room numbers, updating census reports, making application packets, and other related clerical duties.				
Schedules and coordinates tele-conference calls.				
Assists with new residents by processing information/face sheets for Accounts Receivable. Updates face sheets to X-ray and Pharmacy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Accurately completes assignments according to directions given and performs other duties as required of position.				
Sorts Mail and distributes to appropriate party.				
Maintains copy machine, tax and printers full of paper products. Makes calls to vendors in case of machine malfunctions. Troubleshoots machine problems, where appropriate (jams, etc.).				
Keeps track of the employee performance evaluations which are due by sending out reminders to department heads one month in advance, and then ensures follow-up for completion in a timely manner. If evaluations are late, the incumbent reports this to the Business Office Manager.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the Corporate Office.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Follows prescribed dress code and maintains a professional image to the public.				



CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If “Yes”, have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance-related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
UNIT SECRETARY  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: April 1, 1998  
REVISION DATE: September 2, 2009

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Unit Secretary duties include but are not limited to assisting nursing, admitting and medical records clinical tasks. Duties and assignments may vary at the discretion of the Health Information Manager based on evaluation of community needs.

II. JOB SUMMARY

Responsible to: Health Information Manager

Workers supervised: None.

Interrelationships: - All staff within the community, vendors, residents and visitors  
- Eskaton Admission Managers  
- Community medical staff  
- Physicians and ancillary care providers

III. ESSENTIAL JOB FUNCTIONS

Public Relations:

- A. Greets visitors in a courteous and business-like fashion and notifies departments of appointments.
- B. Demonstrates a pleasant, professional posture to the public and staff and communicates in a pleasant business-like manner.
- C. Receives incoming community calls promptly; efficiently routes calls to the appropriate department and/or person.

General Duties:

- A. Assists with admission process. Assures room is prepared and ready for new residents; completes quality assurance check list.
- B. Prepares admission chart with name, medical record number, physician name and ensures appropriate forms are available. Assists licensed nurse with related admission packet review and completion by resident, agent or responsible party.
- C. Transcribes new admission orders from source documents into the electronic health record and prints orders, medication, treatment, and/or any other forms required.
- D. Assists in processing resident inventory and resident orientation; completes quality assurance check on resident inventory.
- E. Maintains laboratory and diagnostic test scheduling and reviews daily to ensure test results have been received.
- F. Maintains weight log, calculations, and charge nurse notification when necessary.
- G. Purges medical records charts within medical records procedural guidelines.
- H. Facilitates room transfers, including room name-strip preparation, and notification of families/responsible parties.
- I. Facilitates discharges as directed by Discharge Planning, including faxing requests to physicians, home health agencies and DME providers.
- J. Performs assigned computer-based tasks and audits.
- K. Sends and receives faxed materials per procedure; maintains unit level inventory of forms.
- L. Accurately completes all copying and/or distribution requests received.
- M. Updates Physician Visit Schedule in electronic health record to maintain compliance with CMS and Title XXII regulatory requirements.
- N. Breaks down discharged resident charts and completes discharge chart audit.
- O. Updates ancillary charge sheets weekly and submits to Business Office Manager for billing.
- P. Processes and files faxes and other written communication from physicians and ancillary services.
- Q. Uploads and indexes paperwork and source documents into electronic health record.

- R. Processes documents for mailing to physicians and responsible parties.
- S. Timely and accurate response to appeals requests for documentation from state Quality Improvement Organization.
- T. Reconciling and documenting medications for pharmacy return for credit; completes return drug record.
- U. Initiates requisition slips for labs, x-ray, and dietary change orders.
- V. Assists with processing requests for protected health information/medical record copying. Verifies legal right to access chart.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Utilizes initiative and decision-making skills to resolve client concerns, or confirms that the appropriate department resolves the concern.
- C. Immediately informs the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Complies with established positional dress code. Maintains a professional image to the public and residents.

### IV. WORKER TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no supervision (for weeks on end), to adjust to changing caseload and frequent admissions/discharges, and to acquire knowledge to perform additional or complex tasks. Experience with personal computers and related software is preferred.

#### Temperaments:

Has the ability to maintain a positive, stable disposition in performing duties, works in association with staff and residents, and maintains a high level of performance in an environment of frequent demands and changes.

### V. QUALIFICATIONS

#### Education:

High school graduation or G.E.D., and medical terminology course preferred. Current valid California Certified Nurse Assistant certification preferred.

Training and Experience:

Six months experience in providing nursing care or nursing unit support in a health care community unit.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing community. Has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: : \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 4/12/03  
Human Resources



## Unit Secretary

### COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Demonstrates ability to operate multiline telephone system.				
Demonstrates ability to process admission and discharge procedures.				
Demonstrates ability to schedule resident appointments and transportation.				
Demonstrates ability to inventory and order forms.				
Demonstrates ability to understand telephone order process.				
Proficiency with electronic health record software.				
Demonstrates ability to operate copy/fax machine.				
Demonstrates basic skills for Excel, Word.				
Demonstrate ability to breakdown charts.				
Demonstrate ability to conduct chart audits.				

**Signature:** \_\_\_\_\_

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

ESKATON  
DIRECTOR OF ENVIRONMENTAL SERVICES  
11-16  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Environmental Services

EFFECTIVE DATE: May 1, 2003

REVISION DATE:

Exempt                          X                          Non-exempt                      \_\_\_\_\_

I. JOB SUMMARY

The Director of Environmental Services performs and oversees the maintenance and repairs of the facility's heating/cooling systems, water, gas, electrical, and mechanical systems. This position is responsible for the general appearance and condition of the facility, for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements, and for the hiring, training, employment decisions, supervision and coordination of the maintenance for the facility. This position assists in the development and implementation of operating and capital equipment budgets. Maintains the facility in an aesthetic and well operating manner.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: Maintenance, Housekeeping, Laundry staff

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Develops and implements preventative maintenance and safety programs for heating/cooling systems, water, gas, electrical, and mechanical systems.
- B. Responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, and the office of the State Fire Marshall.

- C. Is responsible for the day-to-day supervision and direction of the maintenance, housekeeping and laundry personnel. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.
- D. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- E. Purchases all non-capital items required for general maintenance of building and grounds.
- F. Responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.

Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.

- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperament:

Has the ability to maintain a positive and stable disposition in performing work and in association with staff and residents and to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

High school graduate or G.E.D. Graduation from trade school related to electrical, plumbing, carpentry and landscaping skills or equivalent experience in these areas.

##### Training and Experience:

A minimum of five years in general maintenance. Two to three years in a supervisory capacity in all areas of maintenance.

##### Job Knowledge:

Knowledge of boilers, compressors, motors and machinery, as well as various electrical, mechanical and plumbing systems. Ability to read and interpret blueprints and technical manuals and to organize and implement work projects in a timely

manner according to facility priorities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/2003  
Human Resources



**Director of Environmental Services**

**COMPETENCY CHECKLIST**

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrate knowledge and use of the Preventative Maintenance program.				
Demonstrate knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrate ability to supervise and direct maintenance, laundry, housekeeping personnel.				
Demonstrate ability to start-up, operate under load, and shut down emergency generator.				
Demonstrate knowledge of the facility's electrical systems.				
Demonstrate ability to activate/deactivate alarm system.				
Demonstrate ability to be liaison between nursing and contracted services.				
Explain process for hiring, orienting, training, and coaching personnel.				
Explain the hazardous materials program.				
Demonstrate ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)



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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPING/LAUNDRY SUPERVISOR  
11-08  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Housekeeping/Laundry

EFFECTIVE DATE: January 1, 2000

REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Housekeeping/Laundry Supervisor is responsible for hiring, training, and making employment decisions for the housekeeping and laundry departments. This position maintains the appropriate inventory and supplies for the department.

II. JOB RELATIONSHIPS

Responsible to: Administrator

Workers supervised: Housekeepers, Laundry Workers

Interrelationships: All staff within the facility, residents, and visitors.

III. ESSENTIAL JOB FUNCTIONS

Administrative Functions

- A. Creates work schedules, assigning personnel to specific duties and areas.
- B. Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.
- C. Is responsible for in-service training on chemical usage and safety.
- D. Ensures that work/cleaning schedules are followed as closely as practical.
- E. Trains assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.

- F. Meets with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.
- G. Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.
- H. Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.
- I. Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.
- J. Recommends equipment and supply needs to the Administrator.
- K. Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.
- L. Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.
- M. Ensures equipment is cleaned and properly stored at the end of the shift.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers,peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

E. Follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the facility, to follow written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperament:

Has the ability to work with staff and residents in a friendly/service oriented manner, to communicate effectively with other departments, and to work within stringent time restraints and able to work alone, often without close supervision.

V. Qualifications

Education:

High School education or equivalent G.E.D.

Training and Experience:

Five to eight years experience in housekeeping and laundry in a large institutional setting. Three to five years recent supervisory experience in laundry and housekeeping required.

Job Knowledge:

Thorough knowledge of chemical procedures for washing, drying and infection control. Knowledge of cleaning schedules necessary for maintenance of the facilities. Knowledge of Title XXII and OSHA requirements

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_  
Administration

DATE:

AUTHOR: Terrie Beck

DATE: 5/1/04

## Housekeeping/Laundry Supervisor

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates ability to develop work schedules, assigning personnel to specific work tasks.				
Demonstrates process for hiring, orienting, training, and coaching personnel.				
Demonstrates a working knowledge of the infection control policies.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDS.				
Demonstrates use of proper body mechanics and ability to reduce lifting exposures.				
Demonstrates safe operation of electrical equipment.				
Can explain department responsibilities and safety procedures in the event of an external or internal disaster.				
Demonstrates efficient inventory control systems, code invoices and use spend-down sheets.				
Demonstrates proper use of cleaning supplies.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

02-21-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: HOUSEKEEPING/LAUNDRY SUPERVISOR      DATE OF LAST EVALUATION: \_\_\_\_\_      DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Creates work schedules, assigning personnel to specific duties and areas.				
Monitors use of and requisitions of supplies, chemicals, linens or equipment necessary for the department.				
Is responsible for in-service training on chemical usage and safety.				
Ensures that work/cleaning schedules are followed as closely as practical.				
Train assigned personnel in the proper techniques of mixing chemicals, cleaning disinfectants, and solutions; of cleaning methods; and the use of equipment, etc., as directed.				
Meet with assigned personnel monthly to assist in identifying and correcting problem areas, and/or improving services.				
Ensures that assigned work areas are maintained in a clean, safe, comfortable, and attractive manner.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures that appropriate MSDSs for chemicals being used by housekeeping personnel are on file and easily accessible.				
Ensures that housekeeping personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes.				
Recommends equipment and supply needs to the Administrator.				
Coordinates daily laundry pick up and distribution services with nursing service when performing routine laundry assignments.				
Ensures that personnel are performing assigned tasks in accordance with established laundry procedures.				
Ensures equipment is cleaned and properly stored at the end of the shift.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs other duties and assignments deemed appropriate by the Administrator.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LEAD HOUSEKEEPER  
11-83  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Housekeeping

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 26, 2004

Exempt        \_\_\_\_\_        Non-exempt          X  

I.    JOB SUMMARY

The Lead Housekeeper is responsible for cleaning and maintaining the independent resident units, the assisted living center, the skilled nursing facility, the community center and all public areas on the facility. He/She is responsible for maintaining the highest standard of cleanliness throughout the facility.

II.   JOB RELATIONSHIPS

Responsible to:                    Housekeeping/Laundry Supervisor

Workers supervised:            Housekeepers, Laundry Workers, Janitors

Interrelationships:            Staff and residents, vendors and visitors of the facility.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Provides daily cleaning of the assigned resident units, the assisted living center, the skilled nursing facility and the community center.
- B.    Is responsible for the care of all equipment on the housekeeping cart. Ensures that equipment is properly maintained and serviced on a regular, preventative maintenance program.
- C.    Checks all equipment back into appropriate storage area after each day. Is responsible for the security of that equipment.
- D.    Acts as the liaison between the housekeeping staff and the residents in the event of a conflict.



- E. Inspects the independent units, the assisted living center, the skilled nursing facility and the community center on a regular basis. Provides appropriate feedback and reports status to supervisor.
- F. Coordinates the staffing ratio to ensure full coverage of shifts and appropriate level of service.
- G. Maintains good public relations with residents.
- H. Maintains an adequate inventory of supplies and orders from vendors with approval from supervisor.
- I. Has a basic knowledge of chemical usage.
- J. Is responsible for a quality assurance program which ensures consistent high standards of performance from staff and high standards of cleanliness for the facility.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health and Insurance Portability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPPA compliance policy among subordinate.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKERS TRAITS

### Aptitudes:

Possesses the ability to work with other departments within the facility, to follow

written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperament:

Is able to work with staff and residents in a friendly, service oriented manner, to communicate with all department, to work within stringent time restraints, and to work alone, often without close supervision.

V. QUALIFICATIONS

Educations:

High school education or vocational training preferred.

Training and Experience:

Experience in housekeeping activities preferably in a large institutional setting. One year supervisory experience required.

Job Knowledge:

Experience in housekeeping activities and use of supplies preferred.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



## Housekeeping COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrate infection control procedures used while cleaning a resident's room.				
Show safety and special precautions when using hazardous materials from your housekeeping cart.				
Explain what the MSDS manual is for, where located, and how to use personal protective equipment.				
Explain how often gloves need to be changed when cleaning rooms.				
Demonstrate how to pick up and dispose of infectious waste.				
Explain the difference between general cleaning and deep cleaning.				
What special precautions do you use when cleaning an isolation room.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Lead Housekeeper

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- Ments	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of the assigned resident units, the assisted living center, the skilled nursing facility and the community center.				
Is responsible for the care of all equipment on the housekeeping cart. Ensures that equipment is properly maintained and serviced on a regular, preventative maintenance program.				
Checks all equipment back into appropriate storage area after each day. Is responsible for the security of that equipment.				
Acts as the liaison between the housekeeping staff and the residents in the event of a conflict.				
Inspects the independent units, the assisted living center, the skilled nursing facility and the community center on a regular basis. Provides appropriate feedback and reports status to supervisor.				
Coordinates the staffing ratio to ensure full coverage of shifts and appropriate level of service.				
Maintains good public relations with residents.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Maintains an adequate inventory of supplies and orders from vendors with approval from supervisor.				
Has a basic knowledge of chemical usage.				
Is responsible for a quality assurance program which ensures consistent high standards of performance from staff and high standards of cleanliness for the facility.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

**CORPORATE COMPLIANCE**

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
HOUSEKEEPER  
11-84  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Housekeeping

EFFECTIVE DATE: January 1, 1993

REVISION DATE: November 5, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Housekeeper is responsible for cleaning the skilled nursing facility, and all common areas of the facility. This position is responsible for providing the highest standards of cleanliness and quality on the facility.

II. JOB RELATIONSHIPS

Responsible to: Housekeeping/Laundry Supervisor

Workers supervised: None.

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

A. Provides daily cleaning of assigned resident units, and common areas within the facility.

Responsibilities include some of the following tasks:

1. Mops floor with germicidal solution.
2. Dust mops floor with treated dust mop.
3. Removes trash.

4. Dust furniture and fixtures. Dusts mini-blinds and horizontal dusting.
  5. Cleans bathrooms (shower walls, tub, commode, vanity area, mirrors, etc.).
  6. Cleans windows and window tracks.
  7. Vacuums floors and edges.
  8. Other areas as deemed necessary.
- B. Responsible for the care of all equipment on the Housekeeping cart.
  - C. Maintains good public relations with residents.
  - D. Stocks housekeeping cart at end of shift.
  - E. Has a basic understanding of infection control.
  - F. Has a basic knowledge of chemical usage.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes

Possesses the ability to work with other departments within the facility.

Temperaments

Is able to work with staff and residents in a friendly/service oriented manner, to communicate with all departments, to work within time restraints, and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school education or vocational training preferred.

Training and Experience:

Experience in housekeeping activities; use and maintenance of equipment.

Job Knowledge:

Experience in housekeeping activities and use of supplies preferred.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 11/5/04  
Human Resources



## Housekeeping/Floor Technician

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrate infection control procedures used while cleaning a resident's room.				
Show safety and special precautions when using hazardous materials from your housekeeping cart.				
Explain what the MSDS manual is for, where located, and how to use personal protective equipment.				
Explain how often gloves need to be changed when cleaning rooms.				
Demonstrate how to pick up and dispose of infectious waste.				
Explain the difference between general cleaning and deep cleaning.				
What special precautions do you use when cleaning an isolation room.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Housekeeper

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of assigned resident units, and common areas within the facility.				
Responsible for the care of all equipment on the Housekeeping cart.				
Maintains good public relations with residents.				
Stocks housekeeping cart at end of shift.				
Has a basic understanding of infection control.				
Has a basic knowledge of chemical usage.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
LAUNDRY WORKER  
11-86  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Laundry  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 5, 2004

Exempt        \_\_\_\_\_        Non-exempt          X  

I.    JOB SUMMARY

The Laundry Worker is responsible for operating laundry equipment, maintaining the physical cleanliness of the laundry, and launders residents' linens, blankets, towels, personal clothing, etc. This position sorts, folds and distributes linens and follows proper infection control procedures. Performs other duties as directed.

II.   JOB RELATIONSHIPS

Responsible to:            Housekeeping/Laundry Supervisor

Workers Supervised:      None.

Interrelationships:        All staff within the facility, vendors, residents, and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Disinfects soiled linen containers and guarantees that their lids are on at all times.
- B.    Treats stained articles with stain removing agents as instructed.
- C.    Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.
- D.    Folds and distributes clean linens.

- E. Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.
- F. Assists with department cleaning.
- G. Maintains an accurate inventory of personal linens so as to reduce loss.
- H. Participates in quarterly laundry inventory audit.
- I. Separates soiled linens from clean linens and maintains proper storage of each.
- J. Has a basic understanding of infection control.
- K. Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.
- L. Reports linen needs to supervisor or lead housekeeper.
- M. Has an understanding of chemical usage.
- N. Keeps records of processed laundry.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.



IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work with other departments within the facility, to follow written and verbal instructions, and to maintain regular work hours and complete tasks within designated time frames.

Temperaments:

Is able to communicate with all departments, to work within time restraints and to work alone, often without close supervision.

V. QUALIFICATIONS

Education:

High school graduate.

Training and Experience:

Experience in laundry activities and use of laundry supplies and equipment.

Job Knowledge:

Experience in laundry activities and use of laundry supplies and equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 11/5/2004

Human Resources



## Laundry Worker COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates operating skills for the washers and dryers.				
Demonstrates safe use of hazardous and biohazardous materials, including use of personnel protective equipment, and use of MSDSs.				
Demonstrates use of proper body mechanics when loading/unloading washers and dryers.				
Demonstrates infection control procedures for cleaning linen barrels, storage of dirty and clean linen.				
Demonstrates the cleaning and general maintenance required on the washers and dryers.				
Demonstrates how to deliver clean linen to nursing areas and properly fold and store.				

Signature: \_\_\_\_\_

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

Reviewers Signature: \_\_\_\_\_

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

2-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Laundry Worker DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Disinfects soiled linen containers and guarantees that their lids are on at all times.				
Treats stained articles with stain removing agents as instructed.				
Operates washers and dryers using established formulas and follows instructions for operation of machines. Washes according to special procedures to prevent contamination and spread of disease.				
Folds and distributes clean linens.				
Cleans and maintains washing and drying equipment. Requisitions supplies and equipment for use in laundry.				
Assists with department cleaning.				
Maintains an accurate inventory of personal linens so as to reduce loss.				
Participates in quarterly laundry inventory audit.				
Separates soiled linens from clean linens and maintains proper storage of each.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Has a basic understanding of infection control.				
Inspects linens for wear and tear disposing of or setting aside for repair of damaged linen.				
Reports linen needs to supervisor or lead housekeeper.				
Has an understanding of chemical usage.				
Keeps records of processed laundry.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
FLOOR PERSON  
11-68  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Housekeeping  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt   X

I. JOB SUMMARY

The Janitor is responsible for maintaining the physical attractiveness of the facility by providing thorough cleaning services to the facility and all common areas.

II. JOB RELATIONSHIPS

Responsible to: Housekeeping/Laundry Supervisor

Workers Supervised: None

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Provides daily cleaning of hallways, using treated dust mop and wet mops with germicidal solution.
- B. Buffs, strips, and waxes floor according to a maintenance schedule.
- C. Changes mop heads daily, or as required.
- D. Cleans carpeting and rugs, by vacuuming and shampooing.
- E. Cleans walls, windows, doors and ceilings; vacuums and/or washes air conditioning registers.
- F. Picks up trash throughout the campus.

- G. Performs scheduled cleaning tasks as outlined in a daily, weekly, monthly bi-annual and annual preventive maintenance schedule.
- H. Cleans all light fixtures and skylights.
- I. Washes windows as required.
- J. Follows guidelines on equipment maintenance and routine preventative maintenance.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school education or equivalent G.E.D.

Training and Experience:

Some janitorial or housekeeping experience is preferred.

Job Knowledge:

Understanding of general housekeeping duties and responsibilities.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Floor Person DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Provides daily cleaning of hallways, using treated dust mop and wet mops with germicidal solution.				
Bufs, strips, and waxes floor according to a maintenance schedule.				
Changes mop heads daily, or as required.				
Cleans carpeting and rugs, by vacuuming and shampooing.				
Cleans walls, windows, doors and ceilings; vacuums and/or washes air conditioning registers.				
Picks up trash throughout the campus.				
Performs scheduled cleaning tasks as outlined in a daily, weekly, monthly bi-annual and annual preventive maintenance schedule.				
Cleans all light fixtures and skylights.				
Washes windows as required.				
Follows guidelines on equipment maintenance and routine preventative maintenance.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_ EXCEEDS    \_\_\_\_ MEETS    \_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MAINTENANCE SUPERVISOR  
11-64  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Maintenance

EFFECTIVE DATE: January 1, 1993

REVISION DATE: April 26, 2004

Exempt                    \_\_\_\_\_                    Non-exempt                      X

I.     JOB SUMMARY

The Maintenance Supervisor performs and oversees the general maintenance and repairs of the facility including heating/cooling systems, water, gas, electrical, and mechanical systems. He/She is responsible for the general appearance and condition of the exterior of the building and grounds and for maintaining compliance with state and federal regulations relating to the physical plant and safety requirements. This position is also responsible for the hiring, training, employment decisions, supervision and coordination of the maintenance and grounds for the facility. He/She assists in the development and implementation of operating capital equipment budgets and maintains the facility in an aesthetic and well operating manner.

II.    JOB RELATIONSHIPS

Responsible to:             Administrator

Workers supervised:       Maintenance staff

Interrelationships:         All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Implements and is responsible for maintenance and preventative maintenance programs for systems including, but not limited to heating/cooling, water, gas, electrical, and mechanical systems.
- B.    Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.
- C.    Is responsible for the day-to-day supervision and direction of maintenance department. This includes the setting of priorities, goals,

project completion, and maintenance logs for all repairs and replacements at the facility.

- D. Oversees all contracted grounds work.
- E. Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.
- F. Purchases all non-capital items required for general maintenance of building and grounds.
- G. Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.
- H. Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.
- I. Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.
- J. Participates in rotation of on-call maintenance coverage for the facility.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to understand blue prints, be mechanically inclined, manually dexterous and capable of solving problems with the Maintenance Department. The Maintenance Supervisor must also contain the ability to supervise employees within the constraints of Eskaton policy and California law.

Temperament:

Possesses the ability to maintain a positive and stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

High school graduate or graduate of a technical or vocational school.

Training and Experience:

Three years experience with progressive responsibility in maintenance, refurbishment, and power plant work. Supervisory experience.

Job Knowledge:

Must have a knowledge of boilers, compressors, motors and allied machinery, as well as the various electrical, mechanical, and plumbing systems. Is able to read and interpret blue prints and technical manuals and possesses a knowledge of supplies and equipment used, and the care of this equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 4/26/04

Human Resources

**Maintenance Supervisor**

## COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates knowledge and use of the Preventative Maintenance program.				
Demonstrates knowledge of EOC state/federal compliance codes that impact the facility.				
Demonstrates ability to start-up, operate under load, and shut down emergency generator.				
Demonstrates knowledge of the facility's electrical systems.				
Demonstrates ability to activate/deactivate alarm system.				
Explain the hazardous and biohazardous materials program.				
Demonstrates ability to trouble-shoot major malfunctions in electrical, plumbing, and HVAC systems and contract for vendor repairs and service.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

2-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MAINTENANCE SUPERVISOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Implements and is responsible for maintenance and preventative maintenance programs for systems, including, but not limited to, heating/cooling, water, gas, electrical, and mechanical systems.				
Is responsible for compliance with the requirements of Title XXII and Title XXIV, California Administrative Code, Division 5, Section 3, OSPOD, JCAHO, and the office of the State Fire Marshall.				
Is responsible for the day-to-day supervision and direction of the maintenance department. This includes the setting of priorities, goals, project completion, and maintenance logs for all repairs and replacements at the facility.				
Oversees all contracted grounds work.				
Consults with the Administrator regarding facility and grounds repair needs and priorities for completion.				
Purchases all non-capital items required for general maintenance of building and grounds.				
Is responsible for trouble-shooting major malfunctions in the plumbing, electrical, and heating/cooling systems. Coordinates with outside companies for equipment or expertise as needed.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for refurbishing building needs such as painting, papering, trimwork, and flooring repair/replacement.				
Responsible for execution and completion of required quality assurance system for productivity and JCAHO related measurement/intervention.				
Participates in rotation of on-call maintenance coverage for the facility.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

Employee Name

\_\_\_\_\_  
Administration Signature

Employee Signature

\_\_\_\_\_  
Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MAINTENANCE ASSISTANT  
11-45  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Maintenance

EFFECTIVE DATE: January 1, 1992

REVISION DATE: April 26, 2004

Exempt        \_\_\_\_\_        Non-exempt          X

I.    JOB SUMMARY

The Maintenance Assistant is responsible for the maintenance and repairs of minor electrical, plumbing, and mechanical equipment. Responsibilities also include trouble-shooting heating and air-conditioning malfunctions, minor remodeling and carpentry work. Maintains a high degree of interpersonal skills with residents and vendors.

II.   JOB RELATIONSHIPS

Responsible to:            Maintenance Supervisor

Workers supervised:      None.

Interrelationships:        All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

- A.    Performs various tasks associated with the maintenance and repair of the facility.
- B.    Plumbing: Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.

- C. Electrical: Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur. Monitors and replaces lights, fixtures, and associated electrical appliances as needed.
- D. Carpentry: Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.
- E. General Maintenance: Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.
- F. Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.
- G. Accepts incoming freight and notifies respective departments of merchandise arrivals.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust



to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperament:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Possesses the ability to maintain a high level of performance in an environment of frequent demands and constant interruptions.

V. QUALIFICATION

Education:

High school graduate or equivalent G.E.D. Graduation from trade school related to electrical, plumbing, and carpentry skills or completion of a recognized OJT training program in those areas, preferred.

Training and Experience:

A minimum of two years general maintenance experience with emphasis upon electrical, plumbing and carpentry.

Job Knowledge:

Practical knowledge of plumbing systems, electrical concepts and construction knowledge in compressors, water systems and various tools and equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources

## Maintenance Assistant

### COMPETENCY CHECKLIST

<b>Facility:</b> _____ <b>Employee:</b> _____ <b>Date of Hire:</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	<b>Yes</b>	<b>No</b>		
Demonstrates knowledge and implementation of the Preventive Maintenance program.				
Demonstrates how to use the MSDS manual.				
Demonstrates use of personal protective equipment.				
Demonstrate safety and knowledge when working with electrical tools and equipment, main panels, and shut offs.				
Demonstrates working knowledge and safety of tools used in daily operations.				
Demonstrates completion of a work order.				
Demonstrates all major utility shut off valves (gas, water, O2).				
Demonstrates knowledge of fire and disaster department responsibilities.				

**Signature:** \_\_\_\_\_

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

**Reviewers Signature:** \_\_\_\_\_

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

02-28-02

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Maintenance Assistant

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Performs various tasks associated with the maintenance and repair of the facility.				
<u>Plumbing</u> : Installs, repairs and maintains piping, fittings and fixtures involved in the distribution and use of water and gas throughout the facility.				
<u>Electrical</u> : Operates and makes minor repairs in the existing electrical systems throughout the facility, including the installation of junction boxes, receptacles and switches. Replaces motors, belts, pulleys and micro switches, either upon failure or as trouble shooting malfunctions occur. Monitors and replaces lights, fixtures, and associated electrical appliances as needed.				
<u>Carpentry</u> : Standard wood-working skills, performs finish work to include cabinetry, painting and minor repairs.				
<u>General Maintenance</u> : Repairs and services sprinkler systems to include sprinkler valves, PVC piping, and outside water and control valves. Performs minor concrete repairs to sidewalks and patios. Maintains outside lighting systems of the facility which includes parking lots, and refuse areas.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible to maintain all maintenance tools and equipment in a working and orderly fashion.				
Accepts incoming freight and notifies respective departments of merchandise arrivals.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

**CORPORATE COMPLIANCE**

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_

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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If “Yes”, have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

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Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
DIRECTOR OF FOOD AND NUTRITION SERVICES  
ESKATON CARE CENTER

JOB TITLE CODE: 05  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: DIETARY MANAGER

Exempt          X          Non-exempt      \_\_\_\_\_

I. JOB SUMMARY

The Director of Food and Nutrition Services is responsible for the overall operation of the Food and Nutrition Department. The position oversees the coordination of the Food and Nutrition staff, the maintenance of the Food and Nutrition budget, ensure the Food and Nutrition and nutritional excellence for residents and provides Food and Nutrition consultation for the community.

II. JOB RELATIONSHIPS

Responsible to: Executive Director  
Workers supervised: Food and Nutrition Staff and Assistant Food and Nutrition Manager  
Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Works with the Assistant Food and Nutrition Manager and the Quality and Compliance Consultants to ensure compliance with Title XXII regulations with the health department and county health standards.
- B. Ensures that an appropriate menu cycle is designed and implemented for the community and makes appropriate adjustments when necessary.
- C. Directs the preparation of food according to the production sheets, recipes, census, and patient Food and Nutrition needs.
- D. Orders, stocks, and maintains an appropriate inventory of Food and Nutrition items.

- E. Oversees special catering events.
- F. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition Department.
- G. Addresses patient concerns as received from the Resident Council or individual patients.
- H. Assesses each resident's Food and Nutrition need and creates care plans in conjunction with the RAI Process/ IDT.
- I. Familiar with Disaster Plan.
- J. Makes resident visitations. Provides nutritional screening for each resident and participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- K. Develops, writes and post Food and Nutrition work and cleaning schedules.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policies is a condition of employment with Eskaton.
- B. Agrees to promote compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Responsible for hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.

- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of QAPI (Quality Assurance Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Executive Director.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Has the ability to direct and supervise staff, and to organize and direct work in order to achieve a high level of performance, efficiency, and professionalism in the Food and Nutrition Department. Ability to Coordinate the activities of the department with other departments in a mutually cooperative atmosphere. Must have technical adeptness, sound judgment and comprehensive knowledge of Food and Nutrition Services.

##### Temperament:

Possesses the ability to work effectively in order to meet deadlines, and to maintain a goal orientated attitude and direction during operational and administrative change. Due to the diversity and complexity of the position, the Food and Nutrition Manager must have a cooperative, flexible attitude in an environment of frequent interruptions.

V. QUALIFICATIONS

Education:

AA degree in Food Service Management; Certified Food and Nutrition Manager and Serv Safe certifications required.

Training and Experience:

Minimum three to five years experience overseeing a Skilled Nursing Food and Nutrition Department.

Job Knowledge:

Must have working knowledge of food service preparation principles, sanitation and safety standards for institutional kitchens. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition Department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/1/03  
Human Resources



## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Supervises staff appropriately by: Hiring; Training; Scheduling; Monitoring performance; Correction and discipline				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: Palatable; Attractive; Safe; Prepared according to menu; Served timely				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvements and recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p> <p>Position Reviewed:                      <input type="checkbox"/> Food and Nutrition Manager                      <input type="checkbox"/> Assistant Food and Nutrition Manager</p>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
ASSISTANT FOOD AND NUTRITION MANAGER  
ESKATON CARE CENTER

JOB TITLE CODE: 12  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: ASSISTANT DIETARY MANAGER

Exempt        \_\_\_\_\_        Non-exempt          X

I. JOB SUMMARY

The Assistant Food and Nutrition Manager helps oversee the community Food and Nutrition program from daily preparation of quality nutritious meals to monitoring of individual resident nutritional needs.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager

Workers supervised: Food and Nutrition Staff

Interrelationships: Must work closely with the administrative staff of the community, residents, families, visitors and vendors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Provides assessment of the Food and Nutrition department in order to outline the community needs and establish priorities.
- B. Directly supervises the Food and Nutrition employees.
- C. Orients all new employees which includes; on-the-job training, adherence to policies and procedures, as well as applicable regulations.
- D. Carries out the approved menu cycle, making the proper adjustments when necessary.
- E. Orders supplies, maintains an appropriate inventory and ensures proper storage of foods and kitchen supplies.
- F. Makes resident visitations. Provides nutritional screening for each resident, participates in the weekly resident care planning and case management meetings with the appropriate nursing staff.
- G. Maintains standards of safety, sanitation and cleanliness in the Food and Nutrition department.

- H. Assists the Food and Nutrition Manager in designing, developing, and implementing Eskaton's policies and procedures, preventive maintenance programs and budgetary guidelines for the department.
- I. Provides quality assurance audits to ensure accuracy, quality and consistency.
- J. Reviews diet orders in charts, audits monthly computer print-out, and maintains tray ticket system.
- K. Provides appropriate supervision to staff in accordance with the community's prime values and established mission statement.
- L. Facilitates on-site Food and Nutrition in-services to residents. Attends and participates in appropriate in-service meetings.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.



- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears required uniform and follows dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no direct supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperament:

Ability to maintain a positive stable disposition in performing work and in association with staff and residents. Ability to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Requires a High School diploma or equivalent and be working toward completion of Food and Nutrition Supervisor/Manager program specific to California. Serv Safe Certified.

Training and Experience:

Prefer one to two years experience in a food service operation.

Job knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Knowledge of state, federal and county health food service regulations. Must be competent in care planning with regard to Food and Nutrition needs of residents and therapeutic nutrition. Must have knowledge and ability to operate all kitchen equipment and utensils safely, effectively, and efficiently. Must possess a knowledge of quality assurance standards within a Food and Nutrition department. Has the ability to organize, prioritize and supervise a staff and work with frequent interruptions and time lines. Possesses excellent verbal and written communication skills and mathematical skills for record keeping and proper ordering of food and supplies.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE

APPROVED: \_\_\_\_\_  
Administration

DATE

AUTHOR: Terrie Beck  
Human Resources

DATE: 5/1/04

## Food and Nutrition Manager/ Assistant Food and Nutrition Manager COMPETENCY CHECKLIST

Facility _____ Employee _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Supervises staff appropriately by: <ul style="list-style-type: none"> <li>- Hiring</li> <li>- Training</li> <li>- Scheduling</li> <li>- Monitoring performance</li> <li>- Correction and discipline</li> </ul>				
Works collaboratively with the dietitian, and follows-up on dietitian's recommendations.				
Meets budgets for: Labor and Supplies.				
Maintains adequate supply inventories.				
Makes sure the Food and Nutrition Department meets adequate standards for: Safety and Sanitation				
Assures meals/foods are: <ul style="list-style-type: none"> <li>- Palatable</li> <li>- Attractive</li> <li>- Safe</li> <li>- Prepared according to menu</li> <li>- Served timely</li> </ul>				
Assesses and documents residents' nutritional needs, and screens residents for the dietitian's assessment.				
Completes QA, CQI, and EQIP studies and reports timely and accurately.				
Implements quality improvement recommendations.				
Interacts appropriately with: Other department heads; Facility staff; Residents; Residents' families and friends.				
<p><b>Note:</b> Select those competencies from the Food and Nutrition Manager competency checklist for which the Assistant Food and Nutrition Manager is responsible, and evaluate. For those competencies which are not the responsibility of the Assistant Food and Nutrition Manager, mark N/A in the criteria column.</p> <p><u>Position Reviewed:</u></p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Food and Nutrition Manager</span> <span><input type="checkbox"/> Assistant Food and Nutrition Manager</span> </div>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ESKATON  
COOK

JOB TITLE CODE: 88  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: June 24, 2013

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) COOK

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Cook is responsible for the preparation and serving of meals for the residents, for cooking a variety of foods that ensure the highest quality and resident satisfaction, maintains cleanliness of food services area. supervises the kitchen staff in the absence of Manager or Lead Cook.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager

Workers supervised: Food and Nutrition Workers in the absence of Food and Nutrition Manager or Lead Cook

Interrelationships: All staff within the community, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for all kitchen activities in the absence of the Food and Nutrition Manager/Lead Cook.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.

- E. Practices and applies portion control during preparation and service of all diets.
- F. Performs cleaning and maintenance of kitchen community and equipment according to schedules, and procedures. Maintains logs.
- G. Communicates and changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines established by the community with emphasis on the use of proper body mechanics and safe work practices.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduate or GED.

Training and Experience:

Must have one to two years recent experience as a cook.  
Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

Other:

All staff, except wait staff and dishwasher positions, must be at least 18 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



## Cook/Cook Assistant

### COMPETENCY CHECKLIST

Community: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Food and Nutrition Department in absence of Food and Nutrition Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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



ESKATON  
DIETARY AIDE  
ESKATON CARE CENTERS

JOB TITLE CODE: 85  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: October 1, 1994  
REVISION DATE: August 16, 2017

Replaces JOB DESCRIPTION: CARE CENTER FOOD SERVICE WORKER

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X \_\_\_\_\_

I. JOB SUMMARY

The Dietary Aide is responsible for the clean up of the meal period for which he/she is responsible. The Dietary Aide is also responsible for providing service in a friendly and congenial manner.

II. JOB RELATIONSHIPS

Responsible To: Food and Nutrition Manager

Workers supervised: None

Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

General

- A. Set-up trays with proper dishes, glasses, cups and eating utensils for meals to be served including correct assistive feeding devices as indicated on the tray card
- B. Prepare hot and cold foods and beverages for residents' meals as assigned by the Cook or Food and Nutrition Manager, following recipes and posted menus, for regular, modified and therapeutic diets
- C. Serve Food for meal delivery:
  - 1. Read tray card. Check carefully for allergies, food likes/dislikes, specific instructions
  - 2. Place on tray
    - Correct type and amount of beverages

- Correct type of food and texture as ordered by the diet with attention to serving modified and therapeutic diets
- Correct portion control
- Add correct condiments, i.e., salt, pepper, sugar, butter, etc.
- Special requested items

3. Recheck items on tray with tray card to insure resident receives correct diet

- D. Ensures resident satisfaction regarding meals through quality, quantity and presentation.
- E. Observes and practices all department safety and sanitation standards.
- F. Sets up, stocks and breaks down cold and non food items for meal service.
- G. Washes dishes in accordance with ware washing policy.
- H. Conducts tray line operations at meal times.
- I. Stocks silverware and condiment holders.
- J. Delivers food tray carts to specified locations at specified times.
- K. Prepares snacks and nourishments and delivers according to schedule. Receives and stocks food deliveries utilizing proper labeling, dating, rotation and FIFO concepts..
- L. Completes cleaning assignments in the Food and Nutrition Services areas using proper chemicals, equipment and procedures.
- M. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D. Food Handlers Certification must be obtained/maintained within 30 days of employment.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.

Job Knowledge:

Has the ability to read and to follow written as well as verbal instructions and to sort food tray cards. Knowledge of food serving and dish washing sanitary procedures and safety standards in working with cleaning chemicals.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



## Dietary Aide

### COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares assigned foods in a palatable and attractive manner.				
Completes assigned meal service duties (tray line) in a timely and accurate manner.				
Uses safe food handling techniques (i.e., dating, labeling, food held at appropriate temps).				
Demonstrates good personal hygiene (i.e., hand washing, hair covering, clean uniforms).				
Keeps work area clean.				
Follows correct ware washing techniques.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

ESKATON  
DISHWASHER

JOB TITLE CODE : 69  
DEPARTMENT: Food and Nutrition Services  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: August 16, 2017

REPLACES JOB DESCRIPTION: (COMMUNITY SPECIFIC) DISHWASHER

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The dishwasher is responsible for assisting with the set-up and break down of the buffet tables and wait stations. The dishwasher is also responsible for washing dishes, utensils, pots and pans and for maintaining the kitchen area in a clean and orderly fashion. The dishwasher will also assist in putting away deliveries as assigned by the supervisor.

II. JOB RELATIONSHIPS

Responsible to: Food and Nutrition Manager (primary)  
Lead Cook

Workers Supervised: None

Interrelationships: Food and Nutrition Manager, administrative staff,  
coworkers, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Assists in the set up and break down meals.
- B. Washes dishes IAW ware washing policy. Maintains dish machine and sanitization logs.
- C. Assists Lead Cook in assigned tasks as directed
- D. Maintains the cleanliness of the department IAW posted cleaning schedule.
- F. Reports damage or problems to Supervisor/Maintenance.

- G. Keeps supervisor/manager informed of questions, reactions, comments or problems that may arise.
- H. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

IV. WORK TRAITS

Aptitudes:

Has the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or equivalent G.E.D., preferred.

Training and Experience:

Previous experience working in a restaurant or food service establishment preferred.



Job Knowledge:

Understands the philosophy of quality customer service and customer satisfaction.

Other:

All staff, except wait staff and dishwasher positions, must be at least 15 years of age. All employees will have a health screening, TB and criminal records clearance prior to presence in the community.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/2/01  
Human Resources

ESKATON  
PREP COOK  
ESKATON

DEPARTMENT: Food Services

EFFECTIVE DATE: June 24, 2013

REVISION DATE: December 5, 2013

REPLACES JOB DESCRIPTION: COOK ASSISTANT

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Prep Cook is responsible for the preparation of a variety of foods and ingredients to ensure the highest quality and resident satisfaction, maintains cleanliness of food services area.

II. JOB RELATIONSHIPS

Responsible to: Food Services Director/Dietary Manager(Primary)  
Assistant Manager/Lead Cook(Secondary)

Workers supervised: None

Interrelationships: All staff within the facility, vendors and residents

III. ESSENTIAL JOB FUNCTIONS

- A. Applies sanitation and safety techniques while working.
- B. Responsible for preparation and production of ingredients and menu items as assigned.
- C. Prepares, cooks meals according to menus and recipes and adheres to all diets.
- D. Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.
- E. Practices and applies portion control during preparation and service of all diets.

- F. Performs cleaning and maintenance of kitchen facility and equipment according to schedules, and procedures, maintains logs.
- G. Communicates any changes or substitutions on daily menus to supervisor.
- H. Ensures proper labeling, dating and rotation of foods in all storage areas.
- I. Works in accordance with safety guidelines.
- J. Familiar with food service disaster plan.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Successful completion of all compliance training is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines. Practices proper body mechanics and safe work practices (i.e., lifting); wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows required dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little supervision, to adjust to changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

## V. QUALIFICATIONS

Education:

High school graduate or GED.

Training and Experience:

Previous Food Service Experience Preferred.

Serve Safe Certification.

Job Knowledge:

Must have knowledge of safe food handling and preparation. Must have knowledge of good practices to avoid waste and misuse. Must have the ability to present foods in an attractive and palatable manner and to test quality of food by taste and smell. Must have a broad knowledge of breakfast, lunch and dinner entree preparation. Must have a broad knowledge of scratch soups, sauces/gravies, starches and vegetables.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 5/12/03  
Human Resources



## Cook/Prep Cook COMPETENCY CHECKLIST

Facility: _____ Employee: _____ Date of Hire: _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Follows recipes and production guides.				
Prepares palatable and attractive meals.				
Serves meals timely, accurately, and at appropriate temperatures.				
Uses safe food handling techniques.				
Demonstrates good personal hygiene (i.e., handwashing, hair-covering, clean uniforms.)				
Keeps work area clean.				
Supervises Dietary Department in absence of Dietary Managers.				

Signature: \_\_\_\_\_

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

Reviewer's Signature: \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Cook DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Applies sanitation and safety techniques while working.				
Responsible for all kitchen activities in the absence of the Food Service Director.				
Prepares, cooks and services general and special therapeutic diet meals for residents.				
Measures and mixes food ingredients according to recipes and menus, preparing all types of food according to accepted food production methods and regulatory requirements.				
Practices portion control while serving and/or supervising kitchen helpers in the service of diets.				
Cleans cooking utensils used in cooking, food preparation equipment and areas according to schedules and prescribed methods.				
Makes appropriate notations of food exchanges on daily menus.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Ensures proper rotation of foodstuffs in all storage areas.				
Works in accordance with safety guidelines established by the facility with emphasis on the use of proper body mechanics and safe work practices.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
DIRECTOR OF STAFF DEVELOPMENT  
11-20  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: November 13, 2015

Exempt        \_\_\_\_\_        Non-exempt          X  

I.    JOB SUMMARY

The Director of Staff Development conducts, coordinates, and administers training for nursing and facility staff in the form of orientations, in-service training, and pre-certification training as indicated. This position keeps abreast of regulations pertaining to state and federal requirements and conducts and coordinates the nursing preceptor program. He/She also provides topical and current in-service educational programs, maintains all records related to education and training in the facility, and possesses the role of Infection Control Preventionist.

II.   JOB RELATIONSHIPS

Responsible to:            Executive Director

Workers supervised:      No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships:        All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS

Orientation

- A.    Coordinates nursing orientation for all SNF nursing staff/support staff.
- B.    Coordinates the nursing preceptor program.
- C.    Initiates and implements instructional programs for all staff.
- D.    Maintains record-keeping requirements as required by Title XXII and federal regulations.
- E.    Is the primary lead person in the interview/selection panel process for the facility.

### In-service Education

- A. Maintains in-service attendance records for all staff as required.
- B. Coordinates Body Mechanics classes for all new employees of the facility. Ensures that each staff member is re-certified on an annual basis.

### Infection Control

- A. Acts as the Infection Control Preventionist responsible for coordinating the infection control program at the facility which includes surveillance, monitoring and follow-up of residents and employees.
- B. Coordinates the Hepatitis B program.

### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance Program. Ensures that program goals and objectives meet the facility's standards of excellence and meets compliance with state and federal regulations.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

## IV. WORKER TRAITS

### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to one year of experience planning, implementing and evaluating educational programs in nursing. One year recent supervisory experience.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/04

Human Resources



ESKATON  
WEEKEND CLINICAL SUPERVISOR  
11-\_\_  
ESKATON CARE CENTER MANZANITA

DEPARTMENT:           Nursing

EFFECTIVE DATE:

REVISION DATE:        May 28, 2004

Exempt           \_\_\_\_\_                   Non-exempt           \_\_X

I.    JOB SUMMARY

The Weekend Clinical Supervisor is responsible for planning, intervention, supervision and evaluation of patient care to assure compliance with acceptable standards of care for the facility. This position works with nursing and other facility staff to ensure quality care for all residents. Collaborates and supports the admissions and the movement of resident within the facility based on required level of care.

II.   JOB RELATIONSHIPS

Responsible to:           Director of Nursing

Workers supervised:      Nursing staff

Interrelationships:       This position interacts with the Director of Nursing and nursing staff, has contact with the Administrator, department heads, corporate consultants, physicians, residents and families, and other facility personnel, as necessary.

III.   ESSENTIAL JOB FUNCTIONS:

General

- A.    Acts as the gatekeeper for the facility and is accountable for the coordination of facility services for quality resident care.
- B.    Evaluates admissions with on-call weekend admissions staff to assure proper utilization and appropriate placement.
- C.    Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.

- D. Maintains staff adherence to nursing policies and procedures.
- E. Assumes ultimate accountability for coordination of nursing services in the facility. Responsible (in coordination with Staffing Coordinator) for ensuring adequate staffing. Participates in the ongoing evaluation of nursing staff.
- F. Conducts daily rounds and is appraised of any changes in condition.
- G. Provides supervision of patient care to include first level monitoring responsibility for significant changes in resident clinical condition, which includes the review of daily reports, incidents, etc.
- H. Provides crisis intervention backup for unit charge nurses in dealing with resident complaints and family concerns, as it relates to quality of care, levels of care, bed utilization and discharge planning.
- I. Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Administrator.
- J. Keeps Director of Nursing informed of all situations, which may have an adverse impact on resident welfare.
- K. Assists in identifying any potential training needs of staff and communicates them to the appropriate supervisor or the Administrator.
- L. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- M. Participates in the orienting, coaching, counseling, and evaluating for the department.
- N. Performs other duties and assignments deemed appropriate by the administrator.

#### Leadership/Management Skills

- A. Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.

- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.

- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A graduate of an accredited school of professional nursing and a valid California RN license; current CPR certification and IV certification.

Training and Experience:

Requires a minimum of two years nursing supervisory experience in acute, geriatric, rehabilitation or psychiatric nursing.

Knowledge and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and interpersonal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE:

APPROVED: \_\_\_\_\_

DATE:

Administration

AUTHOR: \_\_\_\_\_

DATE: 5/28/04

*Terrie Beck*  
Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee</b> _____ <b>Date Of Hire</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates: – Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of: – Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment – Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt: – Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management – Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management – Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

\_\_\_\_\_  
**Signature of Evaluator(s)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Licensed Nurse**

\_\_\_\_\_  
**Date**



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_

DATE HIRED: \_\_\_\_\_

PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: Weekend Clinical Supervisor

DATE OF LAST EVALUATION: \_\_\_\_\_

DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Acts as the gatekeeper for the facility and is accountable for the coordination of facility services for quality resident care.				
Evaluates admissions with on-call weekend admissions staff to ensure proper utilization and appropriate placement.				
Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.				
Maintains staff adherence to nursing policies and procedures.				
Assumes ultimate accountability for coordination of nursing services in the facility. Responsible (in coordination with Staffing Coordinator) for ensuring adequate staffing. Participates in the ongoing evaluation of nursing staff.				
Conducts daily rounds and is appraised of any changes in condition.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Provides supervision of patient care to include first level monitoring responsibility for significant changes in resident clinical condition, which includes the review of daily reports, incidents, etc.				
Provides crisis intervention backup for unit charge nurses in dealing with resident complaints and family concerns, as it relates to quality of care, levels of care, bed utilization and discharge planning.				
Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Administrator.				
Keeps Director of Nursing informed of all situations, which may have an adverse impact on resident welfare.				
Assists in identifying any potential training needs of staff and communicates them to the appropriate supervisor or the administrator.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Participates in the orientating, coaching, counseling, evaluating for the department.				
Performs other duties and assignments as deemed appropriate by the administrator.				
Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.				
Conducts employee performance appraisals in a timely and thorough manner.				
Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.				
Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.				
Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.				
Attends, participates and facilitates appropriate in-service and other educational or management meetings.				
Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).				
Demonstrates the ability to complete job objectives in a timely manner.				
Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.				
Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Performs other duties and assignments deemed appropriate by the Administrator.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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Supervisor Signature

Employee Name

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Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.



ESKATON  
MDS COORDINATOR (LVN)  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I.     JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Nurses

Workers supervised:                None

Interrelationships:                 All staff within the facility, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS:

- A.     Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B.     Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C.     Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions..
- D.     Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E.     Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California vocational nurse license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (LVN)  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions..
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.



- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California vocational nurse license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
MDS COORDINATOR (RN)  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Administration

EFFECTIVE DATE: October 1, 1996

REVISION DATE: August 2, 2010

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Resident Assessment Coordinator maintains and coordinates the resident assessment instrument process and assures timely completion of the process in accordance with Title 22 and OBRA regulations.

II. JOB RELATIONSHIPS

Responsible to: Director of Nurses

Workers supervised: None

Interrelationships: All staff within the facility, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

- A. Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.
- B. Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.
- C. Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.
- D. Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder, and Restraint) and related documentation.
- E. Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.

- F. Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.
- G. Develops and assists in the achievement of short-term and long-term goals for total resident care and management.
- H. Uses assessment tools to evaluate and implement a comprehensive plan of care.
- I. Interprets diagnostic data and incorporates it into the current plan of care.
- J. Utilizes clinical expertise to anticipate and respond to potential resident care problems.
- K. Facilitates resident care conferences and provides appropriate documentation.
- L. Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.
- M. Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.

#### Documentation

- A. Submits written documentation which consistently meets guidelines within the time frames established by the facility.
- B. Follows documentation procedures as required by RAI, Title XXII, and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.
- C. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.

- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from an accredited nursing program. Valid California registered nursing license.

##### Training and Experience:

Two years recent skilled nursing experience and one year working with the RAI preferred. Recent training and education in dementia care.

##### Knowledge and Abilities:

Possesses an in-depth knowledge of the RAI Process and comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases presentation and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: 5/1/01

Human Resources



## MDS Coordinator

### COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met Yes    No		Date & Initial of Reviewer	Comments, Training Needs
Demonstrates the ability to complete a physical and functional assessment of the body systems.				
Demonstrates the ability to complete the RAI schedule of events.				
Demonstrates the ability to complete the MDS utilizing the coding criteria in the RAI training manual.				
Demonstrates the ability to input the MDS into the computer.				
Demonstrates the ability complete care plans to address identified resident issues.				
Demonstrates the ability to complete the identified CAAs.				
Demonstrates the ability to facilitate a family and IDT meeting.				
Demonstrates the ability to implement the recommendations from the IDT.				
Demonstrates the ability to identify a <i>Significant Change In Status</i> .				
Can verbalize the difference between a significant error and significant status change.				

If MDS Coordinator works in any other licensed position, complete and attach appropriate competency checklist. The following skills lists are attached:

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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



**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: MDS COORDINATOR DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Demonstrates comprehensive physical assessment skills for initial and follow up appraisal of resident status. Analyzes initial and on-going assessments in the development of the plan of care.				
Maintains, coordinates, and signs the resident assessment instrument process to assure timely completion.				
Renews and provides data entry for Minimum Data Set (MDS) and care plan decisions.				
Directs and organizes required resident assessments (Braden Scale, Fall Risk, Pain, Bowel & Bladder and Restraint) and related documentation.				
Participates in the interdisciplinary team (IDT) conferences and collaborates with physicians, consultants and other members of the IDT.				
Acts as a resource person to the IDT in the use of the resident assessment instrument and care planning process.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Develops and assists in the achievement of short-term and long-term goals for total resident care and management.				
Uses assessment tools to evaluate and implement a comprehensive plan of care.				
Interprets diagnostic data and incorporates it into the current plan of care.				
Utilizes clinical expertise to anticipate and respond to potential resident care problems.				
Facilitates resident care conferences and provides appropriate documentation.				
Initiates corrective action as necessary, as care issues are identified during care conferences or during resident assessment.				
Coordinates quality assurance program for the resident assessment instrument and provides reports at scheduled meeting.				
Submits written documentation consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by RAI, Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when required.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with Director of Nursing and shows progress towards achievement.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS:    \_\_\_\_\_ EXCEEDS    \_\_\_\_\_ MEETS    \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

---

Supervisor Signature

Employee Name

---

Administration Signature

Employee Signature

---

Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
UNIT MANAGER  
11-13  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: May 1, 1999  
REVISION DATE: April 14, 2003

Exempt                          X                          Non-exempt                                          

I.     JOB SUMMARY

The Unit Manager provides support to the Director of Nursing, including: performing the basic tasks of assessment (RAI), planning, intervention, supervision and evaluation of patient care to assure compliance within acceptable standards of care for assigned unit. This position works with nursing and other facility staff to ensure quality care for all residents. Collaborates and supports (with Case Manager) the admissions and the movement of residents within the facility based on required level of care. This position may serve as Director of Nursing in the absence of the DON.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Nursing  
Workers Supervised:                Nursing staff assigned to unit  
Interrelationships:                 This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Administrator, department heads, Corporate Consultants, physicians, residents and families, and other facility personnel.

III.   ESSENTIAL JOB FUNCTIONS

General:

- A.     The Unit Manager acts as the gate-keeper for the operation of the nursing unit.
- B.     Is accountable for the timeliness of the RAI process.
- C.     Evaluates admissions, in coordination with the Director of Nursing, Case Manager and Admissions Coordinator, to assure proper utilization and appropriate placement.
- D.     Ensures implementation of Eskaton and facility policies and procedures through appropriate instruction to line staff.



- E. Assumes ultimate accountability for coordination of nursing services in the assigned unit.
- F. Provides daily supervision of patient care to include first level monitoring responsibility for significant changes in patient clinical condition, which includes the review of daily reports, incidents, etc. Assists in addressing family and staff concerns as it relates to quality of care, levels of care, bed utilization and discharge planning.
- G. Keeps the Director of Nursing informed of all situations which may have an adverse impact on patient welfare.
- H. Provides crisis intervention backup for unit charge nurses in dealing with patient complaints or family concerns.
- I. Immediately reports any suspected or observed incidents of resident abuse to Director of Nursing/Administrator.
- J. Determines the needs for appropriate training in collaboration with the Director of Staff Development.
- K. Participates in the selection and hiring process and the ongoing evaluation of the nursing staff for assigned unit; responsible (in coordination with the Staffing Coordinator) for ensuring adequate staffing.
- L. Maintains staff adherence to nursing policies and procedures.
- M. Conducts daily rounds of all patients and is apprised of any changing conditions.
- N. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with

the policies is a condition of employment with Eskaton.

- B. Agrees to promote compliance with the HIPAA policies among subordinates.

#### Leadership/Management Skills

- A. Participates in the hiring, orienting, training, coaching, counseling, promoting, evaluating and employment decisions for the department.
- B. Responsible for the supervision and organizational structure within the department. Delegates and follows-up in an appropriate manner to ensure quality, equity, and consistency within the department.
- C. Conducts employee performance appraisals in a timely and thorough manner.
- D. Is accountable for maintaining the department's budget and is fiscally responsible in accordance with those budgets and policies.
- E. Leads by example. Provides appropriate supervision in accordance with Eskaton's prime values and the established mission.
- F. Maintains constructive relationships with managers, peers, and employees. Works toward the benefit of the facility in establishing a positive work environment, demonstrating value to all staff and residents.
- G. Attends, participates and facilitates appropriate in-service and other educational or management meetings.
- H. Encourages the implementation of EQIP (Eskaton's Quality Improvement Process).
- I. Demonstrates the ability to complete job objectives in a timely manner.
- J. Demonstrates positive behavior characteristics such as attitude, initiative, cooperation, adaptability, fairness, ingenuity and dependability.
- K. Plans and organizes assignments and work flow in order to achieve maximum effectiveness and efficiency.
- L. Performs other duties and assignments deemed appropriate by the Administrator.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of residents' needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Ability to work independently with little or no direct supervision and to adjust to changing conditions and frequent demands.

Temperament:

Ability to maintain a positive, stable disposition in performing work in association with facility staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

A Graduate of an accredited school of professional nursing and has a valid California RN or LVN license; current CPR certification.

Training and Experience:

Requires a minimum of two years experience in nursing supervisory experience in acute, geriatric, rehabilitation or psychiatric nursing.

Knowledge, Skills, and Abilities:

Requires current knowledge of federal, state and local regulations related to all levels of skilled nursing healthcare and requires keeping abreast of current trends and new developments in nursing and healthcare administration. It also requires effective the following skills and abilities: verbal and literary communication skills to interact with all levels of personnel and outside contacts, effective managerial and inter-personal skills, the ability to plan, organize and implement work and be flexible enough to shift priorities quickly and work under pressure with constantly changing demands, and must be amenable to weekend call duties and emergency standby as conditions warrant.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE: April 14, 2003

Human Resources

ESKATON  
REGISTERED NURSE - CHARGE  
11-23  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: May 28, 2004

Exempt                      \_\_\_\_\_                      Non-exempt                      \_\_\_\_\_ X

I. JOB SUMMARY

The Registered Nurse - Charge ensures skilled nursing care to residents in the community which includes: direct resident care, conferring with other departments, utilizing resource materials as needed, participation in case conferences and staff meetings, completing paperwork in a timely manner, conferring and meeting with physicians, maintaining discharge planners and other community resources as needed or directed.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing, Unit Managers  
Workers supervised: Licensed Vocational Nurses, Certified Nurse Assistants, and others as directed by the Director of Nursing  
Interrelationships: All staff within the community, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

Comprehensive Nursing Care

- A. Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.
- B. Is responsible for the overall coordination of nursing care on the shift that he/she is designated.

- C. Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.
- D. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.
- G. Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.
- H. Assists physician in making rounds and assessments of residents.
- I. Coordinates resident care between disciplines.
- J. Is responsible for the overall coordination of nursing care on the shift he/she is designated.
- K. Administers IV therapy as required.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the community.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton. Promotes compliance with the HIPAA Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the community.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.



V. QUALIFICATIONS

Education:

Graduation from a baccalaureate degree nursing program or diploma school of nursing or an associate degree nursing program. Valid California registered nursing license. Current CPR certification.

Training and Experience:

One year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck

DATE 5/28/04

Human Resources

## Licensed Nurses COMPETENCY CHECKLIST

<b>Community</b> _____ <b>Employee</b> _____ <b>Date Of Hire</b> _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates:				
– Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of:				
– Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment				
– Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt:				
– Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management				
– Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management				
– Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

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

Reviewer’s Signature: \_\_\_\_\_ Date \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_

POSITION: RN – Charge DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVN's and CNA's, ensures continuity of care by appropriately directing, coaching, and counseling the support staff, and collaborates in the evaluation of all levels of nursing personnel.				
Is responsible for the overall coordination of nursing care on the shift that he/she is designated.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Analyzes initial and ongoing assessments in the development of the plan of care.				
Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort and protection.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Supervises and directs care given to resident by LVN's and CNA's in an appropriate manner. Ensures continuity of care by appropriately directing, coaching, and counseling the support staff.				
Assists physician in making rounds and assessments of residents.				
Coordinates resident care between disciplines.				
Is responsible for the overall coordination of nursing care on the shift he/she is designated.				
Administers IV therapy as required.				
Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the community.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Responsible for follow-up and completion of consultant reports				
Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the community.				
Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of residents' needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the community.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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ESKATON  
LICENSED VOCATIONAL NURSE - CHARGE  
11-31  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 12, 2003

Exempt                      \_\_\_\_\_                      Non-exempt                        X  

I.     JOB SUMMARY

The Charge Licensed Vocational Nurse provides skilled nursing care to residents, which includes: direct resident care, conferring with other disciplines, utilizing resources materials as needed, and participating in case conferences and staff meetings. This position also completes paperwork in a timely manner, confers and meets with physicians, provides discharge planners, and performs other community tasks as needed or directed.

II.    JOB RELATIONSHIPS

Responsible to:                      Director of Nursing, Unit Manager  
Workers supervised:                      Certified nurse assistants, ward clerk as directed by the Director of Nursing.  
Interrelationships:                      All staff within the facility, vendors, residents and visitors.

III.   ESSENTIAL JOB FUNCTIONS:

Comprehensive Nursing Care:

- A.    Supervises and directs care given to residents by LVN's and CNA's and ensures continuity of care by appropriately directing, coaching and counseling the staff.
- B.    Coordinates resident care between disciplines.
- C.    Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.

- D. Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.
- E. Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.
- F. Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort, and protection.
- G. Assists physicians in making rounds and assessments of residents.
- H. Administer IV therapy within the scope of practice.
- I. Evaluates nursing care by means of current assessment tools.
- J. Reports diagnostic data and incorporates it into the plan of care.
- K. Assists in providing resident and family teaching and training.

#### Documentation

- A. Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Personal and Professional Development

- A. Attends workshops, seminars, or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.

- D. Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Case Management

- A. Communicates information regarding residents at team meetings, and coordinates care provided to the residents.
- B. Establishes short and long term goals for total resident care and management.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.
- B. Promotes compliance with the Corporate Compliance Policy among subordinates.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets accordingly and carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

### IV. WORKER TRAITS

#### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, to acquire new knowledge to perform additional or more difficult tasks.

#### Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

Valid California Licensed Vocational Nursing certificate. CPR certification.

Training and Experience:

One (1) year recent skilled nursing experience preferred.

Knowledge and Abilities:

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical assessment skills required for initial and follow-up appraisal on all assigned residents, and know the treatments, specialized diets, and preventative aspects concerning each resident. Possesses additional knowledge of direct resident care services which ensures the safety, comfort and protection of residents. Has the ability to perform tasks indicated for diseases prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and able to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE 04-12-03  
Human Resources

## LICENSED NURSES COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee</b> _____ <b>Date Of Hire</b> _____	<b>Criteria Met</b>		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
	Yes	No		
Demonstrates The Ability to Assess the Health Status of Residents Utilizing a Head to Toe Assessment:				
<b><u>Cardiac Assessment</u></b>				
– Assesses Pulse Rates:				
– Radial/Apical/Pedal/Politeal/Femoral/Carotid				
– Assesses Edema: Lower Extremity / Sacral				
– Assesses Capillary Refill: Toes/Fingernails				
– Assesses Homan’s Sign				
<b><u>Respiratory</u></b>				
– Auscultates: Lower Lobes in Sitting & Lying Position				
– Identifies Vesicular Breath Sounds				
– Identifies Abnormal Breath Sounds				
– Identifies Crackles/Rhonchi/Wheezes				
– Demonstrates Correct Use Of:				
– Oxygen Tanks/Cannulas/Masks				
– Pulmoaides/MDI with Space				
– Pulse Oximeter				
<b><u>Gastrointestinal/Genitourinary</u></b>				
– Completes Abdominal Assessment				
– Bowel Sounds				
– Demonstrates Enteral Therapy Mgmt:				
– Assesses Tube Placement				
– Utilizes Feeding Pump				
– Administers Medications				
– Demonstrates Management Of Urinary Drainage Devices				
<b><u>Orthopedic Assessment</u></b>				
– Demonstrates Hip Precautions				
– Splint / Cast / Brace Care				
– Completes Post-Fall Assessment				
– Demonstrates Physical Restraints Assessment				
<b><u>Neurologic Assessment</u></b>				
– Completes Glasgow Scale				
<b><u>Integumentary Assessment</u></b>				
– Completes Wound/Skin Assessment				
– Changes an Open Wound Dressing				
– Assesses Mucous Membranes				
<b><u>Metabolic</u></b>				
– Demonstrates Diabetic Management				
– Checks Bloods Sugar				
– Recognizes Signs & Symptoms of Hypo/Hyperglycemia				
– Demonstrates Fluid And Electrolyte Management				
– Evaluates of I & O				
– Develops Resident Care Plan Based On Assessment.				

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reviewer’s Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION \_\_\_\_\_

POSITION: Lic. Vocational Nurse Charge DATE OF LAST EVALUATION \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Supervises and directs care given to residents by LVNs and CNAs and ensures continuity of care by appropriately directing, coaching and counseling the staff.				
Coordinates resident care between disciplines.				
Demonstrates appropriate physical assessment skills for initial and follow-up appraisal of resident status. Possesses an adequate knowledge of clinical disease entities.				
Demonstrates ability to perform nursing treatments and procedures as prescribed for resident assigned. Administers those treatments in an appropriate manner.				
Demonstrates knowledge of specialized diets and medications commonly prescribed to residents and administers appropriate medications.				
Demonstrates knowledge and awareness of rehabilitative and preventative aspects of care and ensures resident safety, comfort, and protection.				



ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists physicians in making rounds and assessments of residents.				
Administer IV therapy within the scope of practice.				
Evaluates nursing care by means of current assessment tools.				
Reports diagnostic data and incorporates it into the plan of care.				
Assists in providing resident and family teaching and training.				
Provides notes on each resident reflecting skilled care, resident instruction, and patient/family response. Provides doctor notification and specific plan for ongoing care.				
Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.				
Submits required documentation which consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
Attends workshops, seminars, or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.				
Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.				
Participates on internal committees/projects when requested and participates in staff meetings on a regular basis.				
Communicates information regarding residents at team meetings, and coordinates care provided to the residents.				
Establishes short and long term goals for total resident care and management.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
Promotes compliance with the Corporate Compliance Policy among subordinates.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton. Promotes compliance with the HIPAA Compliance Policy among subordinates.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
CERTIFIED NURSES ASSISTANT  
11-74  
ESKATON CARE CENTER MANZANITA

DEPARTMENT:           Nursing  
EFFECTIVE DATE:       January 1, 1993  
REVISION DATE:        July 9, 2004

Exempt                   \_\_\_\_\_                   Non-exempt                   \_\_\_\_\_ X

I.    JOB SUMMARY

The Certified Nurses Assistant provides personal care, nursing assistance, and other assigned tasks to residents. This position provides direct resident care, assists in daily living activities, provides resident documentation and evaluation. Duties and assignments may be adjusted at the discretion of the supervising nurse or the Director of Nursing based on the evaluation of the resident's needs.

II.   JOB RELATIONSHIPS

Responsible to:           Director of Nursing and/or appropriate nursing supervisor.

Workers supervised:      None.

Interrelationships:       All staff within the facility, vendors, residents and visitors.

III.  ESSENTIAL JOB FUNCTIONS

Direct Resident Care

- A.   Provides or assists residents in bathing/showering for thorough cleanliness and hygiene. Also provides or assists with grooming and hygiene of residents (i.e. shaving, oral hygiene, cleaning, trimming finger/toenails) in a safe and thorough manner on a daily basis.
- B.   Makes beds, straightens rooms, and keeps resident care areas in an organized manner.
- C.   Assists residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.



- D. Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.
- E. Demonstrates ability to assist with toileting in a safe and thorough manner, as indicated in residents plan of care.
- F. Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and the individuals providing care.
- G. Takes and records temperature, pulse, blood pressure, and respirations as required.
- H. Assists residents with simple range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.
- J. Makes rounds to ensure residents' safety, comfort, medical attention every hour or as required by the patient.
- K. Collects specimens as directed.
- L. Completes the weighing of each resident as required.
- M. Sets up meal tray and assists with feeding as necessary. Assesses for choking and responds appropriately.
- N. Participates in development of residents plan of care and follows current plan of care.
- O. Promptly reports a change in conditions of residents.
- P. Demonstrates knowledge of standard precautions and proper use of gloves, gowns, masks, eye protection and linen handling.

#### Documentation

- A. Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B & B sheets, meal percentages, I & O's, etc.).
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.

- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Ability to maintain a positive, stable disposition while working in association with staff and residents, and to maintain a high level of performance in an environment of frequent demands, changes, and interruptions.

V. QUALIFICATIONS

Education:

High school graduation or G.E.D., preferred. Possession of a valid California Certified Nurse Assistant certification. Proficient ability to communicate orally and in writing.

Training and Experience:

Six months experience in providing personal care in a long term care facility preferred.

Knowledge and Abilities:

Possesses knowledge in performing personal care services in a skilled nursing facility, and has the ability to meet new and/or stressful situations with the appropriate responses, to work effectively as part of a healthcare team, and to share information freely. Is able to use and seek supervision and consultation verbally and in writing, and to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: Terrie Beck DATE: 7/9/04  
Human Resources



## CNA COMPETENCY CHECKLIST

Facility _____ Employee: _____ Date of Hire _____	Criteria Met		Date & Initial of Reviewer	Comments, Training Needs
	Yes	No		
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates proper techniques in: Emptying foley cath bags Measuring output Positioning cath and drainage tubing				
Demonstrates how to bathe and groom residents while maintaining dignity .				
Demonstrates proper use of equipment: (i.e., Tubs, lifts, scales)				
Provides oral care for residents with: natural teeth, dentures and / or edentulous				
Demonstrates active and passive ROM.				
Is able to demonstrate the following on a dependent resident: Log rolling Side Lying Prone Sitting				
Uses gait belt and back support correctly during transfers.				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

3/5/02

# EVALUATION AND DEVELOPMENT PLAN

(With skills check criteria)

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ DATE OF EVAL: \_\_\_\_\_

POSITION: **Certified Nurses Aide**

90 day evaluation

Annual

Other

## ESSENTIAL JOB FUNCTIONS - DIRECT RESIDENT CARE

**Provides or assists in bathing or showering for thorough cleanliness and hygiene of residents.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b> S=Sat. U=Unsat. NA=not app	
<i>Baths/showers completed</i>	
<i>Grooming/hygiene</i>	
<i>Odor free/incontinent care/pericare</i>	
<i>Face, eyes, hands clean</i>	
<i>Glasses clean – labeled</i>	

Comments:

**Demonstrates the ability to don and remove personal and protective equipment.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b> S=Sat. U=Unsat. NA=not app	
<i>Gloves</i>	
<i>Gown</i>	
<i>Mask</i>	
<i>Goggles/face shield</i>	

Comments:

**Demonstrates ability to provide oral care, shaving and toileting in a safe and thorough manner.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b> S=Sat. U=Unsat. NA=not app	
<i>Oral care</i>	
<i>Toileting</i>	

Comments:

**Makes beds, straightens rooms and keeps resident care areas in an organized manner.**

BELOW    MEETS    EXCEED

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<b>SKILLS CHECK CRITERIA:</b> S=Sat. U=Unsat. NA=not app	
<i>Call light in place</i>	
<i>Bedside equipment stored properly</i>	
<i>Room clean, tidy and free of odor</i>	
<i>Drawers and closet neat</i>	
<i>Beds made neatly and in proper alignment</i>	
<i>Water pitchers within reach</i>	
<i>Dirty clothing in proper container</i>	

Comments:

**Assist residents in dressing when needed and demonstrates concern for individual privacy while providing resident care.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Knocks on door before entering room</i>	
<i>Privacy provided for toileting and bathing</i>	
<i>Curtains pulled during personal care</i>	
<i>Properly clothed and covered at all times</i>	

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Comments:

**Provides safe resident transfers involving bed, wheelchair, chair and/or shower chair.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Transfers techniques</i>	
<i>Body mechanics</i>	
<i>Positioning and bed/chair proper body alignment</i>	

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Comments:

**Promotes independence in resident care as appropriate and demonstrates awareness of safety for both residents and self providing care.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Encouragement of self ADL's</i>	
<i>Proper body mechanics, back support</i>	
<i>Gait belt</i>	
<i>Side rails up</i>	
<i>Spills wiped up</i>	
<i>Observation of unsafe conditions</i>	
<i>Placement of foley and feeding tubes</i>	

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Comments:

**Takes and records temperature, pulse, blood pressure and respirations as required.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Accurate BP</i>	
<i>Accurate pulse</i>	
<i>Accurate temperature</i>	
<i>Accurate respirations</i>	
<i>Timely reporting</i>	

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Comments:

**Makes rounds to ensure residents' safety, comfort, medical attention every hour or as required by the patient.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

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Comments:

**Assists residents with simple range of motion or other exercises as directed by nurse or therapist and ambulates resident safely according to his/her level.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ROM</i>	
<i>Ambulation</i>	
<i>Use of mechanical devices</i>	

BELOW	MEETS	EXCEED

Comments:

**Applies adaptive devices as ordered by the appropriate supervising nurse.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Handrails, mitts, adaptive devices</i>	
<i>Lap trays</i>	
<i>Use of pressure reducing equipment</i>	
<i>Restraints applied properly</i>	

BELOW	MEETS	EXCEED

Comments:

**Collects specimens as directed.**

BELOW	MEETS	EXCEED

Comments:

**Completes weights for each resident as required.**

BELOW	MEETS	EXCEED

Comments:

**Sets up meal and tray and assists with feeding as necessary. Assesses for choking and responds appropriately.**

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Trays passes timely</i>	
<i>Positioned appropriately</i>	
<i>Tray prepared as needed</i>	
<i>Correct percentage recorded</i>	
<i>Uses/suggests assistive devices</i>	
<i>Serves nourishment</i>	
<i>Offers additional fluids as needed</i>	
<i>Checks ID band</i>	

BELOW	MEETS	EXCEED

Comments:



## DOCUMENTATION

Accurately documents care given to residents including the documentation of reportable resident problems (i.e., ADL sheets, B&B sheets, meal %'s, I&O's, etc...).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>ADL charting complete</i>	
<i>I&amp;O documented accurately, timely</i>	
<i>B&amp;B flow sheets</i>	
<i>Meal percentages</i>	

BELOW	MEETS	EXCEED

Comments:

Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Takes meals as assigned and clock in/out</i>	

BELOW	MEETS	EXCEED

Comments:

Submits required documentation which consistently meets guidelines within the time frames established by the Facility.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app

BELOW	MEETS	EXCEED

Comments:

Follows documentation procedures as required by the Title XXII and ORBA regulations. Uses accurate medical terminology.

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Signature and title</i>	
<i>Late charting completed in a timely manner</i>	

BELOW	MEETS	EXCEED

Comments:

## INTERPERSONAL RELATIONSHIPS AND COMMUNICATION

Reports changes in resident condition to the supervising nurse and/or Director of Nurses immediately (i.e., changes in skin conditions, urinary changes, etc.).

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Observations reported</i>	
<i>Reports changes in residents condition</i>	

BELOW	MEETS	EXCEED

Comments:

**Communicates at the appropriate level with residents who may have varied mental capacities.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	
<i>Communicates with residents with cognitive difficulties</i>		

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Comments:

**Participates in staff meetings and care conferences as scheduled and participates in training opportunities when appropriate.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	
<i>Meets in-service requirements</i>		
<i>Available for shift report in proper attire</i>		
<i>Available for rounds</i>		

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Comments:

**Seeks direction in unfamiliar situations.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	

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Comments:

**Handles confidential information appropriately.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	
<i>Handles confidential information appropriately</i>		

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Comments:

**Demonstrates flexibility with changing work demands.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	

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Comments:

<b>MISCELLANEOUS</b>
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**Is friendly and courteous to resident and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to make things better.**

BELOW MEETS EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app	
<i>Addresses residents with respect and dignity</i>		
<i>Responds in caring and courteous manner</i>		
<i>Telephone courtesy</i>		
<i>Answers call bells within 5 minutes</i>		

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Comments:

**Maintains attendance as outlined in policy.**

BELOW    MEETS    EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Reports to work on time</i>	
<i>Follows "Call-in" procedures</i>	

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Comments:

**Wears prescribed uniform and follows prescribed dress code. Maintains professional image to the public and residents.**

BELOW    MEETS    EXCEED

SKILLS CHECK CRITERIA:	S=Sat. U=Unsat. NA=not app
<i>Name tag</i>	
<i>Proper dress code</i>	
<i>Back support</i>	
<i>Gait belt</i>	
<i>Proper foot wear</i>	

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Comments:

**Assists the department when required in other duties and tasks when asked.**

BELOW    MEETS    EXCEED

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Comments:

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_EXCEEDS \_\_\_\_\_MEETS \_\_\_\_\_BELOW REQUIREMENTS

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EMPLOYEE COMMENTS:

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Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

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\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Administration Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
RESTORATIVE AIDE  
11-94  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 1993  
REVISION DATE: April 26, 2004

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Restorative Aide provides personal care, nursing assistance and other assigned tasks for residents. The Restorative Aide's responsibilities include direct resident care, assisting in the residents' daily living activities, and providing resident documentation and evaluation. Duties and assignments may be adjusted at the discretion of the supervising nurse or the Director of Nursing based on the evaluation of the resident's needs.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing and/or appropriate nursing supervisor.

Workers supervised: None.

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS:

Direct Resident Care:

- A. Takes resident's vital signs, documents them appropriately and recognizes abnormalities.
- B. Promotes independence in resident care as appropriate and demonstrates awareness of safety for both resident and individuals providing care. Must demonstrate proper transfer and lifting techniques.
- C. Assists with appropriate range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.

- D. Assists resident with bed mobility techniques, ambulation techniques and the use of assistive devices.
- E. Assists residents with balance/standing activities.
- F. Assists with the feeding as necessary. Assess for choking and responds appropriately.
- G. Maintains an accurate inventory of medical equipment/devices for residents. Ensures equipment is in good repair and calls for maintenance on broken equipment.
- H. Assists resident in dressing when needed and demonstrates concern for individuals' privacy in providing resident care.
- I. Applies medical or adaptive devices as ordered by the appropriate supervising nurse.

#### Documentation

- A. Documents progress/lack of progression in ADL/ROM/transfer abilities, completes weekly summaries, communicates progression with therapists and nurses.
- B. Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.



- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

#### IV. WORKER TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to

changing conditions and frequent demands and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work in association with staff residents and to maintain a high level of performance in an environment of frequent demands and changes.

V. QUALIFICATIONS

Education:

High school graduation or G.E.D. preferred. Proficient ability to communicate both orally and in writing.

Training and Experience:

Six months experience in providing personal care in a long term care setting preferred. Valid/Current First Aid certification.

Knowledge and Abilities:

Must have knowledge in performing personal care services and restorative aide services in a residential environment, with the ability to meet new and/or stressful situations with the appropriate responses. Must also be able to work effectively as part of a healthcare team, to share information freely, to use and seek supervision and consultation verbally and in writing, and be able to follow both verbal and written instructions.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Administration

AUTHOR: Terrie Beck DATE: 5/1/04

Human Resources

## Restorative Nursing Assistant Lead Health Care Assistant

### COMPETENCY CHECKLIST

<b>Facility</b> _____ <b>Employee:</b> _____ <b>Date of Hire</b> _____	<b>Criteria Met</b> Yes    No		<b>Date &amp; Initial of Reviewer</b>	<b>Comments, Training Needs</b>
Demonstrates ability to take and record vital signs.				
Demonstrates the ability to take and record height and weights.				
Is able to feed residents using adaptive devices as indicated.				
Demonstrates the ability to bathe and groom residents while maintaining dignity.				
Demonstrates proper use of equipment: <ul style="list-style-type: none"> <li>• Tubs</li> <li>• Van Lift</li> <li>• Scales</li> </ul>				
Provides oral care for residents with: <ul style="list-style-type: none"> <li>• Natural teeth</li> <li>• Dentures</li> <li>• Edentulous</li> </ul>				
Demonstrates active and passive ROM.				
Is able to demonstrate the proper technique in: <ul style="list-style-type: none"> <li>• Emergency Response</li> <li>• First Aid</li> </ul>				
Uses proper technique in: <ul style="list-style-type: none"> <li>• Transcribing orders</li> <li>• Documenting in residents' chart</li> <li>• Communicating in resident log.</li> </ul>				
Coordinates staffing ratio to ensure adequate coverage of the shift.				
Demonstrates ability to assign shift duties, and follow up to ensure quality and consistency in SNF.				

**Signature:** \_\_\_\_\_

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

**Reviewer's Signature:** \_\_\_\_\_

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

**EMPLOYEE EVALUATION AND DEVELOPMENT PLAN**

NAME: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_ PERIOD OF EVALUATION: \_\_\_\_\_  
 POSITION: RESTORATIVE AIDE DATE OF LAST EVALUATION: \_\_\_\_\_ DATE OF THIS EVALUATION: \_\_\_\_\_

ESSENTIAL JOB FUNCTIONS	Below Require- ments	Meets Require- ments	Exceeds Require- ments	COMMENTS
<b>GENERAL:</b>				
Takes resident's vital signs, documents them appropriately and recognizes abnormalities.				
Promotes independence in resident care as appropriate and demonstrates awareness of safety for both resident and individuals providing care. Must demonstrate proper transfer and lifting techniques.				
Assists with appropriate range of motion or other exercises as directed by nurse or therapist and ambulates residents safely according to his/her endurance levels.				
Assists resident with bed mobility techniques, ambulation techniques and the use of assistive devices.				
Assists residents with balance/standing activities.				
Assists with the feeding as necessary. Assess for choking and responds appropriately.				
Maintains an accurate inventory of medical equipment/ devices for residents. Ensures equipment is in good repair and calls for maintenance on broken equipment.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Assists resident in dressing when needed and demonstrates concern for individuals' privacy in providing resident care.				
Applies medical or adaptive devices as ordered by the appropriate supervising nurse.				
Documents progress/lack of progression in ADL/ROM/transfer abilities, completes weekly summaries, communicates progression with therapists and nurses.				
Keeps accurate records of time worked. Clocks in and out of facility as required by law and by the rules and regulations of the facility.				
Submits required documentation which consistently meets guidelines within the time frames established by the facility.				
Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.				
As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.				
As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.				
Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.				
Makes referrals to the appropriate supervisor of resident's needs.				
Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.				
Demonstrates flexibility with a changing workload/caseload, sets priorities accordingly and carries out job assignments in a self-directed manner.				
Remains calm in an environment with many demands and frequent changes and interruptions.				
Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.				
Works as a team player within the department and with other departments in the facility.				
Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.				
Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.				
Maintains attendance as outlined in Eskaton policy.				

ESSENTIAL JOB FUNCTIONS	Below Requirements	Meets Requirements	Exceeds Requirements	COMMENTS
Attends and participates in appropriate in-service and department meetings.				
Promptly reports noticeable environmental or equipment repair needs to the maintenance department.				
Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.				

CORPORATE COMPLIANCE

Are you aware of, or have you personally been asked to participate in, any conduct or behavior that could be considered fraudulent, abusive, illegal, or unethical?

No

Yes. Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If the employee prefers not to explain the situation to you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.

If "Yes", have you already notified someone (supervisor, department manager, administrator, executive director, human resource department or the corporate compliance officer) about this?

No

Yes

When did you notify that person (date and time)? \_\_\_\_\_

Has the situation changed since then? \_\_\_\_\_

NOTE: If the employee prefers not to discuss the situation with you, encourage him/her to contact the Eskaton corporate compliance officer in person or anonymously.



OVERALL PERFORMANCE/COMMENTS: \_\_\_\_\_ EXCEEDS \_\_\_\_\_ MEETS \_\_\_\_\_ BELOW REQUIREMENTS

EMPLOYEE COMMENTS:

Personal Development Plan (To be developed jointly at the time of the evaluation. Each area for development should clearly state a performance related objective. What will be done to achieve the objective? Who is responsible for what? Time frame.)

\_\_\_\_\_  
Supervisor Signature

Employee Name

\_\_\_\_\_  
Administration Signature

Employee Signature

\_\_\_\_\_  
Date

Date

Your signature indicates your supervisor has discussed this appraisal with you. It is not an indication that you agree with the comments or conclusion.

ESKATON  
INFECTION PREVENTIONIST  
CARE CENTER MANZANITA

DEPARTMENT: NURSING

EFFECTIVE DATE: 9/22/21

REVISION DATE: 09/22/21

Exempt \_\_\_\_\_

Non-exempt \_\_\_\_\_ x

I. JOB SUMMARY

The infection preventionist plans, develops, organizes, implements, evaluates, coordinates, and directs the infection prevention and control program in accordance with current rules, regulations, and guidelines that govern such requirements in the long-term care facility. This position keeps abreast of current CDC, OSHA, CMS, CDPH and local regulations concerning infection prevention and control practices and guidelines. He or she will provide relevant education or training to new and current employees and will lead the antibiotic stewardship program. The infection preventionist has the autonomy to make recommendations and implement facility policies to support infection prevention and control adherence. This is a Full Time position- may be divided between two employees so long as the combined work hours equal 40.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: No direct reporting relationships. Indirectly supervises nursing staff as directed by the Director of Nursing.

Interrelationships: All staff within the facility, vendors, residents and visitors.

II. ESSENTIAL JOB FUNCTIONS

A. Infection Prevention and Control Program Management

1. Infection prevention program

- i. Consult in the development and implementation of the infection prevention program in accordance with current rules, regulations and guidelines that govern such requirements in the long term care facility.
  - ii. Ensures the facility is in compliance with current CDC, OSHA and local regulations concerning infection control practices.
  - iii. Evaluate the effectiveness of the IP program and modify as needed.
  - iv. Provides reports (oral or written) or recommendations to the Executive Director and/or Director of Nursing concerning the infection control program of the facility.
  - v. Prepares and reports on monthly summaries of all residents/personnel infections, corrective actions taken and the results of the corrective action. Provides copies to facility leadership as part of the QA meeting.
  - vi. Actively participate on the IPC committee.
2. Surveillance
- i. Develop an annual surveillance plan based on the population served, services provided, and analysis of surveillance data.
  - ii. Conduct surveillance using epidemiological principles.
  - iii. Evaluate and modify the surveillance plan as necessary.
3. IPC policies and protocols
- i. Consult in the development and assist with the implementation of IPC policies and protocols.
  - ii. Communicate IPC information and data to various committees within the facility and HCP.

#### B. Infection Prevention and Control Education

- 1. Develop IPC training
  - i. Assess learning needs and develop training for SNF residents and HCP.
  - ii. Create educational goals, objectives, and strategies using learning principles and available educational tools and technology.
- 2. Conduct training for SNF residents, HCP, engineering staff, housekeeping staff, food service staff, volunteers, and others who enter the SNF on a regular basis.
- 3. Conduct adherence monitoring to:
  - i. Provide feedback to HCP and reinforce training concepts.
  - ii. Evaluate the effectiveness of educational programs and modify as needed
- 4. Ensures isolation precautions are appropriately carried as required/needed according to the residents' medical condition.

#### C. Regulatory Requirements

- 1. Consult in the development and implementation of policies and procedures that meet the criteria below:
  - i. Ensure compliance with regulatory and mandatory reporting requirements at the local, state, and federal levels.
  - ii. Ensure compliance with COVID-19 and other testing requirements
  - iii. Facilitate compliance with regulatory standards among residents and HCP

2. Consult in the modification of policies and procedures as needed to meet the criteria above and/or to incorporate current infection control standards

#### D. Performance Improvement (PI)

1. Use various PI methodologies as a means of enacting change
2. Develop policies and procedures for PI measures
  - i. Consult in the development of policies and procedures that define and investigate PI measures
  - ii. Ensure that resident needs and rights are considered in the development of processes
  - iii. Incorporate IPC process and outcome measures into the Quality Assurance and Performance Improvement (QAPI) program.
  - iv. Modify policies and procedures for PI measures as needed
3. Participate in PI committees, teams, and initiatives as needed

#### E. Occupational Health

1. Provide consultation to occupational health personnel in the following areas:
  - i. Occupational health policies and procedures related to IPC
  - ii. Risk of occupational exposures to infectious disease
  - iii. Rates and trends of occupational exposures
  - iv. Work restrictions and recommendations related to communicable diseases or following an exposure
2. Assist with immunization and screening programs as needed

#### F. Other functions

1. Ensures all HCP receive infection prevention and control training on an annual basis
2. Ensures that antibiotic stewardship program is implemented and coordinates with nursing staff, physicians and pharmacists as needed.
3. Completes the monthly infection control report timely and communicates significant findings with the infection control committee.
4. Works with state or federal surveyors during annual or complaint surveys and provides requested documents and information in a timely manner.
5. Completes 10 hours of continuing education in the field of IPC and stays abreast of current news and training sources through a nationally recognized infection prevention and control association

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### IV. WORK TRAITS

Aptitude: Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperament: Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

#### V. QUALIFICATIONS

##### Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

##### Training and Experience:

At least one year experience of direct nursing care in acute care or nursing facility is preferred.

It is important that IP have training in fundamental IPC principles to effectively perform the IP duties. Ongoing education is necessary to remain aware of new information, trends, best practices, and to refresh existing knowledge. The designated IP (or both IPs if there are two part-time staff designated) should complete their initial IP training within 90 calendar days of hire. If the IP is an existing SNF employee who was recently designated to this role, initial training should occur within 30 calendar days of designation.

The initial training should include the following topic areas and include a minimum of 14 hours:

- Role of the Infection Preventionist
- Infection Prevention Plan
- Standard, Enhanced Standard, and Transmission-Based Precautions
- Hand Hygiene
- Injection Safety
- HAI Prevention (e.g., Respiratory, BSI, UTI, Scabies, CDI, MDRO)
- Infection Surveillance
- Cleaning, Disinfection, Sterilization, and Environmental Cleaning
- Microbiology
- Outbreaks
- Antibiotic Stewardship
- Laws and Regulations (e.g. reporting requirements)

## Preventing Employee Infections

The IP should complete 10 hours of continuing education in the field of IPC on an annual basis.

### Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and infection prevention and control practices.

### SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources



ESKATON  
INFECTION PREVENTIONIST / QUALITY ASSURANCE NURSE  
17-20  
Eskaton Care Center

DEPARTMENT: Nursing  
EFFECTIVE DATE: January 1, 2017  
REVISION DATE: N/A

Exempt        \_\_\_\_\_        Non-exempt        \_\_\_X

I.    JOB SUMMARY

The Infection Preventionist/Quality Assurance (IP/QA) Nurse conducts activities and maintains all records related to infection surveillance in the community and provides topical and current in-service educational programs related to infection control/prevention and quality improvement. The IP/QA Nurse also demonstrates comprehensive physical assessment skills for initial and follow-up appraisal of resident status through the RAI process and analyzes quality measures with the goal of continuous performance improvement.

II.   JOB RELATIONSHIPS

Responsible to:            Director of Nursing

Workers supervised:      No direct reporting relationships. Indirectly supervises nursing staff as directed by Director of Nursing.

Interrelationships:        All staff within the community, vendors, residents and  
visitors.

III.   ESSENTIAL JOB FUNCTIONS

Infection Control

- A. Acts as the Infection Preventionist responsible for coordinating the infection control program at the community which includes surveillance, monitoring and follow-up of resident infections and employee health.
- B. Coordinates the Antimicrobial Stewardship Program
- C. Coordinates the Hepatitis B program.
- D. Coordinates the Influenza Vaccination Program for residents and employees and assures the community is in compliance with the masking mandate as directed by the county public health department.

#### Quality Assurance

- A. Responsible for developing, coordinating and implementing the Quality Assurance/Performance Improvement Program (QAPI). Ensures that program goals and objectives meet the community's standards of excellence and are compliant with state and federal regulations.
- B. Assists the MDS Coordinator as needed with RAI completion.
- C. Tracks and analyzes Quality Measures and Return to Acute data to develop quarterly Performance Improvement Plans in collaboration with the Interdisciplinary Team.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with these policies is a condition of employment with Eskaton.
- B. Promotes compliance with the HIPAA Compliance Policy among subordinates.

#### Customer Service

- A. Offers assistance to clients in a timely manner; call lights, telephones, requests, etc.

- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate supervisor of resident's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload/case load, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Wears prescribed uniform and follows prescribed dress code. Maintains a professional image to the public and residents.

IV. WORKER TRAITS

Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

Temperaments:

Has the ability to maintain a positive, stable disposition in performing work and in association with staff and residents. Is able to maintain a high level of performance in an environment of frequent demands.

V. QUALIFICATIONS

Education:

Graduate of an accredited school of nursing. Current RN or LVN license with the California State Board of Nursing.

Training and Experience:

Two years of recent experience in a long term care facility in addition to recommended one year of experience working with the RAI process and tracking and analyzing quality measures.

One year recent supervisory experience.

Complete the AANAC/MDS certification within 1 year of hire.

Complete the Board of Infection Control & Epidemiology certification exam within 2 years of hire.

Job Knowledge:

Possesses an in-depth knowledge of comprehensive nursing care and the basics of infection control/prevention and quality assurance/performance improvement

4

SIGNATURES

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Administration

AUTHOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Human Resources



ESKATON  
Nursing Assistant Training Program Instructor  
Eskaton Care Center Manzanita

DEPARTMENT: Nursing

EFFECTIVE DATE: March 10, 2020

REVISION DATE:

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

NA Instructors serve as the primary instructors for nurse assistant training programs for both theory and clinical training. They operate under the supervision of the Executive Director.

II. JOB RELATIONSHIPS

Responsible to: Executive Director

Workers supervised: Nursing Assistants

Interrelationships: Direct Care Staff

III. ESSENTIAL JOB FUNCTIONS

1. Present lectures and conduct discussions to increase students' knowledge and competence, using visual aids such as graphs, charts, videotapes and slides.
2. During clinical instruction, demonstrate skills in the clinical setting and have students perform a return demonstration of all skills noted on CDPH276A (Clinical Skills Checklist) in the clinical setting. All skills will be evaluated and documented on the date that the skill was performed.
3. Understand the training curriculum, plan course content and methods of instruction.
4. Ensure that the daily attendance is completed in both theory and clinical training.
5. Maintain ongoing dialog with students to ensure that they are aware of Theory or Clinical hours that they are required to make up.
6. Inform the PD whenever students miss required Theory or Clinical hours.
7. Inform students of their options for making up missed Theory or Clinical hours.
8. Integrate academic and vocational curricula so that students can obtain variety of skills.
9. Observe and evaluate students' work to determine progress, provide feedback, and make suggestions for improvement.

10. Ensure that all student records are completed fully and accurately, and that student records are secured in a locked cabinet when they are not actively being used by the NA Instructor.
11. Review student records to ensure that Health Exam and Screening documentation is received and properly filed in student training records.
12. Participate in conferences, seminars, and training sessions to keep abreast of developments in the field' and integrate relevant information into training programs.
13. Confirm that Live Scan clearance has been submitted for students before allowing them to interact with SNF residents.
14. Report deviations from the schedule/curricula to the RN Program Director.
15. Ensure that Student Training Record files are kept secure when class is not in session.
16. Complete Student Training Record files completely and correctly, in accordance with NATP and CDPH policies.
17. Work with students to identify Special Accommodation needs and issues.
18. Identify and counsel students who have not successfully completed the NATP in time for the Graduation Ceremony.
19. Counsel students who have not successfully completed the NATP in writing and explain their option to participate in the Graduation Ceremony.
20. Make arrangements with students who have not successfully completed the NATP to allow them to participate in the Graduation Ceremony.
21. Comply with the provisions of the NATP Policies & Procedures Manual.

#### Required Knowledge/Skills:

#### Education and Training

Knowledge of the principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

English Language - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.

#### Skills:

Speaking - talking to others to convey information effectively Instructing teaching others how to do something

Active Listening - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time

Learning Strategies - selecting and using training/instructional methods and procedures appropriate for the situation when learning/teaching new things.

Reading Comprehension - understanding written sentences and paragraphs in work related documents.

### Instructor Evaluation:

NA Instructors will receive annual evaluations. The RN Program Director will write the evaluation, and the Administrator will serve as the senior reviewer. The due date for annual evaluations will be July 31 of every calendar year. Factors that may be included in the evaluation include:

1. Instructor evaluations by the students at the conclusion of every class.
2. Percentage of NA Instructor's students passing the state examination for certification.
3. Notes from the Program Director's unannounced and announced visits to the NATP class.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.



- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

V. QUALIFICATIONS

- Must hold a California RN or LVN License that is active, current and in good standing.
- Must have a minimum 2 years of nursing experience, one (1) year in a long term/skilled nursing facility providing direct patient in addition to one (1) year experience planning, implementing and evaluating educational programs in nursing
- Must have valid California Director of Staff Development certification.
- Must meet the requirements of CCR Title 22, § 71829.
- Must have a valid California Driver's License, access to a reliable vehicle and current automobile insurance.

VI. PHYSICAL DEMANDS:

- Occasional bending, squatting, reaching and lifting.
- Fine manipulation of repetitive grasping, pushing and pulling.
- Specific vision abilities required by job include distance and peripheral vision.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
Nursing Assistant  
Nursing Assistant Training Program (NATP)

DEPARTMENT: Nursing

EFFECTIVE DATE: August 6, 2020

REVISION DATE: November 10, 2021

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

To gain the practical knowledge of a Nursing Assistant role through classroom theory learning and clinical rotation. Students will learn to address the needs of the whole Patient or Resident while promoting independence and self-care, emphasizing communication, infection control, safety, and clinical nursing. In addition, our goal is to prepare the student for the successful completion of the State Certification Examination and afterwards become an efficient and safe Certified Nursing Assistant.

Eskaton will sponsor selected candidates to attend a community based Nursing Assistant Training Program. Training programs are generally 6 weeks with 2 weeks of classroom training, 3 weeks clinical rotation, and an additional week for test preparation.

II. JOB RELATIONSHIPS

Responsible to: Program Instructor/Program Director

Workers supervised: None

Interrelationships: Direct Care Staff

III. PROGRAM REQUIREMENTS

- A. Our Nursing Assistant program has two required components: the theoretical portion and clinical portion. The 1st portion of our program is comprised of 60 hours of theory and is held at the beginning of our program. The 2nd portion of our program is comprised of 100 hours of clinical experience for a total of 160 hours as required by the California Department of Public Health.
- B. The course content is delivered through lectures and instructor demonstrations exposing students to actual nursing procedures and techniques used. Knowledge

evaluation is continuous throughout our program by the use of test and student demonstration related to the course content presented in lecture.

- C. Once candidates have successfully passed the written and skills testing a letter of employment will be extended to join our team as a NA/CNA. The student must successfully pass the exam within 4 months of program completion.
- D. A promissory note with a commitment of at least one(1) year of employment is required. Failure to meet this obligation may result in initial tuition costs being owed to Eskaton.

## REQUIRED KNOWLEDGE & SKILLS

- A. **English Language** - Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.
- B. **Speaking** - talking to others to convey information effectively Instructing teaching others how to do something
- C. **Active Listening** - giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate time
- D. **Reading Comprehension** - understanding written sentences and paragraphs in work related documents.

### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and

carries out job assignments in a self-directed manner.

- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to improve situations.
- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### V. QUALIFICATIONS

- A. High School Diploma, or GED Equivalent
- B. LiveScan Fingerprinting / Criminal Background Check
- C. Valid Government Photo ID (Driver's License, ID Card, Passport, Alien Card)
- D. Social Security Card
- E. Physical Examination
- F. TB Test & Flu Vaccination (State Requirement)
- G. COVID-19 Test

\*Due to the COVID-19 Pandemic, CDPH has waived the medical requirement until the state of emergency is lifted. The nurse assistant shall complete the medical requirements (Physical & Tuberculosis Test) as soon as practicable but no later than 30 days after the expiration of the state of emergency.\* (Title 22 CCR section 71835 (f)) / (HSC sections 1337(b), 1337.2, 1337.6(a)(3), and 1338.5)

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

ESKATON  
TREATMENT NURSE  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: NURSING

EFFECTIVE DATE: SEPTEMBER 1, 2018

REVISION DATE:

TITLE CODE: O3

Exempt \_\_\_\_\_ Non-exempt \_\_\_\_\_ x

I. JOB SUMMARY

To provide wound care and treatments to residents of Eskaton Care Center Manzanita in strict accordance with the physician's orders.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: This position interacts with the Director of Nursing and nursing staff on a daily basis, has frequent contact with the Executive Director, department heads, Quality & Compliance, physicians, residents and families, and other facility personnel.

III. ESSENTIAL JOB FUNCTIONS

- A. Provides wound care (dressings, cleaning, applying medication) and monitoring for integrity of dressing in-between changes.
- B. Assuring availability of treatment supplies and topical medications (as prescribed by the physician) and procuring supplies to assure adequate inventory of the treatment cart is readily available at all times.
- C. Providing gastrostomy care, including needed dressing changes.

- D. Providing colostomy and urostomy care and dressings as directed by the physician.
- E. Demonstrates the ability to administer medications and to perform treatments and procedures as prescribed and provides documentation in an appropriate manner.
- F. Demonstrates ability to accurately measure wounds and document healing progress.
- G. Demonstrates ability to accurately identify the stages of Pressure Injuries.
- H. Performs skin assessment to accurately identify alterations in skin integrity for all residents within 24 hours of admission. .
- I. Physician notification of alterations in skin integrity and wound status.
- J. Demonstrates the ability to determine and/or recognize if the current treatment is ineffective or inappropriate
- K. Responsible for ensuring that all wounds have appropriate treatment orders.
- L. Provide patient/family education pertaining to wound care.

#### Documentation

- A. Documents notes on each resident reflecting skilled care, resident instruction and patient/family response, doctor notification, and specific plan for ongoing care.
- B. Submits written plans of treatment reflecting resident status and nursing care plans in a timely and accurate manner.
- C. Submits required documentation which consistently meets guidelines within the time frames established by the facility.
- D. Follows documentation procedures as required by Title XXII and OBRA rules and regulations. Uses accurate medical terminology.
- E. Responsible for follow-up and completion of consultant reports.

#### Personal and Professional Development

- A. Attends workshops, seminars or classes to further develop professional knowledge/skills by seeking or accepting new or challenging assignments when requested.
- B. Establishes professional goals in coordination with nursing supervisor and shows progress towards achievement.
- C. Participates in orientation programs for new nursing employees, students or selected individuals designated by the facility.
- D. Participates in internal committees/projects when requested and participates in staff meetings on a regular basis.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

#### Customer Service

- A. Offers assistance to clients in a timely manner; telephones, requests, etc.
- B. Takes the initiative to resolve client concerns or confirms that the appropriate party resolves the concerns.
- C. Makes referrals to the appropriate individual for the client's needs.

#### Interpersonal Relationships

- A. Communicates unresolved work-related problems using chain of command, consistently demonstrates effective problem solving skills and handles confidential information appropriately.
- B. Demonstrates flexibility with a changing workload, sets priorities accordingly and carries out job assignments in a self-directed manner.
- C. Remains calm in an environment with many demands and frequent changes and interruptions.

#### Teamwork

- A. Is friendly and courteous to residents and co-workers. Models a service attitude towards others, takes ownership in solving problems and takes the initiative to



improve situations.

- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

#### Miscellaneous

- A. Works in accordance with established safety guidelines with emphasis on the use of proper body mechanics and safe work practices; wears appropriate safety gear.
- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

#### IV. WORK TRAITS

##### Aptitudes:

Possesses the ability to work independently with little or no supervision, to adjust to changing conditions and frequent demands, and to acquire new knowledge to perform additional or more difficult tasks.

##### Temperaments:

Possesses the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

#### V. QUALIFICATIONS

##### Education:

Graduation from a baccalaureate degree nursing program, diploma school of nursing, or an associate degree nursing program. Valid California Registered Nursing or Licensed Vocational Nursing license. Current CPR certification. Wound Care Certification preferred.

##### Training and Experience:

One year recent skilled nursing experience preferred. Medical surgical, home health, or wound care experience preferred.

Basic word processing and spreadsheet skills required; excellent written and verbal communication skills

Job Knowledge:

Must have working knowledge of the basic principles of infection control and wound care. Must have demonstrated competence in providing wound care that is sterile and or aseptic. Must have knowledge and understanding of the special needs of the geriatric client and the geriatric client's skin.

Possesses an in-depth knowledge of comprehensive nursing care which includes clinical disease entities, the physical observation skills required for initial and follow-up appraisal on all assigned residents, the treatments, specialized diets, and medication regime for individuals, and the rehabilitative and preventative aspects concerning each resident. Has additional knowledge in the area of direct resident care services which ensure the safety, comfort and protection of residents. The usual performances indicated for disease prevention and restorative measures, ability to document professional nursing services provided with a realistic plan for reaching short term and long range goals, and to make decisions regarding safety needs of residents including adequate equipment.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Teri Tift, Quality and Compliance

ESKATON  
RESPIRATORY THERAPIST  
ESKATON CARE CENTER MANZANITA

DEPARTMENT: NURSING

EFFECTIVE DATE: February 4, 2019

REVISION DATE:

Exempt \_\_\_\_\_

Non-exempt \_\_\_\_\_ X

I. JOB SUMMARY

The Respiratory Therapist provides direct patient care and support activities to ensure quality care is provided to all patients/residents. Restores patient's pulmonary function, assists with measures to manage pain, and supports independent function by planning and administering medically prescribed respiratory therapy.

II. JOB RELATIONSHIPS

Responsible to: Director of Nursing

Workers supervised: None

Interrelationships: All staff within the facility, vendors, residents and visitors.

III. ESSENTIAL JOB FUNCTIONS

- A. Meets patient's goals and needs and provides quality care by conducting pulmonary function tests; assessing and interpreting evaluations and test results; and determining respiratory therapy treatment plans in consultation with the physician and interdisciplinary team.
- B. Uses current treatment knowledge in accordance with accepted clinical procedures.
- C. Administers respiratory therapy treatments by administering inhalants and oxygen, assisting with breathing exercises, and monitoring physiological responses to therapy such as vital signs and review of lab results.
- D. Evaluates effects of respiratory therapy treatment plan by observing, noting, and evaluating patient's progress; recommending modifications and adjustments as needed.

- E. Writes accurate, complete, and clear documentation in accordance with regulatory guidelines and Eskaton policies and procedures.
- F. Assures continuation of therapeutic plan through involvement in discharge planning.
- G. Consistently demonstrates interdisciplinary approach to patient care.
- H. Contributes to professional development of self and others.
- I. Interacts with peer therapists at local acute hospitals and other environments, if appropriate.
- J. Maintains state-of-the-art body of knowledge in areas of clinical expertise through seminars, professional journals, and peers.

#### Corporate Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Corporate Compliance Policy. Full compliance with the policy is a condition of employment with Eskaton.

#### HIPAA Compliance

- A. As an employee of Eskaton, fully complies with all provisions in the Health Insurance Portability and Accountability Act (HIPAA). Full compliance with the policy is a condition of employment with Eskaton.

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- C. Remains calm in an environment with many demands and frequent changes and interruptions.

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- B. Works as a team player within the department and with other departments in the facility.
- C. Assists co-workers when own work is thoroughly completed and/or is asked by the appropriate supervisor to do so.

### Miscellaneous

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- B. Maintains attendance as outlined in Eskaton policy.
- C. Attends and participates in appropriate in-service and department meetings.
- D. Promptly reports noticeable environmental or equipment repair needs to the maintenance department.
- E. Follows prescribed dress code and maintains a professional image to the public and residents.

## IV. WORK TRAITS

### Aptitude:

Possesses the ability to work with all types and levels of staff and patients.

### Temperament:

Has the ability to maintain a positive, stable disposition in performing work in association with staff and residents and to maintain a high level of performance in an environment of frequent demands and changes.

## V. QUALIFICATIONS

### Education:

Associate Degree in Respiratory Therapy required. Current and valid RRT or CRT license. Valid CPR Certification required. Two plus years of active therapy experience requested.

### Training and Experience:

Some experience in skilled nursing facility environment or equivalent preferred.

### Job Knowledge:

Must have an understanding of the principles employed in Respiratory Therapy. Must have skills in Respiratory Therapy treatment planning and techniques. Knowledge of pertinent medical terminology. Must have good written and verbal communication skills.

SIGNATURES

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Administration

AUTHOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Human Resources

**SECTION 999.5(d)(5)(F)**

- (F) For each health facility or facility that provides similar health care services that is the subject of the agreement or transaction, all existing documents setting forth any guarantees made by any entity that would be taking over operation or control of the health facility or facility that provides similar health care services relating to employee job security and retraining, or the continuation of current staffing levels and policies, employee wages, salaries, benefits, working conditions and employment protections.**

Cypress has expressly agreed to hire and retain all Fair Oaks, Greenhaven, and Manzanita employees, with the exception of the administrators and directors of nursing, for a period of at least sixty days post closing. IEP covenants that it will not reduce the employees' wages or benefits during this period. See the Management and Operations Transfer Agreement, Section 10.2.

**SECTION 999.5(d)(5)(G)**

- (G) If the agreement or transaction will have any impact on reproductive health care services provided by any facility that is the subject of the agreement or transaction, or any impact on the availability or accessibility of reproductive health care services, a description of all reproductive health care services provided in the last five years by each health facility or facility that provides similar health care services that is the subject of the agreement or transaction. This description shall include the types and levels of reproductive services including, but not limited to, information about the number of pregnancy terminations and tubal ligations and a description of how this information was compiled.**

(Not Applicable)



**SECTION 999.5(d)(5)(H)**

- (H) A statement describing all effects that the proposed agreement or transaction may have on health care services provided by each facility proposed to be transferred including, but not limited to, any changes in the types or levels of medical services that may be provided at the health facility or facility that provides similar health care services and a statement of how the proposed transaction may affect the availability and accessibility of health care in the affected communities.**

Eskaton anticipates that the proposed transaction will not adversely affect the delivery, availability, or accessibility of health care services to the community served by Fair Oaks, Greenhaven, and Manzanita. SNF programs and services will not be reduced as a result of the proposed transaction. To the contrary, the sale to IEP will benefit each of the SNFs and the residents it serves because IEP will be better able to serve the Sacramento community for the reasons stated in Section (1)(C).

**SECTION 999.5(d)(5)(I)**

- (I) A description and copy of all current contracts between the applicant and the city in which the applicant is located and current contracts between the applicant and the county in which the applicant is located for each health facility or facility that provides similar health care services that are the subject of the agreement or transaction.**

Eskaton currently has a Memorandum of Agreement with the county of Sacramento Department of Public Health.

Eskaton also has agreements with Los Rios Community College and California State University Sacramento to serve as a clinical training site for certified nursing assistants. Greenhaven also serves as a clinical training cite for the Job Corps.

A copy of each of these agreements will be provided:

1. Memorandum of Agreement with the Sacramento Department of Public Health.
2. Agreement with Los Rios Community College.
3. Agreement with California State University Sacramento.
4. Agreement between Greenhaven and Nursing Corps re Certified Nurse Assistant Training.

**SECTION 999.5(d)(5)(J)**

- (J) A description of compliance with the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act (Health & Safety Code §129675-130070), for each health facility or facility that provides similar health care that is the subject of the agreement or transaction, including the certified Structural Performance Category of every building affected by the agreement or transaction and a copy of every final determination letter received from the Office of Statewide Health Planning and Development for every building affected by the agreement or transaction.**

Not applicable. The health facilities in question are skilled nursing facilities, not general acute care hospitals, and are not the subject of the above-referenced laws.

**SECTION 999.5(d)(5)(K)**

- (K) A description of each measure proposed by the applicant to mitigate or eliminate any potential adverse effect on the availability or accessibility of health care services to the affected community that may result from the agreement or transaction.**

Please see Section (5)(H) above. The parties do not anticipate any adverse effect on the availability or accessibility of health care services resulting from the proposed sale. To the contrary, the proposed affiliation should yield net benefits to the community as described in Section (5)(H).

## SECTION 999.5(d)(6)

### POSSIBLE EFFECT ON COMPETITION

#### (d)(6)(A)

- (A) **For any agreement or transaction for which a Premerger Notification and Report Form is required to be submitted to the Federal Trade Commission under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, a brief analysis of the possible effect of any proposed merger or acquisition of each health care facility or facility that provides similar health care services that is the subject of the agreement or transaction on competition and market share in any relevant product or geographic market.**

This transaction is exempt from filing the premerger notification report form (the "Form") under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a (§ 7A of the Clayton Act or "the Act").

For the Form filing requirement to apply to a proposed merger or acquisition, the transaction must satisfy three tests: (1) the commerce test under Section 7A(a)(1) of the Act; (2) the size of transaction test under Section 7A(a)(2) of the Act; and (3) the size of person test under Section 7A(a)(2) of the Act. An acquisition will satisfy the commerce test if either of the parties to a transaction is engaged in commerce or in any activity affecting commerce. The size of transaction test will be met if, as a result of the transaction, the acquiring person will hold an aggregate amount of voting securities, non-corporate interests ("NCI") and assets of the acquired person valued at more than \$50 million (as adjusted). The size of person test will be met if one of the parties has sales or assets of at least \$100 million (as adjusted) and the other party has sales or assets of at least \$10 million (as adjusted).

Here, the buyer and seller arguably fail the commerce test. As the court observed in *Mitchell v. Frank R. Howard Memorial Hospital*, 853 F.2d 762 (9th Cir. 1988), the commerce determination in health care is based "on a broad aggregate of factors including proximity of the facility to regional centers of commerce or to other states, treatment of significant numbers of out-of-state patients, purchase of equipment and supplies from interstate sources and interstate transfer of payment for patient care." Eskaton Fair Oaks, Greenhaven, and Manzanita serve a largely local market, purchase most of their equipment and supplies from California vendors, and do not transfer residents out of state for care. Likewise, the buyer intends to serve a largely local market, purchase most or all of its equipment and supplies from California vendors, and not to transfer residents out of state for care.

Irrespective of whether the sellers or buyers meet the commerce test, it is clear that they do not meet the other two tests. Under the size of transaction test, the buyer is not acquiring an aggregate amount of voting securities, non-corporate interests ("NCI") and assets of Eskaton valued at more than \$101 million (as adjusted). The purchase price of Fair Oaks, Greenhaven, and Manzanita, their related assets and their fair market value were determined by a 2013 appraisal which valued the three properties at \$43,500,000, and the highest offer

Eskaton received for the properties in 2022 was \$37,000,000. Although the third (size of person) test is met because IEP currently has assets valued in excess of \$900 million, Eskaton does not have assets valued at \$202 million as adjusted. Because the transaction fails two or three of the tests, and all three tests must be satisfied to trigger the filing of the Form, the parties are exempt from filing the Form.

**SECTION 999.5(d)(6)(B)**

- (B) The applicant shall provide the Premerger Notification and Report Form and any attachments thereto as filed with the Federal Trade Commission pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976 and 16 C.F.R. Parts 801-803. The procedure for designating information as confidential set forth in section 999.5(c)(3) of these regulations shall apply to any information submitted under this subsection.**

(Not Applicable)

## SECTION 999.5(d)(7)

### OTHER PUBLIC INTEREST FACTORS

**The written notice of any proposed agreement or transaction set forth in section 999.5(a)(1) of these regulations shall include a section entitled “Other Public Interest Factors” that contains any other information the applicant believes the Attorney General should consider in deciding whether the proposed agreement or transaction is in the public interest.**

In addition to the considerations outlined above, Eskaton believes the community and the three SNFs at issue here would be better served with an operator better able to take advantage of economies of scale. Eskaton’s diverse range of services limits its ability to specialize in SNF operations, while a pure SNF operator will be able to do so. Furthermore, Cypress is, to Eskaton’s understanding, a geographically concentrated SNF operator in the Greater Sacramento region, which allows for benefits in challenging areas such as staffing, contract pricing with local vendors, and vendor management. All of these factors should help make the operation more sustainable for the benefit of patients, community, and provider alike.



**SECTION 999.5(d)(8)**

- (8) The written notice of any proposed agreement or transaction set forth in section 999.5(a)(1) shall include a resolution of the board of directors of the applicant authorizing the filing of the written notice and a statement by the chair of the board that the contents of the written notice are true, accurate and complete.**

A copy of the board resolution and certification statements signed by the Board Chair of Eskaton is attached to this Section.

**CERTIFICATE OF RESOLUTION  
OF THE  
BOARD OF DIRECTORS OF  
ESKATON PROPERTIES, INC.**

At a duly constituted meeting of the Board of Directors of Eskaton Properties, Inc., held on March 8, 2023 a quorum of said Board was at all times present and acting, and the following resolution was unanimously adopted:

**WHEREAS**, the Corporation is a not-for-profit with a primary mission to enhance the quality of life of seniors through innovative health, housing and social services; and

**WHEREAS**, financial sustainability is necessary for the Corporation to continue serving that mission; and

**WHEREAS**, the operations of Eskaton Care Center Fair Oaks, Eskaton Care Center Greenhaven, and Eskaton Care Center Manzanita are no longer financially sustainable, and their continued operation within the Corporation would undermine the Corporation's ability to carry out its mission; and

**WHEREAS**, in the judgment of the Board of Directors the resources required from the Corporation to continue operation of those three Care Centers would better serve the Corporation's mission if committed to different facilities and services; and

**WHEREAS**, the Board of Directors has reviewed and considered the structure of the proposed transaction under negotiation with proposed purchaser International Equity Partners (either directly or via a subsidiary company) and proposed new operator Cypress Healthcare Group;

**WHEREAS**, the Corporation has engaged a consultant to facilitate the sale of the three facilities, and with the assistance of the consultant has issued a Request for Proposal (RFP); and

**WHEREAS**, eight offers were received in response to the RFP, of varying quality, and those offers were reviewed with considerations including, but not limited to, purchase price; nature of prospective buyer (e.g. whether the prospective buyer has experience operating SNFs in California's regulatory environment); expected ability of the prospective buyer to promptly obtain financing necessary to complete the transaction; the prospective buyer's ability to move quickly in seeking required approvals and executing necessary agreements; and the prospective buyer's willingness to commit to continued employment and working conditions of existing employees of the communities; and

**WHEREAS**, the Corporation narrowed potential buyers from eight to four, then conducted additional evaluation, interviews, and due diligence, then narrowed potential buyers from four to two for a final round of evaluation, before deciding on the buyer best suited for the transaction based on the above criteria and the overarching goal of being able to reposition Corporation resources to better serve the Corporation's mission;

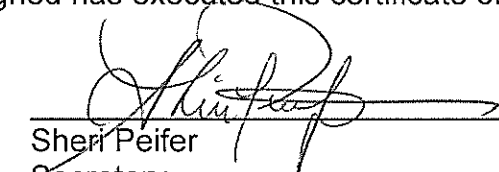
**NOW, THEREFORE**, be it resolved by the Board of Directors that:

1. The sale of Eskaton Care Center Fair Oaks, Eskaton Care Center Greenhaven, and Eskaton Care Center Manzanita, with the assets therein, to International Equity Partners, with operations to be assumed by Cypress Healthcare Group, is authorized for a sale price of not less than \$35,500,000; subject to approval by the board of any material changes to the Asset Purchase Agreement or the material risks assumed in the transaction before closing. Such sale is authorized along the general structure outlined in the draft Asset Purchase Agreement (APA) and draft Management Operations Transfer Agreement (MOTA) under consideration as of the date of this Resolution.
2. The Officers of the Corporation are authorized and directed to, in consultation with legal counsel for the Corporation, further negotiate the agreements and take such steps as are necessary and prudent to complete the sale of the three facilities. This includes any necessary negotiated revisions to the APA and MOTA as may be necessary and, in consultation with legal counsel for the Corporation, advisable to complete the sale.

3. The Officers of the Corporation are authorized and directed to take such actions as are necessary and prudent to carry out the sale and obtain necessary approvals, including from the Attorney General. This includes the filing of written notice, and a statement by the chair of the board that the contents of the written notice are true, accurate, and complete, consistent with 11 C.C.R. § 999.5. The chair of the board is authorized to file such statement without further action of the full board.
4. The Officers of the Corporation are directed to consider and present to the board options for the use of part or all of the proceeds to serve the Corporation's mission.

The undersigned hereby certifies that she is now, and at all times herein mentioned has been, the duly elected and qualified secretary of the above-mentioned corporation and in charge of the minute books and corporate records of same; and, at the time of adoption of the foregoing resolution, had full power and lawful authority to exercise same; that the foregoing resolution is a full, true and correct copy of the one appearing on the records of said corporation, is not in violation of any charter or bylaws provision of this corporation, has not been modified or rescinded and is, at the date of this certificate, in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate on this 10<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Sheri Peifer  
Secretary

## SECTION 999.5(d)(9)

- (9) The written notice of any proposed agreement or transaction set forth in section 999.5(a)(1) shall include a list of the officers and directors of the transferee, the most recent audited financial statements for the transferee, the transferee's governance documents, such as the articles of incorporation and bylaws, and a description of the transferee's policies, procedures, and eligibility requirements for the provision of charity care.**

Attached please find the following documents and information for IEP and the newly created entity E3 Acquisition. LLC:

1. Background and Biographical Information of IEP and other facilities owned.
2. Endorsed Filed Articles of Incorporation of IEP;
3. California Secretary of State Certificate of Status for IEP;
4. Endorsed Filed Articles of Organization for E3 Acquisition, LLC;
5. Endorsed filed Articles of Organization for 11300 Fair Oaks Boulevard, LLC;
6. Endorsed filed Articles of Organization for 455 Florin Road, LLC;
7. Endorsed filed Articles of Organization for 5318 Manzanita Avenue, LLC;
8. IEP Certificate of Good Standing dated March 23, 2023; and
9. Pro Forma Balance Sheet for E3 Acquisition, LLC

## **SECTION 999.5(d)(9)**

### **1) Background and Biographical Information of IEP and other facilities owned**



INTERNATIONAL  
EQUITY PARTNERS INC.

# Company Background – IEP Corp

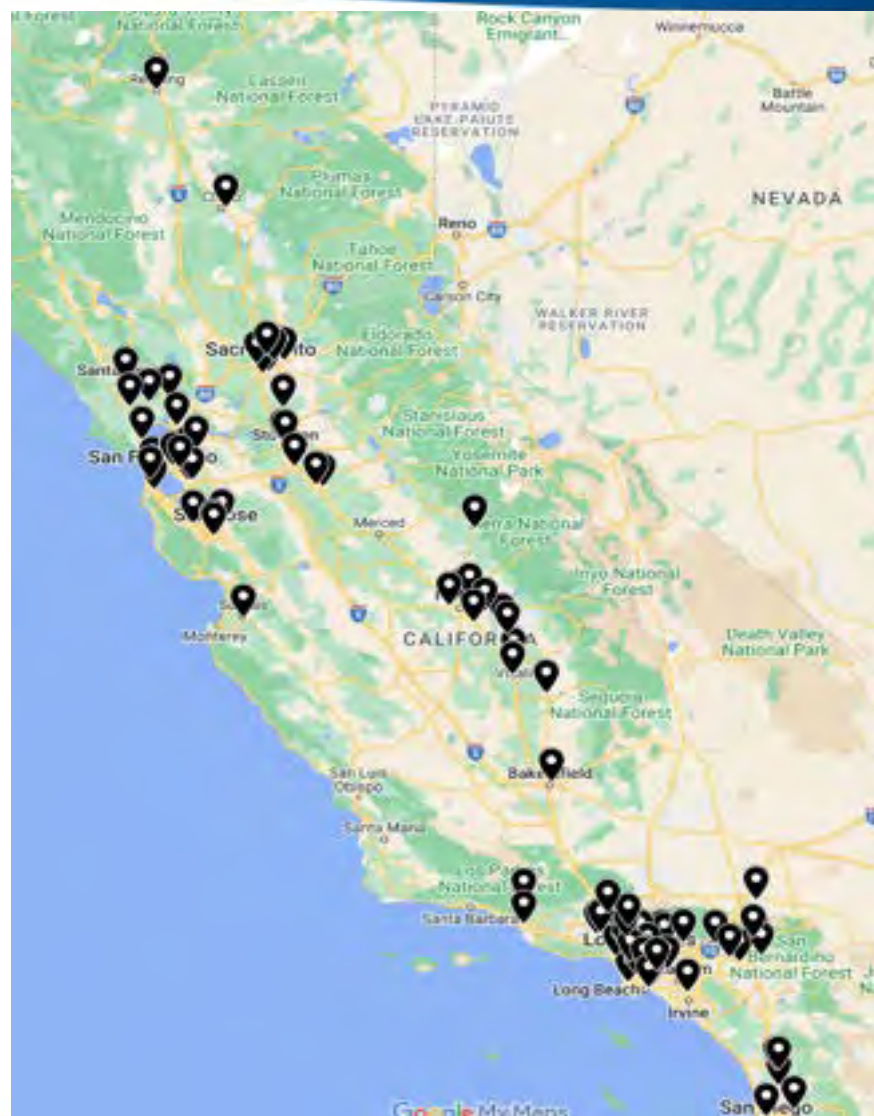
## International Equity Partners (“IEP”)

- Los Angeles based private investment company founded in 2005 by Abe Bak and Michael Gastwirth.
- 100% overseen and capitalized by Abe and Michael – no outside investors, boards, or other outside influence
- One of the most active buyers of health care facilities in California, owning and controlling a portfolio of over 100 health care facilities comprised of nearly 10,000 licensed beds.
- History of fluid decision-making and flexibility typically absent from large corporations or syndicated investment structures. This allows for accommodating frameworks that meets the disparate needs of Sellers. Successfully acquired facilities in various challenging situations, i.e.
  - Longtime generational family ownership with intra family disagreements and diverse specific post transition requirements
  - Non-Profits subject to Attorney General Requirements
  - Major portfolio sales from large publicly and privately traded companies with rigid and inflexible processes
  - Insolvent facilities with long lists of creditor claims and challenging multi-party workouts
  - Other time of the essence closings with varying levels of facility distress
- Platform for both Real Estate and Operations:
  - Affiliates directly operate 14 health care facilities in Southern California
  - Aligns with best-in-class operators for facilities outside the IEP operational footprint. Partner operators represent the ideal fit for both the facility and the region and have a defined business plan with a measurable level of historical success.
- Supported by a strong internal asset management team composed of departments handling acquisitions/underwriting, financing, accounting/treasury, and billing.

# Buyer Statewide Footprint

## Portfolio Metrics:

- 106 Total Facilities
- 9,991 Licensed Beds Primarily in CA
  - Alameda County: 277 Beds
  - Butte County: 144 Beds
  - Contra Costa County: 100 Beds
  - Fresno County: 441 Beds
  - Kern County: 99 Beds
  - Los Angeles County: 2,980 Beds
  - Madera County: 66 Beds
  - Marin County: 168 Beds
  - Monterey County: 51 Beds
  - Napa County: 120 Beds
  - Orange County: 99 Beds
  - Riverside County: 121 Beds
  - Sacramento County: 916 Beds
  - San Bernardino County: 500 Beds
  - San Diego County: 828 Beds
  - San Francisco County: 145 Beds
  - San Joaquin County: 297 Beds
  - San Mateo County: 45 Beds
  - Santa Clara County: 490 Beds
  - Shasta County: 204 Beds
  - Solano County: 125 Beds
  - Sonoma County: 281 Beds
  - Stanislaus County: 274 Beds
  - Tulare County: 575 Beds
  - Ventura County: 145 Beds
  - Yolo County: 99 Beds
  - Out of State: 321 Beds





# Access to Capital – IEP CORP

## **Well Capitalized Platform with Substantial Liquidity & Available Credit Vehicles**

- Corporate and Private Liquidity of \$40MM
- Access to Personal Credit Lines of \$6MM
- Estimated Portfolio “Equity” of over \$250MM
- Deep Experience in Financing of “turnaround” facilities by relationship lenders
  - Capital Funding, White Oak HCP, Congressional Bank, Bank of Oklahoma, Signature Bank, etc
  - Approximately \$400MM in financing for primarily non-performing properties
  - Approximately \$215MM of “bridge” financing has been/or is approved for refinancing with long term FHA debt
  - Only 6 Facilities remain in “bridge” status and are near stabilized levels that would merit FHA refinancing
  - Remaining assets are financed with long term “local” bank loans

# Management Bios

## **Abe Bak**

### ***Co-Founder & President***

In the early 2000s, Abe co-founded IEP to focus on the real estate investment business, primarily with Multi-Family value-add scenarios – while also starting to explore the healthcare industry. Through numerous relationships and off-market distressed opportunities, Abe began to work on several turn-around nursing home investments whereby he established relationships with nursing home operators and applied his business savvy to create out-of-the-box solutions for both sellers and operators. This led to a multitude of opportunities in this space, ranging from distressed bankruptcies, sale lease-backs, troubled portfolios, and retiring moms & pops. Abe continues to take advantage of all opportunities to collaborate with his proprietary rolodex of strategic operating partners, and uses a critical eye to assess partnerships and to identify hidden value. Through his successful leadership, IEP has grown to control over 100 health care facilities and has a tremendous network of best in class operators and REITS ready to jump at any opportunity to collaborate with IEP. By doing this and by routinely monitoring operator performance and expeditiously providing insightful assistance, Abe continues to contribute to the development and long-term stability of IEP, its operations and its strategic partners.

## **Michael Gastwirth**

### ***Co-Founder & Secretary***

Upon co-founding IEP, Michael focused on growing the business to include hundreds of multi-family commercial units as well as other commercial and residential units. Michael continues to lead IEP's expansion into other real estate asset classes, driven by his unique vision with regards to financial analysis, structuring, and creative solutions. He also oversees all construction and renovation work at portfolio investments, and has created an internal team with extensive know-how for design, bid, and monitoring of its contractors. His ability to create unique financial deal structures and to find overlooked value has led IEP to tremendous success across all of its investments; Michael's unparalleled energy is what continues to drive much of IEP's growth. His business tenacity has attracted outside talent to work for IEP from sectors such as finance, accounting, and real estate while his mentorship and supervision has facilitated the maximum value accretion within the properties in IEP's portfolio.

## **Alex Fenigstein**

### ***Vice President***

Alex joined IEP in 2015 to help grow their strategic healthcare footprint in California. Alex began working in real estate investment starting in 2008 when he joined New York City based hedge fund Madison Realty Capital, where he rose to the level of Vice President. During his tenure at Madison Realty Capital, Alex worked on over \$1bn in various opportunistic investments ranging from distressed debt acquisitions to ground up development. In 2013, Alex joined Baltimore based, national health care lender Capital Funding Group as a Director of Real Estate in order to launch their West Coast operation out of Los Angeles. In this capacity, Alex was responsible for originating real estate health care term loans for SNF owners and operators on the west coast. During his 2 years at Capital Funding Group, Alex successfully originated and closed in excess of \$250MM in bridge and HUD related financings for both skilled nursing and assisted living facility operators. In his current capacity for IEP, Alex works directly with the principals of IEP to execute their vision across all ongoing health care projects including acquisitions, due diligence and underwriting, financing, and day-to-day asset management projects. Alex graduated Magna Cum Laude from Brandeis University with a BA in economics and history and received his MS in Real Estate Finance and Investment from New York University.

# Sample Transactions

**Keh Family Portfolio**

9 Facilities/1,148 Beds  
Various, CA

**Golden Living Portfolio**

19 Facilities/2,000 Beds  
Various Cities in CA

**Meridian 5 Portfolio**

5 Facilities/278 Beds  
Bay Area, CA

**Vallejo Portfolio**

2 Facilities, 125 Beds  
Vallejo, CA

**Braswell Portfolio**

6 Facilities/750 Beds  
Redlands/San Diego CA

**Grace Portfolio**

6 Facilities/238 Beds  
CA, CO, and AZ

**Magnolia Portfolio**

5 Facilities, 396 SNF & 85 ALF Beds  
Tulare and Visalia, CA

**LTP Portfolio**

2 Facilities, 97 Beds  
Oakland, CA

**JPH Consulting**

2 Facilities, 179 SNF Beds  
Fresno and Los Angeles, CA

**El Cajon Post Acute**

1 Facilities/305 Beds  
El Cajon, CA

**Evergreen Modesto**

1 Facility, 175 Beds  
Modesto, CA

**Gramercy Court**

1 Facility, 120 SNF & 85 ALF Beds  
Sacramento, CA

**Kindred Canyonwood**

1 Facility, 115 SNF Beds  
Redding, CA

**San Rafael Post Acute**

1 Facility, 168 SNF Beds  
San Rafael, CA

**Casa Coloma**

1 Facility, 138 SNF Beds  
Rancho Cordova, CA

## **SECTION 999.5(d)(9)**

### **2) Endorsed Filed Articles of Incorporation of IEP**



**California Secretary of State**  
Electronic Filing



---

## General Stock Corporation - Articles of Incorporation

---

Entity Name: INTERNATIONAL EQUITY PARTNERS, INC.  
Entity (File) Number: C4680114  
File Date: 01/04/2021  
Entity Type: General Stock Corporation  
Jurisdiction: California

---

### Detailed Filing Information

1. Corporate Name: INTERNATIONAL EQUITY PARTNERS, INC.
  2. Business Addresses:
    - a. Initial Street Address of Corporation: 6442 COLDWATER CANYON AVENUE, SUITE 100  
NORTH HOLLYWOOD, California, 91606  
United States of America
    - b. Initial Mailing Address of Corporation: 6442 COLDWATER CANYON AVENUE, SUITE 100  
NORTH HOLLYWOOD, California, 91606  
United States of America
  3. Agent for Service of Process:  
Individual Agent: LEXIE SABRINA LOPEZ  
6442 COLDWATER CANYON AVENUE, SUITE 100  
NORTH HOLLYWOOD, California, 91606  
United States of America
  4. Shares: 10,000
  5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
- 

The incorporator affirms the information contained herein is true and correct.

Incorporator: VICTORIA LEE

## **SECTION 999.5(d)(9)**

### **3) Secretary of State Certificate Status for IEP**



BA20230414830

B1577-3889 03/10/2023 2:11 PM Received by California Secretary of State



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230414830

Date Filed: 3/10/2023

Entity Details			
Corporation Name	INTERNATIONAL EQUITY PARTNERS, INC.		
Entity No.	4680114		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	6442 COLDWATER CANYON STE 100 NORTH HOLLYWOOD, CA 91606		
Mailing Address of Corporation			
Mailing Address	6442 COLDWATER CANYON STE 100 NORTH HOLLYWOOD, CA 91606		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	6442 COLDWATER CANYON STE 100 NORTH HOLLYWOOD, CA 91606		
Officers			
Officer Name	Officer Address	Position(s)	
ABE BAK	6442 COLDWATER CANYON STE 100 NORTH HOLLYWOOD, CA 91606	Chief Executive Officer	
Menachem Gastwirth	6442 Coldwater Canyon Ste 100 North Hollywood, CA 91606	Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
Menachem Gastwirth	6442 Coldwater Canyon Ste 100 North Hollywood, CA 91606		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	LEXIE SABRINA LOPEZ		
Agent Address	6442 COLDWATER CANYON SUITE 100 NORTH HOLLYWOOD, CA 91606		
Type of Business			
Type of Business	REAL ESTATE		
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		
Labor Judgment			

ESKATON\_005049

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

*Abe Bak*

*03/10/2023*

Signature

Date



**SECTION 999.5(d)(9)**

**4) Endorsed Filed Articles of Organization for E3 Acquisition,  
LLC**



202355213513



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202355213513

Date Filed: 2/21/2023

B1519-8577 02/21/2023 11:06 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	E3 Acquisition, LLC
Initial Street Address of Principal Office of LLC Principal Address	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Initial Mailing Address of LLC Mailing Address  Attention	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Agent for Service of Process California Registered Corporate Agent (1505)	FENIGSTEIN & KAUFMAN, A PROFESSIONAL CORPORATION Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	More than One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.
<u>VICTORIA LEE</u> Organizer Signature	<u>02/21/2023</u> Date

**SECTION 999.5(d)(9)**

**5) 11300 Fair Oaks Boulevard, LLC Articles of Organization**



202355213548



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202355213548

Date Filed: 2/21/2023

B1519-8916 02/21/2023 11:13 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	11300 Fair Oaks Boulevard, LLC
Initial Street Address of Principal Office of LLC Principal Address	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Initial Mailing Address of LLC Mailing Address  Attention	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Agent for Service of Process California Registered Corporate Agent (1505)	FENIGSTEIN & KAUFMAN, A PROFESSIONAL CORPORATION Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	More than One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.
<u>Victoria Lee</u> Organizer Signature	<u>02/21/2023</u> Date

**SECTION 999.5(d)(9)**

**6) 455 Florin Road, LLC Articles of Organization**



202355213564



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202355213564

Date Filed: 2/21/2023

B1519-9184 02/21/2023 11:18 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	455 Florin Road, LLC
Initial Street Address of Principal Office of LLC Principal Address	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Initial Mailing Address of LLC Mailing Address  Attention	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Agent for Service of Process California Registered Corporate Agent (1505)	FENIGSTEIN & KAUFMAN, A PROFESSIONAL CORPORATION Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	More than One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<u>Victoria Lee</u> Organizer Signature	<u>02/21/2023</u> Date

**SECTION 999.5(d)(9)**

**7) 5318 Manzanita Avenue, LLC Articles of Organization**



202355213586



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202355213586

Date Filed: 2/21/2023

B1519-9505 02/21/2023 11:25 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	5318 Manzanita Avenue, LLC
Initial Street Address of Principal Office of LLC Principal Address	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Initial Mailing Address of LLC Mailing Address  Attention	1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067
Agent for Service of Process California Registered Corporate Agent (1505)	FENIGSTEIN & KAUFMAN, A PROFESSIONAL CORPORATION Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	More than One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<u>Victoria Lee</u> Organizer Signature	<u>02/21/2023</u> Date



**SECTION 999.5(d)(9)**

**8) IEP Certificate of Good Standing dated March 23, 2023**



# Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: ESKATON PROPERTIES, INCORPORATED  
Entity No.: 1134487  
Registration Date: 02/16/1983  
Entity Type: Nonprofit Corporation - CA - Public Benefit  
Formed In: CALIFORNIA  
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 23, 2023.

SHIRLEY N. WEBER, PH.D.  
Secretary of State

Certificate No.: 093999847

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

**SECTION 999.5(d)(9)**

**9) Pro Forma Balance Sheet for E3 Acquisition, LLC**

**E3 Acquisition Holdings, LLC**  
**PRO FORMA BALANCE SHEET**  
**1-Jul-23**

**ASSETS**

Cash & Other Deposits	\$350,000
Net Building & Land	\$35,640,000
Closing Cost/Other	\$500,000
<b>TOTAL ASSETS</b>	<b>\$36,490,000</b>

**LIABILITIES**

New First Mortgage Loan	\$28,512,000
<b>TOTAL LIABILITIES</b>	<b>\$28,512,000</b>

**TOTAL EQUITY** **\$7,978,000**

**Total Liabilities & Equity** **\$36,490,000**

## SECTION 999.5(d)(10)

- (10) The written notice of any proposed agreement or transaction set forth in section 999.5(a)(1) shall include a description of the applicant's efforts to inform local governmental entities, professional staff and employees of the health facility or facility that provides similar health care services and the general public of the proposed transaction. This description shall include any comments or reaction to this effort.**

Eskaton announced the proposed transaction to its internal management team in-person on December 20, 2022, to prepare the leadership for the official public announcement. During the meeting, participants discussed the rationale for the transaction, the impact the transaction would have on employees and residents, and explained the management team's role in sharing the news of the affiliation with residents and staff at each of the three facilities (agendas and notes attached).

In or about December 2022, the Eskaton officers met with the executive directors of the three skilled nursing facilities to notify them that Eskaton had issued an RFP and would be vetting potential buyers for the SNFs.

On January 19, 2023, CEO Todd Murch sent out an announcement of the planned sale via email to the entire executive group of Eskaton, and another announcement the same day to all employees of the Eskaton headquarters (where many employees support the SNFs being sold).

In January and February 2023 Eskaton's CEO held meetings with employees of each of the three facilities for sale and the support center to discuss the transaction.

Beginning on Friday, February 17, 2023, the owners of the new manager, Cypress, were invited to meetings with the employees of each of the three SNFs to answer questions and assuage concerns about continued employment.

On March 10, the board of Eskaton formally approved the transaction. The organization officially announced the transaction via internal and external partner communications including a CEO Memo, President's bi-weekly message, and a press release scheduled to go out in April 2023, following finalization of the transaction details. That press release will be posted publicly on Eskaton's website once it goes live. Notice letters announcing the transaction were sent to all Fair Oaks, Greenhaven, and Manzanita residents.

The following documents are attached to this Section:

1. DRAFT Press release announcing the sale of Fair Oaks, Greenhaven, and Manzanita.
2. DRAFT notice letter to be sent to residents.
3. Eskaton Bi-Weekly Update email dated January 30, 2023.

## **SECTION 999.5(d)(10)**

**1) DRAFT Press release announcing the sale of Fair Oaks, Greenhaven, and Manzanita.**



**FOR IMMEDIATE RELEASE**

Date XX, 2023

**CONTACT:**

Zach Melchiori

916-344-0810

[Zach.Melchiori@eskaton.org](mailto:Zach.Melchiori@eskaton.org)

**ESKATON TO EXIT STAND-ALONE SKILLED NURSING; WILL FOCUS ON ENHANCING AND EXPANDING RESIDENTIAL LIVING AND HOME SERVICES FOR OLDER ADULTS**

(Carmichael, CA) – Eskaton, a nonprofit Sacramento-based senior living organization, has announced the pending sale of its portfolio of standalone skilled nursing communities. The sale is a cornerstone of a plan to expand and enhance Eskaton’s offerings in independent senior living, assisted living, memory care and homecare services.

“We have decided, through intense evaluation, that it is time to reposition Eskaton for the coming decade,” said Todd Murch, Eskaton CEO. “The sale of our standalone skilled nursing communities will allow us to strengthen our residential living, affordable housing and home-based services, plus enable expansion across Northern California through management or affiliation with existing non-profit residential living providers.”

Additional detail about the sale of the three communities, Eskaton Care Center Manzanita, Eskaton Care Center Greenhaven and Eskaton Care Center Fair Oaks, is expected in the coming weeks. Eskaton employees were notified of the pending sale in mid-January.

Following an extensive offering and due diligence process, Eskaton selected International Equity Partners (IEP) with local operating team Cypress Healthcare Group headquartered in Roseville, California, as the buyer/operator. The transition process will require Attorney General approval and will take most of the year to complete.

“Eskaton has evolved considerably over our 55-year history and over that time we have offered just about everything imaginable across the spectrum of senior services and housing,” said Murch. “This action is in the best interest of the skilled nursing buildings, their employees, and their patients, and will strengthen Eskaton and our mission to serve older adults throughout Northern California.”

###

About Eskaton

Since 1968, Eskaton has been serving older adults in Northern California. As a nonprofit senior living provider, our mission is to enhance the lives of older adults through innovative health, housing and social services. With five decades of experience and a national reputation for innovation, Eskaton is Transforming the Aging Experience. For more information, please call 1-866-ESKATON, or visit [www.eskaton.org](http://www.eskaton.org).

**SECTION 999.5(d)(10)**

**2) DRAFT Notice to Residents re Sale of Facility**



Since its inception, Eskaton has been committed to providing exceptional senior services and housing to fit the unique needs of each of our residents and patients. Our valued community members are the heart of our mission and we believe in providing timely updates on any changes occurring within our organization.

I would like to announce to our residents, patients and families the pending sale of our skilled nursing facilities, which include Eskaton Care Center Fair Oaks, Eskaton Care Center Greenhaven and Eskaton Care Center Manzanita. After diligent review and thoughtful consideration, we selected International Equity Partners (IEP) with local operating team Cypress Healthcare Group headquartered in Roseville, California as the buyer.

Patients, residents and their loved ones should not anticipate any immediate changes. The well-being of everyone within our Eskaton communities has always been our priority and we are confident that Cypress Healthcare Group will continue to provide excellent care.

We are committed to making this transition as seamless as possible and will remain completely transparent during the process, answering any questions that may arise.

We are grateful to our residents, patients and families for allowing us to continue providing the same exceptional services that have made Eskaton a trusted provider of care to older adults in Northern California for the past 55 years.

Todd Murch  
Chief Executive Officer

**SECTION 999.5(d)(10)**

**3) Eskaton Bi-Weekly Update email dated January 30, 2023**

---

**From:** Sheri Peifer  
**Sent:** Monday, January 30, 2023 9:24 AM  
**To:** Sheri Peifer  
**Subject:** Eskaton Bi-weekly Update: January 30th- Did You Know?  
**Attachments:** SNF sale announcement.pdf



Hello Everyone,

Did you know that Eskaton is **55** years old this year? As you can imagine, an organization that has spanned five decades has faced ever-changing economic, regulatory and governmental dynamics. Our volunteer board of directors and Eskaton’s leadership have strategically led Eskaton through many disruptions and opportunities over time to meet the changing needs of older adults. The mission, however, has remained the same — **“To enhance the lives of older adults through innovative health, housing and social services.”**

### **DID YOU KNOW?**

- **1968-70s:** Eskaton started as a hospital company owning and operating community hospitals throughout California
- **1980s:** Eskaton’s board decided to focus on expanding housing and services for older adults and decided to sell **its** hospitals. That was a huge shift! Eskaton opened and acquired affordable senior housing communities, purchased land for future residential living campuses, and also opened small-group homes for older persons with development disabilities. Eskaton also owned and operated the largest VNA Home Care agency in Northern California. We also acquired skilled nursing communities and entered into an affiliation with Alta Bates.
- **1990s:** Eskaton’s board was committed to expanding affordable housing and residential living, owning and managing more communities and expanding community-based services, including information and assistance and acquiring the Telephone Reassurance Program. Eskaton disaffiliated with Alta Bates in the 90s, sold the VNA Home Care to Sutter Health and sold the small group home for individuals with developmental disabilities during this decade as well.

- **2000s:** Eskaton continued to open, manage and acquire residential living communities and launched new model known as “Multi-Level Retirement Community” (MLRC) that offered older adults the choice of purchasing a fee-titled patio-home with HOA providing additional services; with a central hub of assisted living and memory care services on each campus. Eskaton opened three of these: Eskaton Village Grass Valley, Eskaton Village Roseville and Eskaton Village Placerville.
- **2010s:** Emerging from the recession, affordable housing was added with Eskaton Roseville Manor as the most recent HUD 202 in 2010. Eskaton expanded support and management services in residential living adding full management support for The Trousdale in Burlingame and O’Connor Woods in Stockton, Paradise Valley in Fairfield receives IT Support, and, for a time, AltaVita Village in Riverside. Eskaton launched Live Well at Home non-medical homecare in 2015 and continued to offer Home Healthcare across Greater Sacramento.
- **2020s:** Eskaton entered in to an affiliation with The Reutlinger Community, a Danville-based Jewish community and focused on navigating the challenging pandemic that hit in March 2020. Our teams have navigated the pandemic with courage and tenacity, plus faced the critical workforce shortage, inflation and potential recession-related challenges that each company is facing.
  - Through these time of intense change, focused opportunities emerge. We have decided, through careful evaluation, that it is time to reposition Eskaton for the coming decade. This means we have made the hard decision to sell our three (3) stand-alone skilled nursing communities: Eskaton Care Center Manzanita, Eskaton Care Center Fair Oaks, and Eskaton Care Center Greenhaven. Please read the announcement from our CEO Todd Murch [here](#). \*also attached

## **WHAT DOES THE FUTURE HOLD FOR ESKATON? WHERE ARE WE GOING?**

Eskaton remains 100% committed to our mission of bringing forth innovative health, housing and social services for older adults! This will be accomplished through strengthening our teams and our communities of residential living, affordable housing and home-based services, plus expanding across Northern California to manage and/or affiliate with existing non-profit residential living providers. As older adults are seeking creative ways to age well, Eskaton will explore expanding services to people who may not qualify for subsidies, but also may not be able to afford higher-end private pay services.

Thank you for joining us on this journey to fulfill our mission each and every day!

If you have questions or comments, please feel free to email me at [Sheri.peifer@eskaton.org](mailto:Sheri.peifer@eskaton.org).



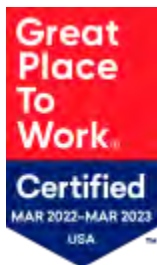
**SHERI PEIFER  
PRESIDENT**

**Sheri Peifer**  
President

**Eskaton**

5105 Manzanita Avenue  
Carmichael, CA 95608  
916-334-0810  
[sheri.peifer@eskaton.org](mailto:sheri.peifer@eskaton.org)

[eskaton.org](http://eskaton.org)



**[Got feedback? Click here to find ways to connect.](#)**



I would like to share with our employees, business partners, and stakeholders, that Eskaton is accepting proposals for the purchase of its three free-standing skilled nursing homes; Eskaton Care Center Fair Oaks, Eskaton Care Center Greenhaven, and Eskaton Care Center Manzanita.

Eskaton has always been a highly diversified nonprofit organization offering just about everything imaginable across the spectrum of senior services and housing. In today's world, that is becoming increasingly more complex and the organization no longer feels it can operate the skilled nursing communities in a sustainable way.

Eskaton is committed to finding a buyer experienced in the State of California, and preferably in the Sacramento region. When a buyer is selected, it is our intent to be completely transparent and assure our employees that both Eskaton leadership and the new operator's leadership are available in person to answer questions and hear concerns. The process is in its early stages, and will take most of the year to complete. Our pledge is to keep everyone well informed and make this a respectful and professional transition of ownership.

Change of this magnitude is not unprecedented in Eskaton's 55-year history. Sometimes, circumstances require difficult decisions, and this is one of those times. For the long-term, this action will be in the best interest of the skilled nursing buildings, their employees, and their patients.

Eskaton remains committed to its mission to serve older adults across Northern California and expand our diverse residential living, affordable housing and home-based service options.

**Todd Murch**  
Chief Executive Officer

## SECTION 999.5(d)(11)(A)

**(A) Any board minutes or other documents relating or referring to consideration by the board of directors of the applicant and any related entity, or any committee thereof of the agreement or transaction or of any other possible transaction involving any of the health facilities or facilities that provide similar health care services that are the subject of agreement or transaction.**

1. Business Life Cycle Analysis of all Eskaton Communities re Business Sustainability dated March 2023.
2. Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.
3. Final Matrix Comparing Letters of Intent dated January 31, 2023. Please note that the material terms of each entity's offer have been redacted.
4. Letter of Intent Matrix with Finalist Offers dated January 4, 2023. Please note that the material terms of each entity's offer have been redacted.
5. Letter of Intent Matrix with Finalist Offers dated December 28, 2022. Please note that the material terms of each entity's offer have been redacted.
6. Letter of Intent and Offers Matrix dated December 27, 2022. Please note that the material terms of each entity's offer have been redacted.
7. Initial Matrix Comparing Letters of Intent dated December 2022. Please note that the material terms of each entity's offer have been redacted.
8. Board meeting minutes dated November 17, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.
9. Board meeting minutes dated August 24, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.
10. Board meeting minutes dated May 18, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.

## **SECTION 999.5(d)(11)(A)**

**1) Business Life Cycle Analysis of all Eskaton Communities  
re Business Sustainability dated March 2023.**



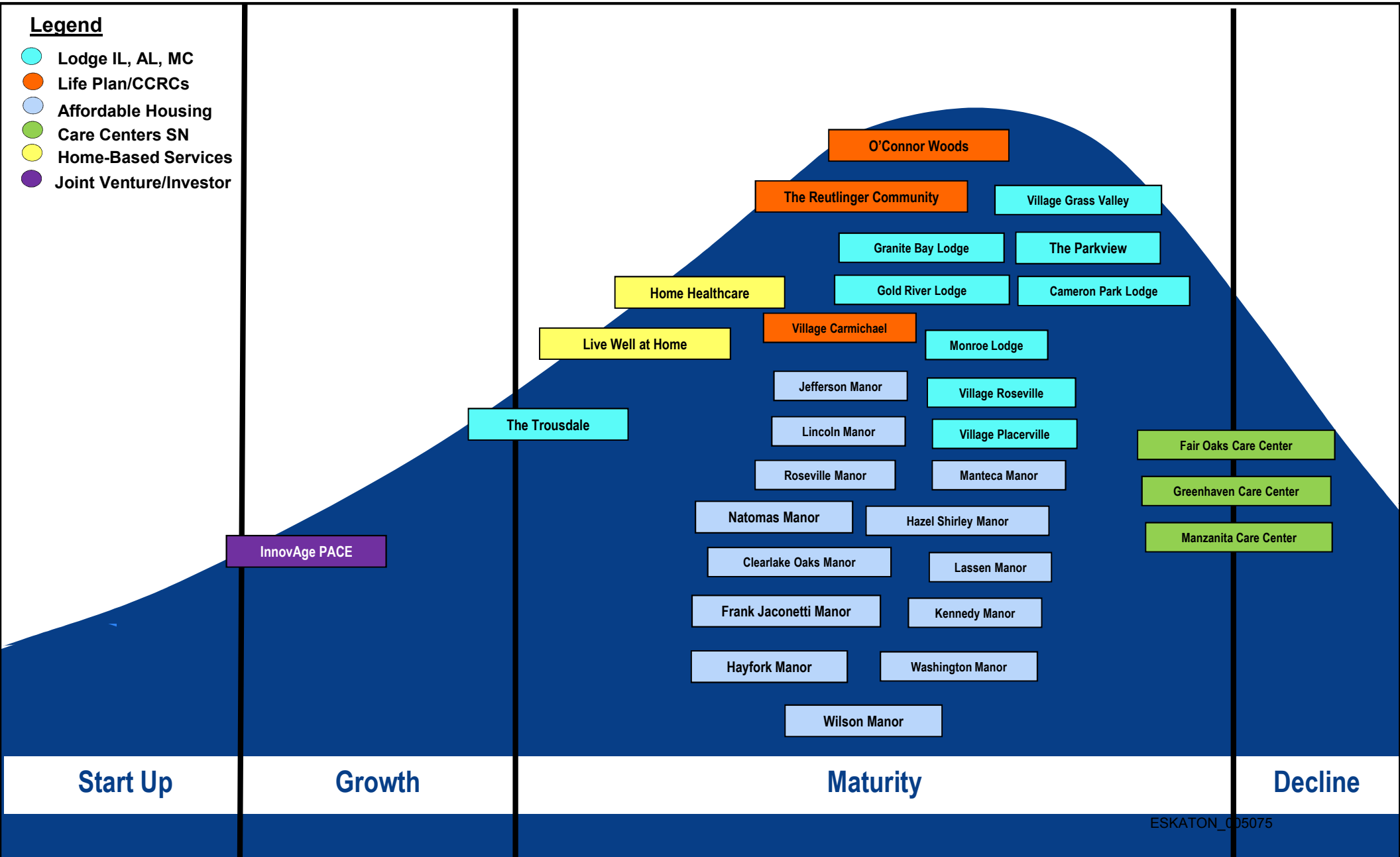
# Life Cycle

Relative Position by Management's Assessment of Business Sustainability

Version 03/2023

**Legend**

- Lodge IL, AL, MC
- Life Plan/CCRCs
- Affordable Housing
- Care Centers SN
- Home-Based Services
- Joint Venture/Investor



**SECTION 999.5(d)(11)(A)**

**2) Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.**

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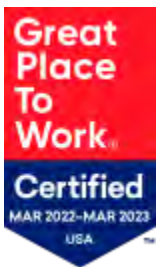
**From:** Sheri Peifer  
**Sent:** Thursday, February 23, 2023 7:05 PM  
**To:** Tom Garberson  
**Subject:** FW: Eskaton SNF buyer update

This email below references an SVP meeting where we selected IEP/Cypress to move forward with.

**Sheri Peifer**  
President

**Eskaton**  
5105 Manzanita Avenue  
Carmichael, CA 95608  
916-334-0810  
[sheri.peifer@eskaton.org](mailto:sheri.peifer@eskaton.org)

[eskaton.org](http://eskaton.org)



[Got feedback? Click here to find ways to connect.](#)

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**From:** Mark Jenkins <Mark.Jenkins@eskaton.org>  
**Sent:** February 6, 2023 5:42 PM  
**To:** DRevie@ziegler.com; Todd Murch <Todd.Murch@eskaton.org>; Sheri Peifer <Sheri.Peifer@eskaton.org>  
**Cc:** Mallen, Patrick <PMallen@ziegler.com>; Shaffer, Melanie G. <MShaffer@ziegler.com>; Munoz, Mary <mmunoz@ziegler.com>; Garabedian, Sarkis <SGarabedian@ziegler.com>; Bell, Daren <DBell@ziegler.com>  
**Subject:** Eskaton SNF buyer update

Hi Dan,

The Eskaton senior leadership team met this afternoon, and we have made a decision on a buyer. We would like to accept the offer from the IEP/Cypress team. We think they have the best ability and desire to close the transaction within the required time line. As we head into the next phases of the sale process we think their enthusiasm may be to our benefit. Full disclosure when you compare both operators we were more impressed with the Links team over Cypress, but our confidence in the team of IEP/Cypress won out. I would be happy to get on a call to explain further.

Seems like we now need to turn our attention to the LOI, and then solidify the communication plan. I have heard you make a few references to suggested changes/edits you had to the LOI. Do you have to make those changes, and send it over to us? At the same time we will be reviewing the LOI for anything we will want to change.

Lets connect tomorrow if you can to discuss any additional details? I can be available before 11am.

Thanks to you, Patrick, and Melanie, for all your hard work on this.

Mark

**Mark Jenkins**

Senior VP, Chief Financial Officer

**Eskaton Support Center**

5105 Manzanita Avenue

Carmichael, CA 95608

916-334-0810

[mark.jenkins@eskaton.org](mailto:mark.jenkins@eskaton.org)

[eskaton.org](http://eskaton.org)



[Got feedback? Click here to find ways to connect.](#)

## **SECTION 999.5(d)(11)(A)**

**3) Final Matrix Comparing Letters of Intent dated January 31, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Operative Partners / (L) Core Link Healthcare Group		International Equity Partners / Cypress Healthcare	
	Original	Final (1/30/2023)	Original	Final (1/27/2023)
EOI	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Organization Type	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase
Organizational Size/Background	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily composed of health care facilities and other commercial real estate.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily composed of health care facilities and other commercial real estate.
Operating Entity/Tenant	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator
Currently Own/Operate in CA	Yes	Yes	Yes	Yes
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Price per Operating Bed (396 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA/RPA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Due Diligence (DD) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA Contingencies/Approvals	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Timetable (Expected Close)	[REDACTED]	[REDACTED]	4) [REDACTED]	[REDACTED]
Website	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	N/A	N/A

## **SECTION 999.5(d)(11)(A)**

**4) Letter of Intent Matrix with Finalist Offers dated January 4, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.
Organizational Type	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Sector/Industry	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Description	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Address	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Phone	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Email	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Website	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Social Media	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Other	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Status	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Notes	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Date	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Source	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Confidence	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Last Updated	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual



## **SECTION 999.5(d)(11)(A)**

**5) Letter of Intent Matrix with Finalist Offers dated December 28, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

1	2	3	4	5	6	7	8	
Organization	Bespoke Healthcare Management	Eagle Arc Partners, LLC and Linka Healthcare Group	International Equity Partners	Aspen Skilled Healthcare	Ensign Group	Generations Healthcare	The Arba Group	Opal Holdings, LLC
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Skilled Nursing Operator	Public/Skilled Nursing Operator	Skilled Nursing Operator		
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase		
Organizational Scale/Background	BHM is a physician led integrated healthcare delivery model that acts to lead in the competitive space for a variety of healthcare providers. The management team brings collectively 60 years of healthcare executive management and physician services experience. They provide management oversight, financial support, strategic planning, cross functional integration to bring together a symbiotic aligned healthcare delivery model. Covered services provided from 10 healthcare markets.	Linka Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 3,757 licensed beds. They lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Bach and Michael Garfinkel. Since its founding, IEP has emerged as one of the largest owners and operators of long term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 5,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in its assets of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.	Aspen Skilled Healthcare covers almost 30 facilities across northern and southern California with their cross-of-the-art rehabilitation services.	Since 1999, the independent operating affiliates of The Ensign Group (ENSG) have provided compassionate, cost-effective, post-acute care. Each of the ENSG business units are run independently by over 22,000 employees. We foster an entrepreneurial culture of ownership coupled with a field-driven, flat structure, which empowers local leaders and their teams to provide superior solutions to the specific medical needs of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.	Generations Healthcare began operations in January 1976 with a single 75-bed skilled nursing facility. Generations has since grown to 25 facilities comprising over 3,300 licensed beds. After Generations began business, it started with a very simple business strategy: focus on quality and service while remaining mindful of the challenges and changes facing senior adults in today's world. Since its inception, Generations has established an excellent reputation in the communities served by its facilities. Generations has built this reputation through a concerted focus on quality and service.		
Operating Entity/Tenant	Separate real estate buyer and operator	Separate real estate buyer and operator (linka healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator	Owner/Operator	Owner/Operator		
Currently Own/Operate in CA		No	Yes	Yes	No	No		
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Price per Operating Bed (EB operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
PSA/SPA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Due Diligence (DD) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
PSA Contingencies/Approvals	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Timetable (Expected Close)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Website	NA	<a href="https://linkahc.com/">https://linkahc.com/</a>	NA	<a href="https://www.aspenhealth.com/">https://www.aspenhealth.com/</a>	<a href="https://www.ensgroup.com/">https://www.ensgroup.com/</a>	<a href="https://generations.com/">https://generations.com/</a>		

## **SECTION 999.5(d)(11)(A)**

**6) Letter of Intent and Offers Matrix dated December 27, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Bergste Healthcare Management	Tagli Ino Partners, LLC and Linky Healthcare Group	International Equity Partners	Apex Medical Healthcare	Design Group	Genesis Healthcare	The Inland Group	Equi Holdings, LLC
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Hospital Nursing Operator	Public Hospital Nursing Operator/Owner			
Business Type	Acute Post-acute	Acute Post-acute	Acute Post-acute	Acute Post-acute	Acute Post-acute	Acute Post-acute		
Operational Skills/Background	BHS is a physician lead long-term healthcare delivery model that works as the service layer for a variety of healthcare providers. The management team brings extensive 40 years of healthcare facilities management and operational business experience. They provide management oversight, financial support, strategic planning and functional integration to bring together a physician aligned healthcare delivery model. Operational practices from 20 healthcare facilities.	Linky Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and real estate services to long-term residents and post-acute regulatory systems in a skilled nursing facility. They focus on acquiring DRGs and improving performance. They currently manage 12 DRGs and 14 facilities representing 1,267 licensed beds. They lease the operations for twelve of the facilities from third party landlords and own five of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2003 by Ron Bar and Michael Gaskin. Over its founding, IEP has managed on one of the largest private and public assets of long-term care facilities in California operating and owning a portfolio of approximately 200 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$200 million in acute primary, secondary and health care facilities and other commercial real estate.	Apex Medical Healthcare is a privately held 50 facilities within northern and southern California with their multi-faceted, multi-specialty services.	Since 2000, the independent operating affiliate of The Inland Group (TIG) has provided communities with comprehensive post-acute care. Each of the 200 facilities are independently owned by over 20,000 employees. It's built an entrepreneurial culture of ownership coupled with a 100+ other facilities which employ local health care staff teams to provide superior services to the specific needs of each of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.			
Operating Model/Format	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Owner/Operator			
Currently Open/Operable in CA	Yes	Yes	Yes	Yes	Yes			
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Capex/Opex/Other								
Price per Operating Bed (2019 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Offer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PA/AMA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
One Diligence (20) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PA Contingencies/Requirements	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Timeline (Expected Close)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Website	www.bhs.com	www.taglinopartners.com	www.iep.com	www.apexmedical.com	www.designgroup.com			

## **SECTION 999.5(d)(11)(A)**

**7) Initial Matrix Comparing Letters of Intent dated December 2022.**

**Please note that the material terms of each entity's offer have been redacted.**





**SECTION 999.5(d)(11)(A)**

**8) Board meeting minutes dated November 17, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**November 17, 2022**

**Directors Present:** Larry Garcia, David Lindeman (via zoom), Pat McFarland, Todd Murch, Jordan Rose, Mariann Sheldon, Amy Yotopolous

**Directors Absent:** Nancy Heffeman, Maureen Hewitt, Jacquelyn Kung

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe, Rose Burgis



**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Chair Pat McFarland, at 12:00 noon on November 17, 2022 at Eskaton Monroe Lodge, Sacramento, CA.

**RESOLVED, the Eskaton Board of Directors hereby approves the agenda as presented.**

**CONSENT  
AGENDA:**

**RESOLVED, the Eskaton Board of Directors hereby approves the consent agenda as presented with reviewed changes to the minutes.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**DASHBOARD  
REPORTS:**

The consolidated net operating loss as of 9/30/22 was \$11 million. Excluding the skilled nursing communities, the organization would breakeven. This is primarily due to revenue (limited to governmental reimbursement) and labor challenges. Skilled nursing is 26% of Eskaton's total revenue. Masking requirements are still in place as COVID continues to linger in some communities. An executive director has been hired at the Reutlinger. Todd presented key performance indicator (KPI) slides with revenue and stabilized workforce as the primary focus. Until an appropriate replacement for VP of Healthcare Services can be retained, Todd Murch will oversee the skilled communities.

[REDACTED]

[REDACTED]

[REDACTED]

**2023 BUDGET:**

The 2023 budget represents improved occupancy and revenue. In 2022, the stand-alone care centers are estimated to lose between \$11-12 million and an estimated \$5 million loss in 2023. Due to COVID and delays of elective surgeries, care center admissions were below average, however, occupancy is slowly increasing. Ziegler has been engaged to assist with the divestiture of the stand-alone care centers with initial bids due by 12/18/22 with tours to follow. The sale may take up to 12 months to complete. The 2023 budget includes estimated impacts from inflation and workforce challenges. The Eskaton consolidated 2023 budget has net operating income of approximately \$1.9 million, which is a decrease of \$2.3 million from the 2022 budget. Operations are budgeted for positive net operating income with the exception of the three stand-alone care centers. After some discussion it was,

**RESOLVED,** That the Eskaton Board of Directors approve the 2023 Budget as presented.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**STRATEGIC DISCUSSION:**

[REDACTED]

The primary topic for discussion was the divestiture of the stand-alone care centers. Ziegler has been engaged to assist with the sale. Initial bids due by 12/18/22 and tours to follow. The sale may take up to 12 months to complete.

**BOARD CHAIR REPORT:**

The board has been appreciative of Todd Murch and Sheri Peifer preparing the succession plan. Larry Garcia attended the LeadingAge National Conference. Greystone's presentation indicated the need for Lifecare communities and that there was enough economic wherewithal for residents to occupy them. They also noted, regulations are tightening up for senior services. Consolidation continues to be a large growth area for single site communities.

**ADJOURNMENT:**

Chair McFarland thanked the staff for their attendance and excused non-board members in order to proceed to the Executive Session.

Adjourned at 4:16 p.m.

**SECTION 999.5(d)(11)(A)**

**9) Board meeting minutes dated August 24, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**August 24, 2022**

**Directors Present:** Larry Garcia, Nancy Heffernan, Maureen Hewitt, Jacquelyn Kung, David Lindeman (via zoom), Pat McFarland, Todd Murch, Jordan Rose, Mariann Sheldon, Amy Yotopolous (via zoom)

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe, Rose Burgis

**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Chair Pat McFarland, at 12:00 noon on August 24, 2022 at the Eskaton Support Center, Carmichael, CA.

Rose Burgis was introduced as the new resident representative. Mariann Sheldon displayed woodwork from the EVC workshop.

The agenda was approved as presented.

**DASHBOARD  
REPORTS:**

The combination of COVID + Workforce + Inflation has greatly affected and challenged the operations of the organization. Recovery has been slower than anticipated throughout our industry. COVID restrictions are still in place. Reducing registry and rebuilding revenue are priorities. The consolidated net operating loss by year-end is estimated at \$10M. Investment earnings are also behind due to market fluctuations. Wage increases of over 30% for nursing positions have been implemented within the last 6 months. A Financial Run rate is being prepared for anticipated continuation of low occupancy, workforce challenges, and expenses. Currently working on 2023 budget assumptions.

[REDACTED]

**STRATEGIC DISCUSSION:**

Net revenue, net operating income and cash and investments from 2005 to present were reviewed. The business sustainability life cycle was also presented showing the skilled nursing communities in the decline stages. Of the \$215M total revenue, 33% skilled nursing, 10% managed services; 5% affordable housing, 5% homehealth and 47% residential services. Financials were presented with and without the stand-alone skilled nursing. Covid caused the census to go down however workforce is keeping it from going back up. Registry usage increased from 2017 to present with an estimated \$5M at year end. Kaiser reimbursement rates are not increasing for sustainability. January 1<sup>st</sup> California will implement CAL-AIM for managed care contracts. CMS is reducing the Medicare rate by 4-4.5%. Current market valuations for skilled nursing is high in California with for profit companies purchasing many sites.

Discussion to divest the stand-alone skilled nursing communities and opportunities to redeploy the cash into another business line. A commitment to use proceeds for capital in order to reposition 5-20 year outlook of current properties was discussed. The avenue of growth most opportunistic at this time is affiliation/collaborations vs purchasing. Opportunity to investigate hospice or more affordable housing was discussed as well.

After some discussion it was motioned, seconded and carried.  
**That RESOLVED, the Eskaton Board of Directors authorize staff to move forward with divesting Eskaton's three stand-alone skilled nursing communities (Eskaton Care Center Manzanita, Eskaton Care Center Fair Oaks and Eskaton Care Center Greenhaven). Staff will submit a proposal for review to the November board meeting.**

The next 24-36 months will be a critical time-frame to recover operationally and public perception will be important. Current Fitch rating is BBB. If the skilled nursing was divested it would go up to A-.

After some discussion it was motioned, seconded and carried.  
**That RESOLVED, the Eskaton Board of Directors request management to bring a plan to stabilize operations and a plan to identify the KPIs for improvement.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Chair McFarland thanked the staff for their attendance and excused the non-board members to proceed to the Executive Session.

**SECTION 999.5(d)(11)(A)**

**10) Board meeting minutes dated May 18, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**May 18, 2022**

**Directors Present:** Larry Garcia, Nancy Heffernan, Maureen Hewitt, David Lindeman, Todd Murch, Jordan Rose, Mariann Sheldon

**Directors Absent:** Jacquelyn Kung, Pat McFarland, Amy Yotopoulos

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe

**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Vice Chair Larry Garcia, at 1:00 p.m. on May 18, 2022 at the Eskaton Support Center, Carmichael, CA.

**CONSENT AGENDA:** **RESOLVED, the Eskaton Board of Directors hereby approves the consent agenda as presented.**

**GREAT PLACE TO WORK:** Eskaton once again received certification as a 'Great Place to Work'. The employee survey measuring 'trust index' focuses on five primary areas (respect, fairness, credibility, camaraderie, and pride) The trust index score was 72% (7 out of 10 employees have a positive trust index), which was 10% lower than the 2019 survey. The positive experiences were reviewed as well as areas of opportunity. 77% of staff indicated Eskaton is a great place to work. Significant take-a-ways include how to replicate highly rated communities and how to retain existing employees.

[REDACTED]

RESOLVED, The Eskaton Properties, Inc., Eskaton Village Roseville and Eskaton Village Grass Valley board of directors approve the Officers of said corporations, jointly or severally,



are hereby authorized and directed to do any and all things, and to execute and deliver any and all documents which they or any of them may deem necessary or advisable in order to consummate the issuance and delivery of the transactions contemplated by the Refinancing and to otherwise carry out, give effect to and comply with the terms and intent of this resolution and the documents referred to herein.

**RETREAT FOLLOW UP:**

Partnering, Consolidation and Growth & Expansion – the primary purpose for growth is to strengthen the not-for-profit footprint across northern California and create scale and efficiency and business sustainability. Focus is on CCRC/Life Plan Communities. Pace mergers and home-based services need to be carefully considered due to scaling and return on revenue. Management contracts are very feasible. Residential care facilities are highly competitive and very expensive.

The Life Cycle Analysis is a tool used to manage business sustainability. Most of the communities are in the maturity stage. Care Centers are moving toward the declining stages due to revenue challenges with governmental and managed care reimbursement, admissions negatively affected by COVID and staffing shortages. Skilled nursing is an important piece of our continuum of care however, there is a negative outlook for these stand-alone communities for several more years until government reform is provided. Proformas will be prepared to analyze the composition of the organization with and without stand-alone care centers. Alternative options to develop a strategic/ financial plan to push back the care centers to the mature phase will be presented to the board. After some discussion it was,

RESOLVED, That the Eskaton Board of Directors approve the officers of said corporation to explore alternative options for the three free-standing care centers.

**ANNUAL REAFFIRMATION OF BOARD / OFFICERS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## SECTION 999.5(d)(11)(B)

**(B) Copies of all documents relating or referring to the reasons why any potential transferee was excluded from further consideration as a potential transferee for any of the health facilities or facilities that provide similar health care services that are the subject of the agreement or transaction.**

1. Final Matrix Comparing Letters of Intent dated January 31, 2023. Please note that the material terms of each entity's offer have been redacted.
2. Letter of Intent Matrix with Finalist Offers dated January 4, 2023. Please note that the material terms of each entity's offer have been redacted.
3. Letter of Intent Matrix with Finalist Offers dated December 28, 2022. Please note that the material terms of each entity's offer have been redacted.
4. Letter of Intent and Offers Matrix dated December 27, 2022. Please note that the material terms of each entity's offer have been redacted.
5. Initial Matrix Comparing Letters of Intent dated December 2022. Please note that the material terms of each entity's offer have been redacted.

## **SECTION 999.5(d)(11)(B)**

**1) Final Matrix Comparing Letters of Intent dated January 31, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Operative Partners / ICF (and Links Healthcare Group)		International Equity Partners / Cypress Healthcare	
	Original	Final (1/30/2023)	Original	Final (1/27/2023)
EOI	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Organization Type	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase
Organizational Size/Background	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.
Operating Entity/Tenant	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator
Currently Own/Operate in CA	Yes	Yes	Yes	Yes
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Price per Operating Bed (SNF operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA/RPA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Due Diligence (DD) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA Contingencies/Approvals	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Timetable (Expected Close)	[REDACTED]	[REDACTED]	4) [REDACTED]	[REDACTED]
Website	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	N/A	N/A

## **SECTION 999.5(d)(11)(B)**

**2) Letter of Intent Matrix with Finalist Offers dated January 4, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Donald Trump Group	Business Development Management	High-End Financial, U.S. and Global Wealth Management	International Policy Services	Asset Management Services	Energy Services	Investment Management	The City Group	Quantitative, LLC	
Organization Type	Investment Management & Management	Investment Management	Investment Management	Investment Management	Investment Management	Investment Management	Investment Management			
Founded Date	2013 to 2014	2013 to 2014	2013 to 2014	2013 to 2014	2013 to 2014	2013 to 2014	2013 to 2014			
Organizational Structure/Reporting	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group	Head of Global Wealth Management Head of U.S. Wealth Management Head of International Wealth Management Head of Asset Management Head of Investment Management Head of Energy Services Head of Investment Management Head of The City Group		
Reporting Entity Types	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Currently Registered in U.S.	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Revenue From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Price per Share/Listing Date	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Reporting File	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Report	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Website Domain	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Asset Managers (2017 Market)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Company Profile	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
PEA (Corporate/Investment)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Transfer (Investment/Asset)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
Website	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			

## **SECTION 999.5(d)(11)(B)**

**3) Letter of Intent Matrix with Finalist Offers dated December 28, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**



1	2	3	4	5	6	7	8	
<b>Organization</b>	Bespoke Healthcare Management	Eagle Arc Partners, LLC and Linka Healthcare Group	International Equity Partners	Aspen Skilled Healthcare	Ensign Group	Generations Healthcare	The Arba Group	Opal Holdings, LLC
<b>Organization Type</b>	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Skilled Nursing Operator	Public/Skilled Nursing Operator	Skilled Nursing Operator		
<b>Proposal Type</b>	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase		
<b>Organizational Scale/Background</b>	BHM is a physician led integrated healthcare delivery model that acts to lead in the competitive space for a variety of healthcare providers. The management team brings collectively 60 years of healthcare executive management and physician services experience. They provide management oversight, financial support, strategic planning, cross functional integration to bring together a symbiotic aligned healthcare delivery model. Covered services provided from 10 healthcare markets.	Linka Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 3,757 licensed beds. They lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Bach and Michael Garfinkel. Since its founding, IEP has emerged as one of the largest owners and operators of long term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 5,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in its assets of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.	Aspen Skilled Healthcare covers almost 30 facilities across northern and southern California with their cross-of-the-art rehabilitation services.	Since 1999, the independent operating affiliates of The Ensign Group (ENSG) have provided compassionate, cost-effective, post-acute care. Each of the ENSG business are run independently by over 22,000 employees. We foster an entrepreneurial culture of ownership coupled with a field-driven, flat structure, which empowers local leaders and their teams to provide superior solutions to the specific medical needs of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.	Generations Healthcare began operations in January 1998 with a single 75-bed skilled nursing facility. Generations has since grown to 25 facilities comprising over 3,300 licensed beds. After Generations began business, it started with a very simple business strategy: focus on quality and service while remaining mindful of the challenges and changes facing senior adults in today's world. Since its inception, Generations has established an excellent reputation in the communities served by its facilities. Generations has built this reputation through a concerted focus on quality and service.		
<b>Operating Entity/Tenant</b>	Separate real estate buyer and operator	Separate real estate buyer and operator (linka healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator	Owner/Operator	Owner/Operator		
<b>Currently Own/Operate in CA</b>		No	Yes	Yes	No	No		
<b>Purchase Price</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Price per Operating Bed (EB operating beds)</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Financing Plan</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Deposit</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>PSA/SPA Period</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Due Diligence (DD) Period</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Exclusivity Period</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>PSA Contingencies/Approvals</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Timeline (Expected Close)</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Website</b>	NA	<a href="https://linkahc.com/">https://linkahc.com/</a>	NA	<a href="https://www.aspenhealth.com/">https://www.aspenhealth.com/</a>	<a href="https://www.ensgroup.com/">https://www.ensgroup.com/</a>	<a href="https://generations.com/">https://generations.com/</a>		

## **SECTION 999.5(d)(11)(B)**

**4) Letter of Intent and Offers Matrix dated December 27, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Bergtek Healthcare Management	Tagli Ino Partners, LLC and Linky Healthcare Group	International Equity Partners	Apex Medical Healthcare	Design Group	Genesis Healthcare	The Inland Group	Equi Holdings, LLC	
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Hospital Nursing Operator	Public Hospital Nursing Operator/Owner				
Regional Type	West Coast	West Coast	West Coast	West Coast	West Coast	West Coast			
Operational Skills/Background	BHS is a physician lead long-term healthcare delivery model that works as the service layer for a variety of healthcare providers. The management team brings extensive 40 years of healthcare business management and operational business experience. They provide management oversight, financial support, strategic planning and functional integration to bring together a physician aligned healthcare delivery model. Operational practices from 30 healthcare facilities.	Linky Healthcare Group is a privately held primary care in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and permanent residency patients in its skilled nursing facilities. They focus on acquiring DRGs and improving performance. They currently manage 12,000 and 140 facilities representing 1,267 licensed beds. They lease the real estate for most of the facilities from third party landlords and own the rest of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2003 by Ron Bar and Michael Gaskin. Over its founding, IEP has acquired or one of the largest private and public assets of long-term care facilities in California operating and controlling a portfolio of approximately 200 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$200 million in assets, primarily comprised of health care facilities and other commercial real estate.	Apex Medical Healthcare is a private equity firm that operates and manages 30 facilities across northern and southern California with their multi-phased, value-additive services.	Design Group is a private equity sponsored affiliate of The Inland Group (TIG) that provides communities with comprehensive, post-acute care. Each of the 200 facilities are independently operated by over 20,000 employees. It has built an entrepreneurial culture of ownership coupled with a 100% owner. The structure allows employees to own facilities and their teams to provide superior services to the specific needs of each of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.				
Operating Model/Format	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Owner/Operator				
Currently Open/Operable in CA	Yes	Yes	Yes	Yes	Yes				
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Approximate Financial Metrics									
Price per Operating Bed (2019 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Financing Mix	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Debt C:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PA/ANA Ratio	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
One DRG/NA (2019) Ratio	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Exclusively Owned	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PIA Contingencies/Operable	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Timetable (Expected Close)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Website	BSH	http://taglinopartners.com	IEP	http://www.apexhealth.com	http://designgroup.com				

## **SECTION 999.5(d)(11)(B)**

**5) Initial Matrix Comparing Letters of Intent dated December 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Regional Development Management	Upper Mid-Atlantic, DC, and Ohio Development Strategy	International Equity Partners	Agri-Related Development	Energy Group	Automotive Development	Fire Arms Group	Manufacturing, etc.
Organization Type	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Project Type	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Operational Data/Development	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Operating Entity/Status	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Company Size/Type in CA	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Portfolio Size	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Value per Operating Unit (\$M per unit)	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Financing Mix	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Report	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
ESG/ESG Issues	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Key Risks/ESG Issues	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Existing Risks	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
ESG Initiatives/Opportunities	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Timeline (Expected 2024)	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate
Website	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate	Health & Education Real Estate



## **SECTION 999.5(d)(11)(C)**

### **(C) Copies of all Requests for Proposal sent to any potential transferee, and all responses received thereto.**

1. Zeigler Offering Memorandum Prepared in Fall 2022.
2. Signed letter of intent between IEP and Eskaton dated February 9, 2023.
3. Final letter of intent from IEP dated January 27, 2023.
4. Letter from Cypress dated January 23, 2023.
5. Copy of presentation given by Cypress and IEP regarding their offer dated January 4, 2023.
6. Initial letter of intent from IEP dated December 14, 2022.
7. Letter of Intent from Eagle Arc Partners dated January 30, 2023. Please note that the material terms of each entity's offer have been redacted.
8. Letter of Intent from Eagle Arc Partners dated December 21, 2022. Please note that the material terms of each entity's offer have been redacted.
9. Term Sheet and Pamphlet from Cascade Capital Group, LLC dated January 3, 2023. Please note that the material terms of each entity's offer have been redacted.
10. Letter of Intent from Bespoke Healthcare Management dated December 21, 2022. Please note that the material terms of each entity's offer have been redacted.
11. Letter of Intent from Aspen Skilled Healthcare, Inc. dated December 16, 2022. Please note that the material terms of each entity's offer have been redacted.
12. Letter of Intent from Ensign Group dated December 15, 2022. Please note that the material terms of each entity's offer have been redacted.
13. Letter of Intent from Generations Healthcare dated December 21, 2022.
14. Email from Arba Group dated December 22, 2022.

Please note that the matrices included in Section 999.5(d)(11)(B) reference a letter of intent from Opal Holdings LLC. However, this column was a placeholder and Opal Holdings LLC did not submit an offer.

**SECTION 999.5(d)(11)(C)**

**1) Zeigler Offering Memorandum Prepared in Fall 2022.**



## SKILLED NURSING PORTFOLIO

THREE (3) SKILLED NURSING FACILITIES | SACRAMENTO, CA | FALL 2022

396 LICENSED BEDS (391 OPERATING BEDS)

CONFIDENTIAL MEMORANDUM



# CONFIDENTIAL INFORMATION

Eskaton (the “Seller”) has retained Ziegler Investment Banking (“Ziegler”) as their exclusive financial advisor to explore strategic alternatives for its 3-community skilled nursing portfolio located near Sacramento, CA.

This Confidential Memorandum (“Memorandum”) has been prepared by Ziegler from materials supplied by the Seller and publicly available information. The sole purpose of this Memorandum is to assist the recipient in deciding whether it wishes to proceed with a further investigation with regard to an acquisition of the Portfolio. This Memorandum does not purport to be all-inclusive or to necessarily contain all information that a prospective purchaser may desire in investigating the Seller and the Portfolio. Ziegler makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained herein, and expressly disclaims any and all liability for representations or warranties, expressed, implied, or contained in, and for omissions from, this Memorandum or any written or oral communication transmitted or made available. The Seller will have legal responsibility only for the representations and warranties set forth in a written agreement when and if executed and delivered by the parties thereto and subject to limitations and restrictions set forth therein. Ziegler has not independently verified any of the information contained in this Memorandum or any written or oral communication transmitted or made available, and has not made and will not make, an independent evaluation or appraisal of any of the assets or liabilities of the Seller.

This Memorandum is being provided to the recipient pursuant to a confidentiality agreement that governs the obligations of the Seller and the recipient with regard to confidentiality. By acceptance of this Memorandum, and in accordance with the confidentiality agreement, but without limiting the information provided herein, or the scope or terms thereof, the recipient agrees that it will not distribute this Memorandum to any person, in whole or in part, at any time without the prior written consent of the Seller and that it will keep confidential all information contained herein or made available in connection with any further investigation. This Memorandum is being delivered for informational purposes only and upon the express understanding that it will be used only for the purpose set forth above. Upon request and in accordance with the confidentiality agreement, the recipient will return promptly all material received from the Seller and Ziegler (including this Memorandum) without retaining any copies thereof. In furnishing this Memorandum, the Seller undertakes no obligation to provide the recipient with access to any additional information or to update any of the information contained herein.

This Memorandum includes certain historical and projected financial and operating data. The estimated operating results are derived from internal management reports, and the adjusted results are derived in part from management’s internal analysis. These estimates and projections reflect management’s assumptions concerning anticipated results at the time made, may or may not prove to be correct, and are subject to significant economic, competitive, and regulatory uncertainties and contingencies beyond the Seller’s control. Past performance may not be necessarily indicative of future performance. Consequently, no assurances are made or implied as to the reliability of such estimates or projections, and the inclusion of estimates and projections herein should not be regarded as a representation that the estimated or projected results will be achieved. No independent accounting firm has examined or reviewed the financial estimates or projections contained herein.





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## ADDITIONAL INFORMATION

*Please direct all questions regarding the Communities or the transaction to:*

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*Managing Director*  
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mshaffer@ziegler.com



# I. EXECUTIVE SUMMARY



ESKATON\_005117





# TRANSACTION OVERVIEW

Eskaton is a not-for-profit 501(c)(3) California corporation, which was formed in 1968. Eskaton’s primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services. Eskaton also operates nonmedical homecare services, adult day healthcare services and various community service programs.

Eskaton Properties, Inc. (“EPI”) owns and operates four Skilled Nursing properties in greater Sacramento, CA; one as part of a Continuing Care Retirement Community, and three standalone skilled nursing properties. The standalone properties include Eskaton Care Center Fair Oaks (“Fair Oaks”), Eskaton Care Center Greenhaven (“Greenhaven”), and Eskaton Care Center Manzanita (“Manzanita”)(collectively the “Portfolio” or “Communities”).

Eskaton seeks to sell the Portfolio to divest of its Skilled Nursing Properties and focus resources on expanding and growing retirement housing communities, home health services, and CCRC interests.

The following tables summarizes the Portfolio’s operating results for the 2019, 2020, and 2021 fiscal years and the trailing twelve month period (ending September 30, 2022). Detailed income statements and additional financial considerations can be found in the *Financial Performance* section.

Source Period Ending	Actual FYE 12/31/2019	Actual FYE 12/31/2020	Actual FYE 12/31/2021	Actual TTM 9/30/2022
<b>Payor Mix:</b>				
Private	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	<u>3.7%</u>	<u>3.2%</u>	<u>3.1%</u>	<u>3.1%</u>
Total %	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Total Patient Days</b>	<b>127,057</b>	<b>108,325</b>	<b>103,806</b>	<b>100,098</b>
<b>Available Beds</b>	<b>383</b>	<b>391</b>	<b>391</b>	<b>391</b>
<b>Occupancy %</b>	<b>90.9%</b>	<b>75.7%</b>	<b>72.7%</b>	<b>70.1%</b>
<b>Operating Revenue</b>	<b>\$48,427,050</b>	<b>\$41,390,921</b>	<b>\$44,048,973</b>	<b>\$41,337,440</b>
<b>Operating Expenses</b>	<b>\$45,418,930</b>	<b>\$41,740,015</b>	<b>\$42,941,890</b>	<b>\$50,485,256</b>
<b>Adj. EBITDAM</b>	<b>\$3,008,120</b>	<b>(\$349,094)</b>	<b>\$1,107,083</b>	<b>(\$9,147,816)</b>
<b>Adj. EBITDAM Margin %</b>	<b>6.2%</b>	<b>-0.8%</b>	<b>2.5%</b>	<b>-22.1%</b>

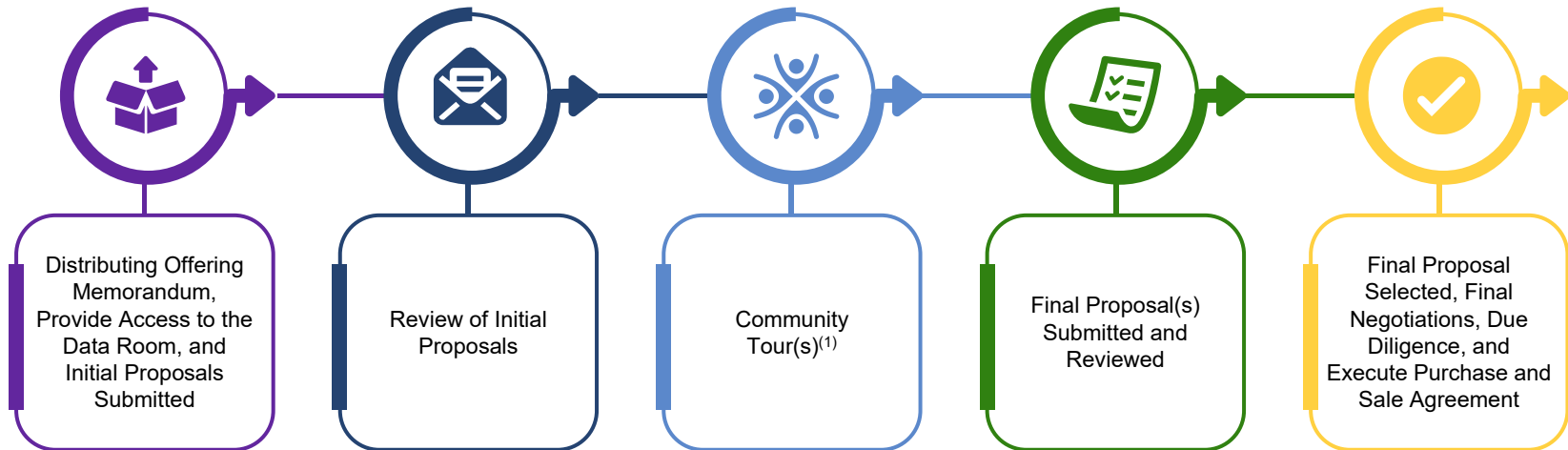
# TRANSACTION PROCESS

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring divestiture strategic alternatives for the Communities. The Seller has authorized Ziegler to approach a select provider/investor group and solicit proposals to acquire the Communities' assets.

Prospective purchasers should assume "assets" include all community-based assets including inventory, personal property, land, buildings and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

**The Seller is extremely sensitive to confidentiality in this matter.** Consequently, offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which proposal is pursued.

## THE SELLER WOULD LIKE TO ADHERE TO THE PROCESS OUTLINED BELOW:



1) Subject to the Communities' COVID-19 protocols and guidelines.

**Please note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Communities should be contacted directly under any circumstances. Under no circumstances are tours or "mystery shopping" of the Communities allowed without Ziegler and Eskaton's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

# TRANSACTION STRENGTHS

## Geographic Concentration

The Portfolio properties are located in the greater Sacramento area, the state capital of California. The Sacramento metropolitan area has been one of the fastest growing urban regions in the U.S. and holds the Central Valley and Sierra Nevada regions of the state. Sacramento is one of the world’s most important agricultural areas and is home to Lake Tahoe, and several ski and nature resorts. The Facilities are easily accessible by interstate and state highways. The geographic locations allows for economies of scale in terms of staffing and management oversight.

## Value-add potential

Consolidated occupancy for the trailing twelve-month period ending September 30, 2022 for the Portfolio was 70%. The Portfolio averaged 90% occupancy from 2017-2019 prior to COVID, and a prospective purchaser could benefit from the Portfolio’s value-add potential.

## Bolstered Revenues through Medi-Cal Rate Enhancement

California’s Medi-Cal program establishes the methodology used to develop the rates paid to Medi-Cal managed care organizations. In general, for any given rate-setting year, DHCS and its actuary employ a combination of plan-specific utilization and risk adjusted county average utilization to inform each plan’s rates. The Medi-Cal reimbursement rates have increased across the portfolio from the 2019 to 2022 cost report years with the average across the Portfolio increasing from \$260.14 to \$326.07, respectively (see table to the right). For note, there is a lag involved in the process; the rates are based on data from about 24 months prior to the beginning of the rate year.

MEDI-CAL RATES				
Cost Report Year				
Effective	2019	2020	2021	2022
Fair Oaks	\$245.03	\$278.55	\$313.27	\$300.83
Greenhaven	\$244.60	\$266.60	\$293.07	\$304.90
Manzanita	\$290.80	\$327.51	\$361.27	\$372.48
Average	\$260.14	\$290.89	\$322.54	\$326.07

# OVERVIEW OF CARE AND SERVICES

The Portfolio's primary function is to offer continuous nursing, medical, and other health and social services on a 24-hour basis, under physician-directed care and RN supervisor. The Facilities serve patients who are not in the acute phase of illness, or requiring services in a hospital, but instead require primary, restorative, or skilled nursing services on an inpatient or custodial care basis with the goal being to restore patients' degree of self-care in essential daily living.

CMS STAR RATINGS				
Facility	Overall	Health	Staffing	Quality
Fair Oaks	4	2	5	4
Greenhaven	5	4	4	5
Manzanita	5	4	5	5
<b>Average</b>	<b>4.7</b>	<b>3.3</b>	<b>4.7</b>	<b>4.7</b>

## Clinical Services

- 24-hour Nursing Care
- 24-hour Physician On-Call
- Short Term Rehabilitation
- Respite
- Long Term Care
- IV Administration
- Pain Management
- Post-Surgical Care
- Respiratory Therapy
- Wound Care / Wound Vac
- Cardiac & Diabetic Rehab Focus
- Transitional CARE Nurse Practitioner
- Stroke Recovery
- Hospice / Palliative Care
- 7 Day/Week Admissions
- HIV/AIDS Management

## Rehabilitation Services

- Cardiac: CHF, LVAD, Life Vest, & Pacemaker
- Physical, Occupational, & Speech Therapies
- Orthopedic Recovery Program
- Neurological Recovery Program
- Restorative Therapy
- Pulmonary Rehabilitation
- Recreational Therapy
- Joint Replacement Therapy
- Dedicated Rehab Unit
- Arthritis Pain Management

## Support & Ancillary Services

- Care Transitions
- Social Service Support
- On-Site Podiatry, Dental, & Optometry Services
- Bereavement Accommodations
- 24-Hour Pharmacy
- TVs & Satellite / Cable Available
- Multi-Denominational Weekly Religious Services
- Dining
- Beauty Shop
- Volunteer Program

## Social Services

- Dental, Vision, Podiatry, Audiology
- Dementia Assessment
- Psychosocial & Psychiatric Evals.
- Individual Therapy
- Transportation Arrangements
- Appointment Accompanying

ESKATON\_005122





## II. KEY CONSIDERATIONS





# TRANSACTION STRUCTURE

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring strategic alternatives for the Portfolio. Strategic alternatives include, but are not limited to divesting the Portfolio's assets. The Seller is looking to divest its three skilled nursing properties to focus on its senior housing properties. The Seller has authorized Ziegler to approach select provider/investor groups and solicit proposals to acquire the Portfolio's assets. **TIMING AND EXECUTION CERTAINTY ARE IMPORTANT TO THE SELLER.**

Prospective purchasers should assume "assets" include all Portfolio-based assets including inventory, personal property, land, buildings, and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits, and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

The Seller is extremely sensitive to confidentiality in this matter. Consequently, the offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which (if any) proposal is pursued.

The Seller would like to adhere to the process outlined below:

1. Distribute Offering Memorandum, Provide Access to the Data Room
2. Initial Proposals Submitted
3. Review of Initial Proposals
4. Portfolio Tour(s) <sup>1</sup>
5. Final Proposal(s) Submitted and Reviewed
6. Proposal Selected, Final Negotiations, Due Diligence, and Signed Purchase and Sale Agreement

**Note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Portfolio should be contacted directly under any circumstances. Under no circumstances are tours or mystery shopping of the Portfolio allowed without Ziegler and Seller's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

*1. Portfolio Tour(s) subject to Seller approval.*

## DISCLAIMER

The Seller and Ziegler expressly reserve the right, without giving reasons, at any time and in any respect, to amend, modify or terminate these procedures or to negotiate with any party with respect to a transaction involving the Portfolio. The Seller will not have an obligation to accept any offer, whether or not it represents the highest value. The Seller expressly reserves the right, in their sole and absolute discretion, to reject any or all offers without giving any reasons therefor. The Seller also expressly reserves the right, without giving reasons therefor, at any time and in any respect, to terminate discussions with any or all potential purchasers.

Interested parties are encouraged to promptly review the Offering Memorandum and, if interested, prepare proposals as quickly as is practicable. The Seller would like to receive initial proposals no later than December 16, 2022.

Please note that the Seller has elected not to assign a specific timetable for the various phases (except for submission of initial proposals) as they may elect to accelerate the process for proposal(s) that are particularly compelling.

Written preliminary proposals should include:

- A non-binding estimate of the cash acquisition value, as well as a brief description of the transaction structure;
- An indication of the source(s) of financing contemplated for the potential acquisition, including the proposed debt and equity structure, the availability of the proposed capital structure, and any contingencies with respect thereto;
- A specific list of additional information required to complete the investigation of the Portfolio;
- A list of corporate, shareholder or regulatory approvals required to consummate the transaction (if any);
- The name of outside advisors (including legal representation) you have engaged or plan to engage (if any) to assist you in evaluating and documenting this transaction;
- A discussion of your organization's historical operating track record in California (including a list of properties operated in the state), as well as any other state(s) you operate in;
- A discussion of how your organization arrived at the suggested value of the Portfolio; and
- A preliminary timetable required to consummate the transaction.

ESKATON\_005125

# KEY CONSIDERATIONS

## Implementation of New Technology

Greenhaven partnered with SafelyYou, an innovative artificial technology (AI) system designed to detect and reduce fall risk for older adults; becoming the first SNF in California to be approved by the Department of Health Services to pilot and integrate this program.



## Geographic Efficiencies

The tight geographic proximity of the Communities allows for significant economies of scale in terms of staffing and management oversight.



## 24-hour Care

The Communities offer around-the-clock nursing care as well as a 24-hour on-call physician.



## Located in the Capital of California

The Communities are located in the greater Sacramento area. Sacramento is the state capital of California, and a growing urban region.



## Continual Cap-Ex Reinvestments

Eskaton continually reinvests capital into its property, plant, and equipment. Since 2019, the annualized average capital expenditure per bed is over \$1,900 per bed across the portfolio.



## Strong CMS Star Ratings

The communities average a 4.7 CMS star rating, with Green Haven and Manzanita rated 5 overall, and Fair Oaks rated 4.



## Proximity to Healthcare

Each community is located within a 10 mile radius to nearby hospitals and healthcare centers.

**III. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
FAIR OAKS**





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FAIR OAKS

GREENHAVEN

MANZANITA

MARKET  
ANALYSIS

FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS

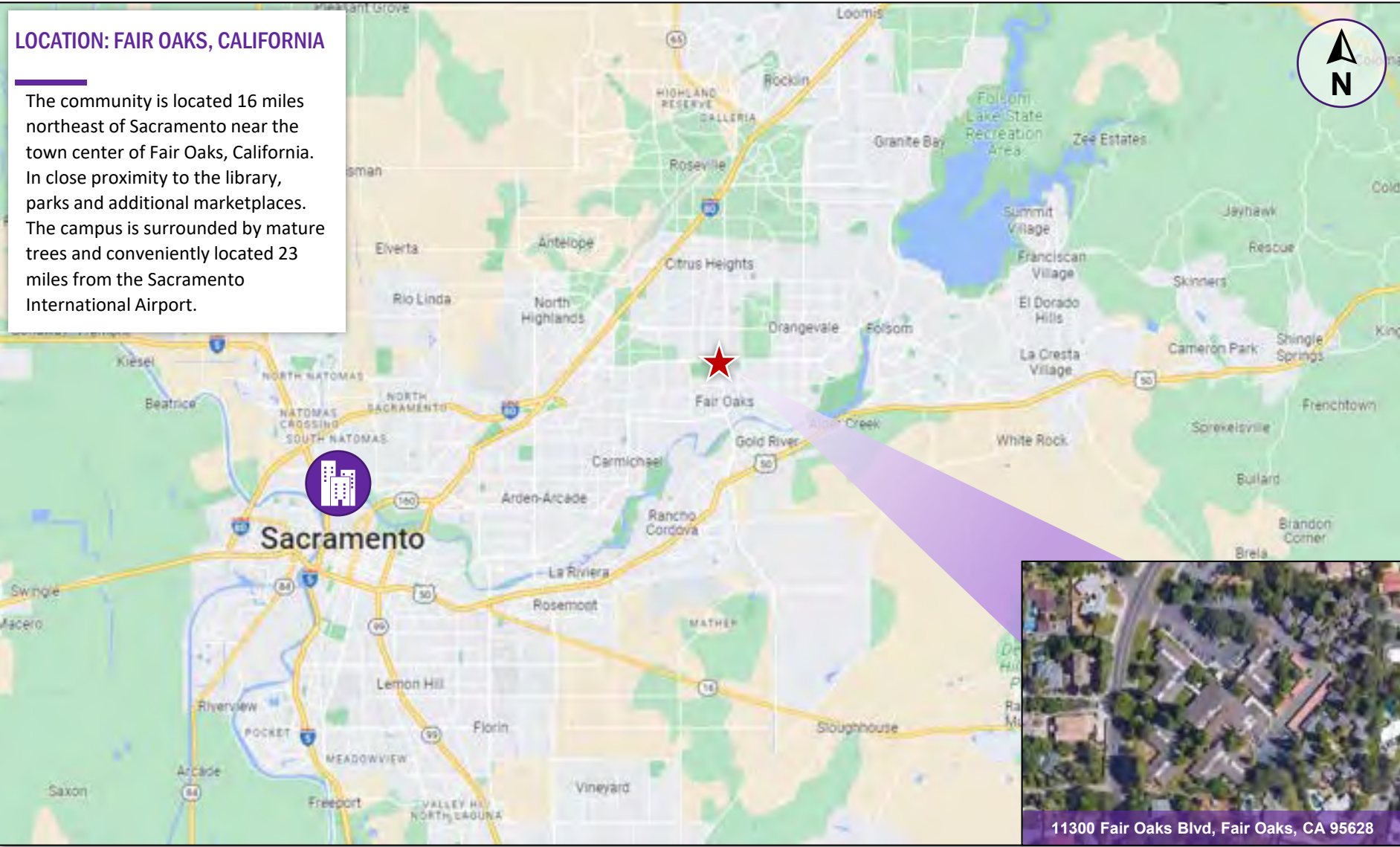
ESKATON\_005128



# FAIR OAKS - LOCATION

## LOCATION: FAIR OAKS, CALIFORNIA

The community is located 16 miles northeast of Sacramento near the town center of Fair Oaks, California. In close proximity to the library, parks and additional marketplaces. The campus is surrounded by mature trees and conveniently located 23 miles from the Sacramento International Airport.



11300 Fair Oaks Blvd, Fair Oaks, CA 95628



# FAIR OAKS - NEIGHBORHOOD



- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS**
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

ESKATON\_005130



# FAIR OAKS – AERIAL OVERVIEW



# FAIR OAKS – COMMUNITY SUMMARY & OPERATIONAL ANALYSIS

FAIR OAKS | 149 LICENSED BEDS | 148 OPERATING BEDS | FAIR OAKS, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23301420480000
Address	11300 FAIR OAKS BLVD
Postal City, Zip	FAIR OAKS 95628
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 233, Page 014

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-435
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$981,434
Improvement Value	\$11,397,268
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,378,702
Other Exemption	(\$12,378,702)
Net Assessed Value	\$0
FY 2022 Property Tax	\$556.80

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	3.00 acres
Last sale date	5/31/1989

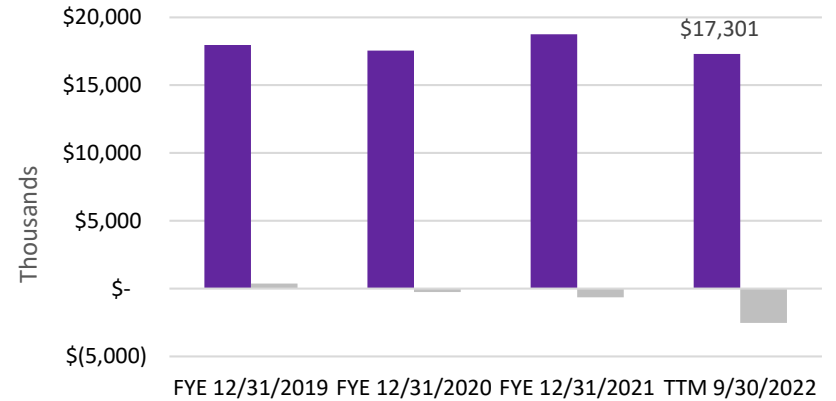
### PROPERTY BUILDING INFORMATION

Gross Building Area	57465 sq ft
Net Rentable Area	57465 sq ft
Ground Floor Area	57465 sq ft
Year Built	1983
Effective Year	1983
Stories	1
Quality Class	Average

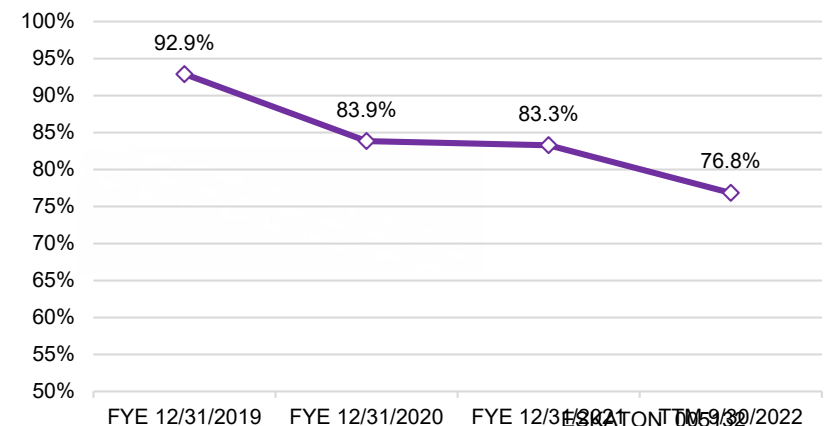
## Operations Analysis



### Historical Revenue & EBITDA\* Trends

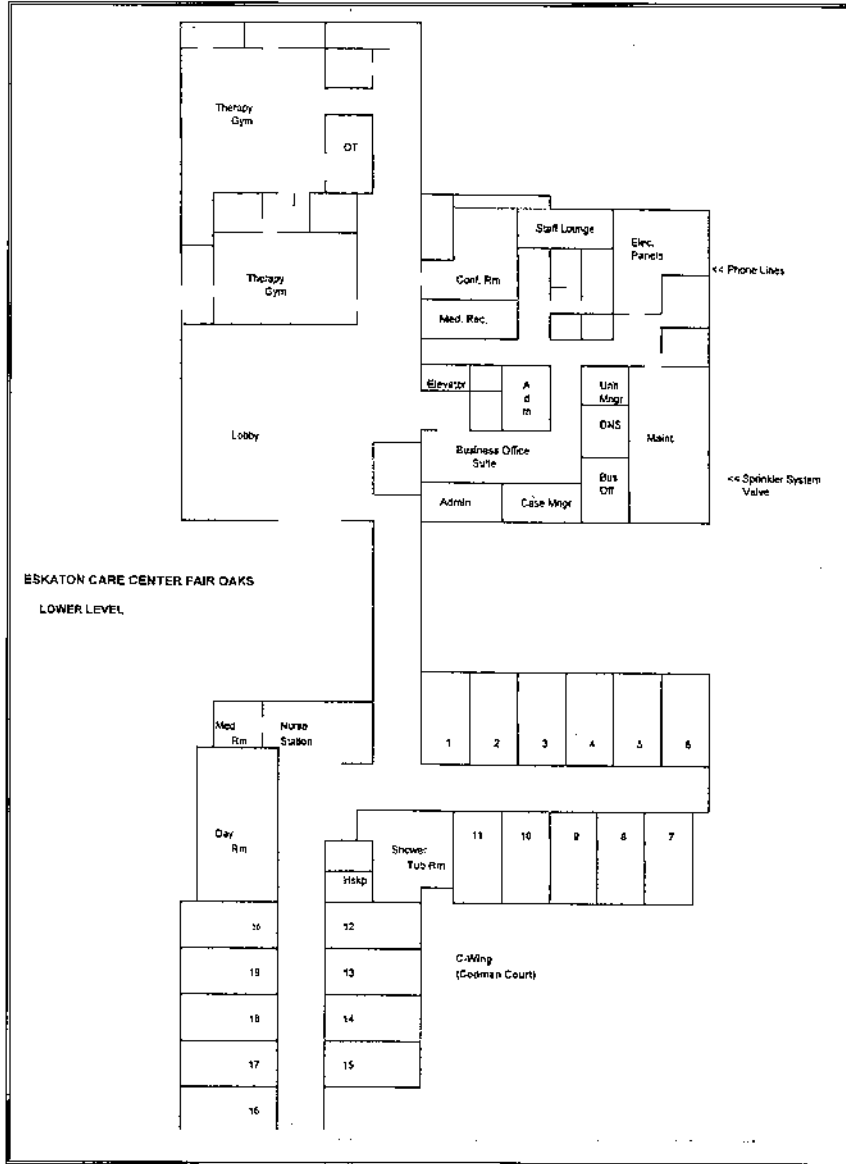


### Occupancy Trends

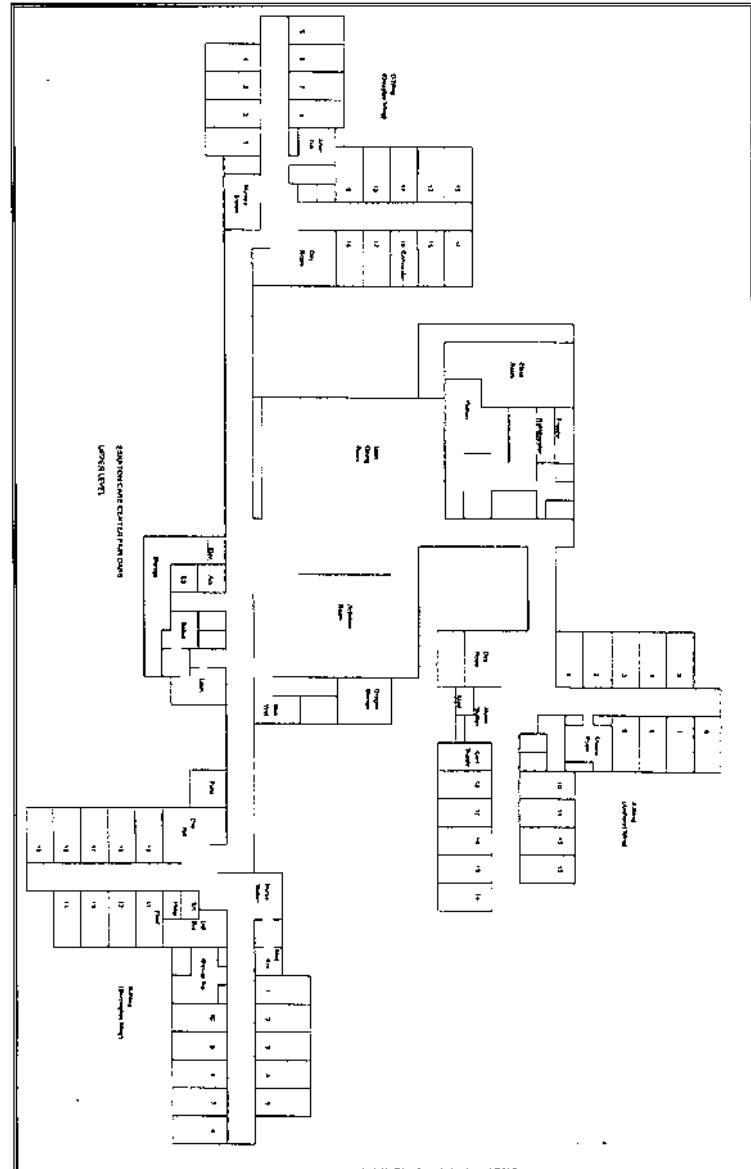


\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

# FAIR OAKS - BUILDING SITE PLAN



Lower Wing

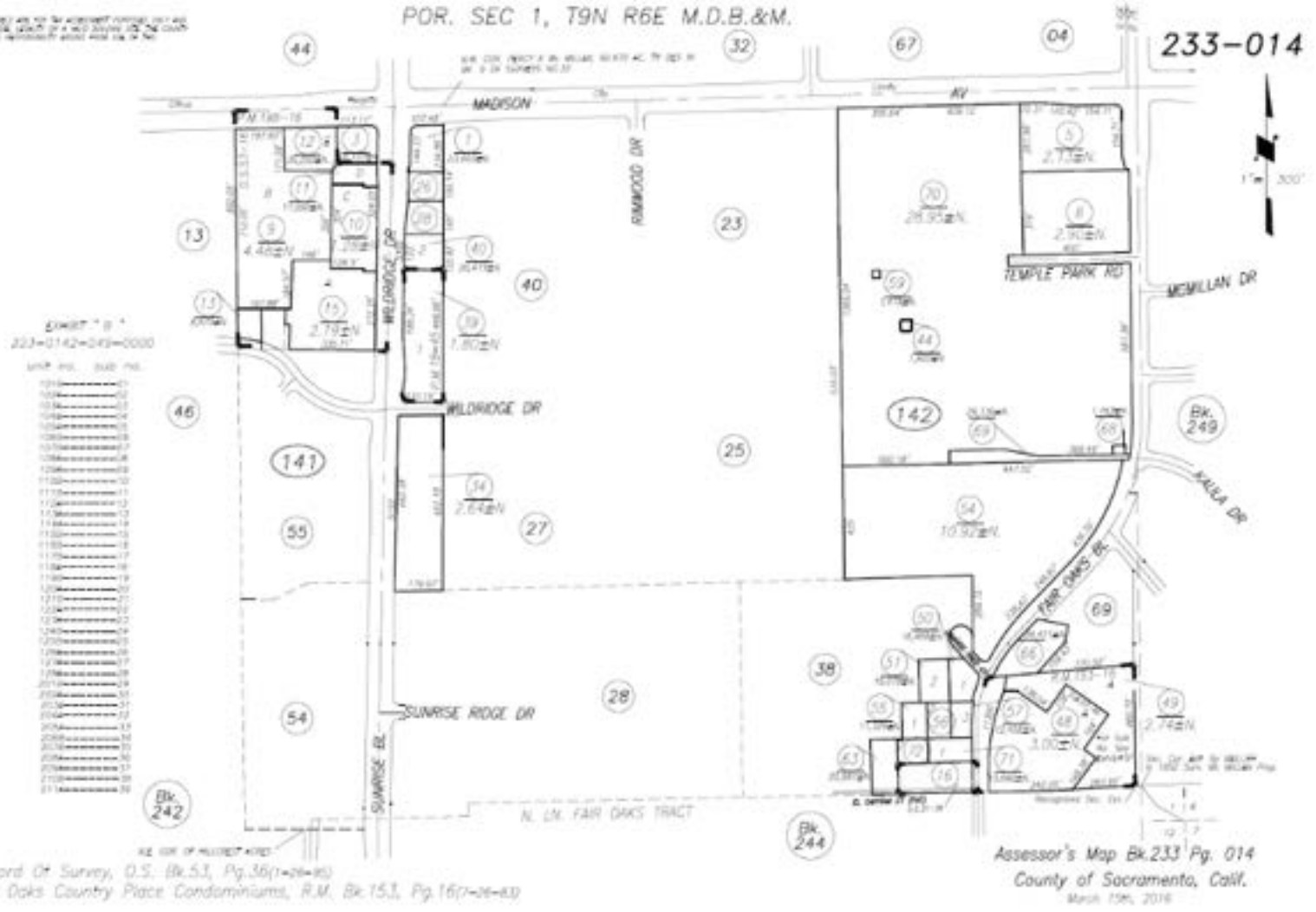


Upper Wing

ESKATON\_005133

# FAIR OAKS - SITE MAP

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**IV. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
GREENHAVEN**





EXECUTIVE  
SUMMARY

KEY  
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FAIR OAKS

GREENHAVEN

MANZANITA

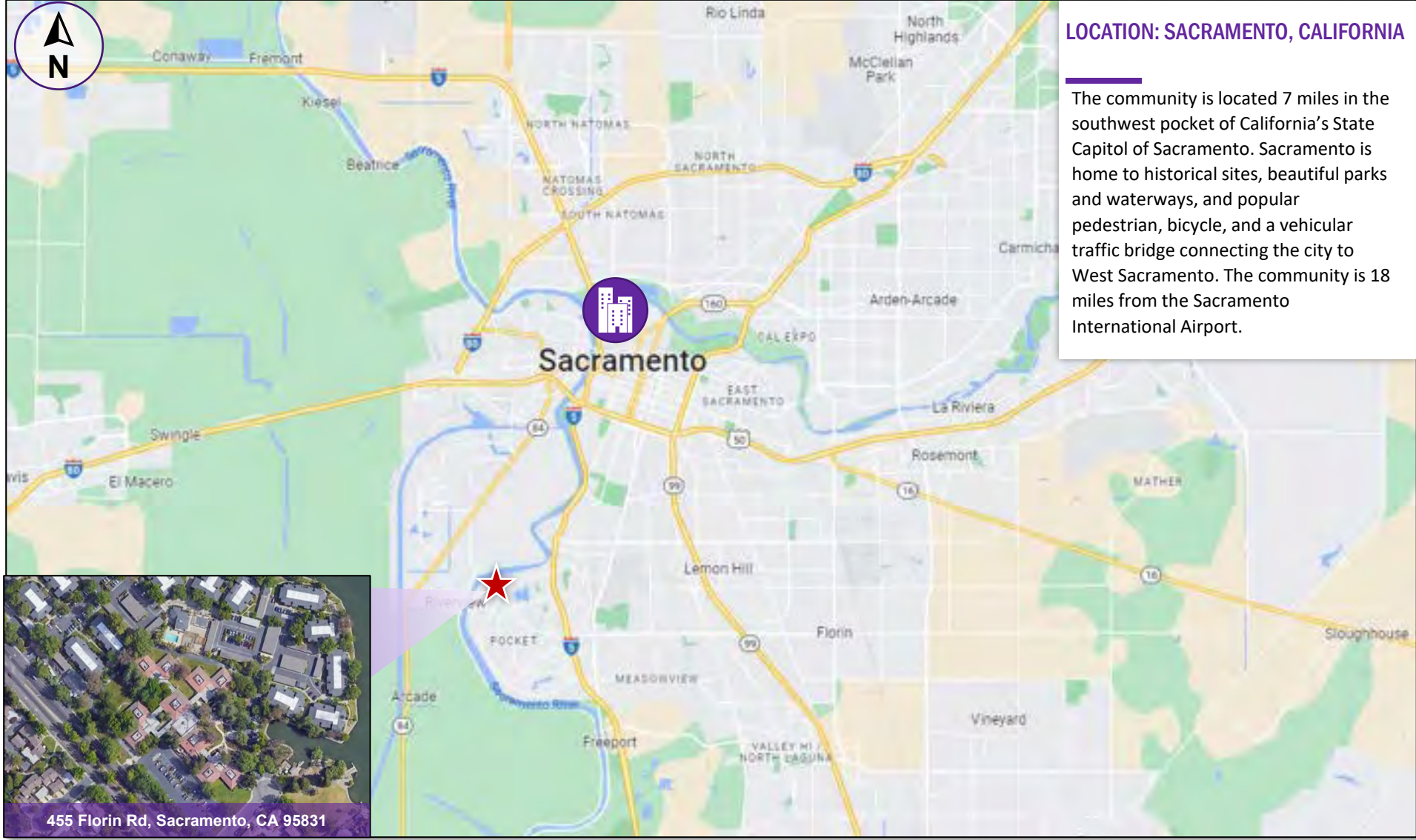
MARKET  
ANALYSIS

FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS

ESKATON\_005136

# GREENHAVEN - LOCATION



## LOCATION: SACRAMENTO, CALIFORNIA

The community is located 7 miles in the southwest pocket of California's State Capitol of Sacramento. Sacramento is home to historical sites, beautiful parks and waterways, and popular pedestrian, bicycle, and a vehicular traffic bridge connecting the city to West Sacramento. The community is 18 miles from the Sacramento International Airport.



# GREENHAVEN - NEIGHBORHOOD



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GREENHAVEN

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ESKATON\_005138



# GREENHAVEN - AERIAL OVERVIEW



ESKATON\_005139

# GREENHAVEN – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

GREENHAVEN | 148 LICENSED BEDS | 148 OPERATING BEDS | SACRAMENTO, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	03007300020000
Address	455 FLORIN RD
Postal City, Zip	SACRAMENTO 95831
Jurisdiction	City of Sacramento
County Supervisor District	Patrick Kennedy - District 2
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 030, Page 073

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	03-165
Jurisdiction Used on Most Recent Tax Roll	SACRAMENTO
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$2,028,323
Improvement Value	\$10,371,620
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,399,943
Other Exemption	(\$12,399,943)
Net Assessed Value	\$0
FY 2022 Property Tax	\$10,420.68

### LAND INFORMATION

Zoning	R-2A - MULTI-FAMILY RESIDENTIAL 17 UNITS / ACRE
Approx. Parcel Area	4.92 acres
Last sale date	5/31/1989

### PROPERTY BUILDING INFORMATION

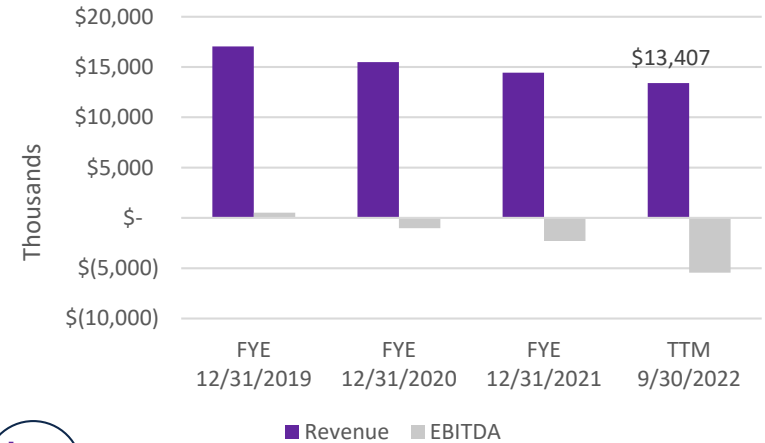
Gross Building Area	49488 sq ft
Net Rentable Area	46044 sq ft
Ground Floor Area	49488 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Average

\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

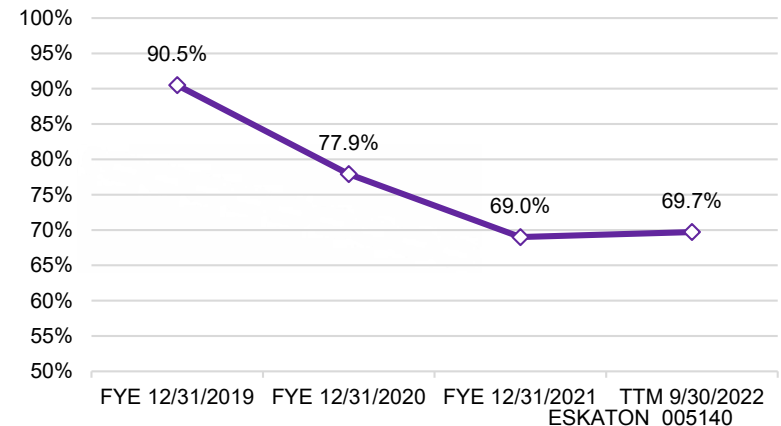
## Operations Analysis



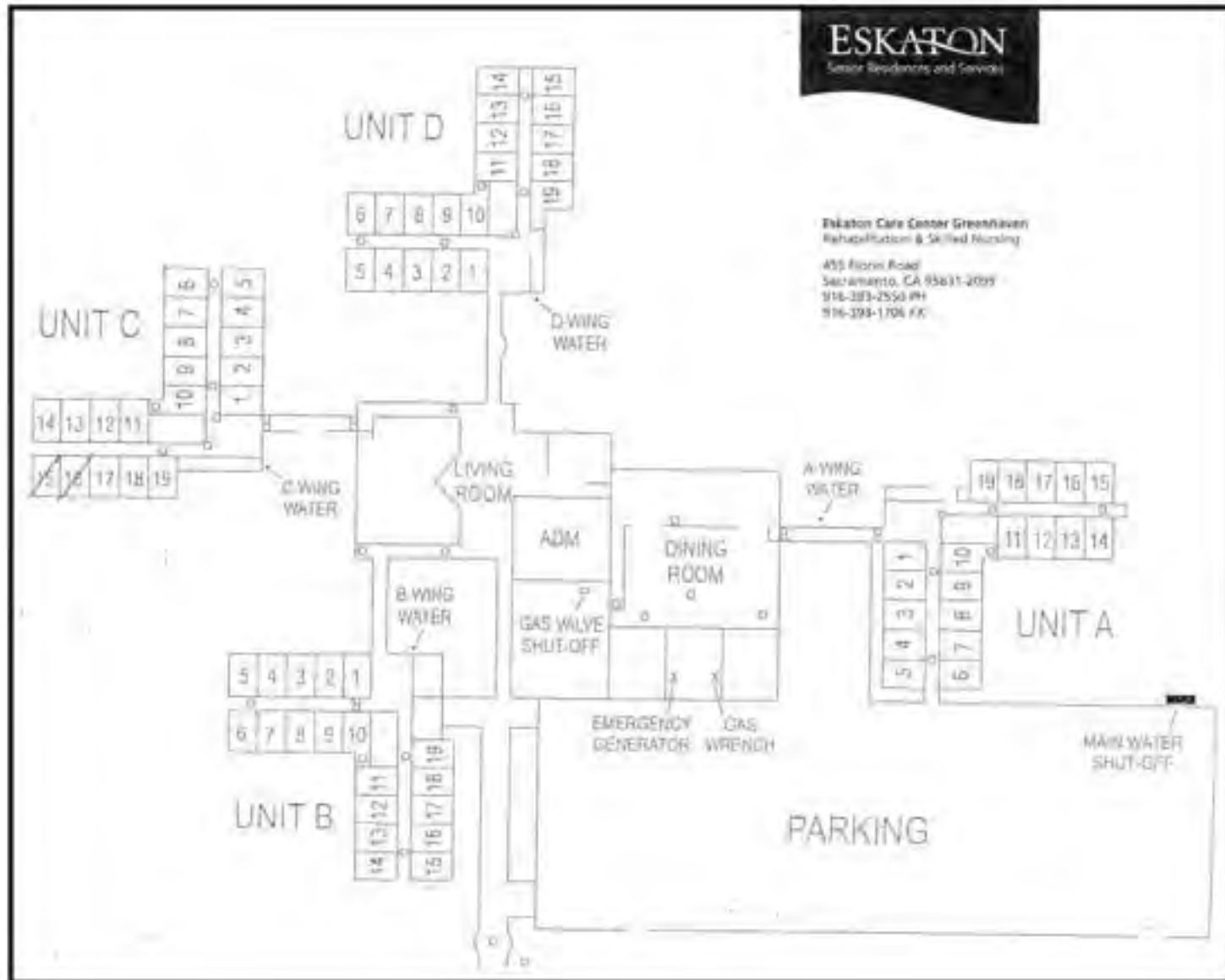
### Historical Revenue & EBITDA\* Trends



### Occupancy Trends



# GREENHAVEN - BUILDING SITE PLAN

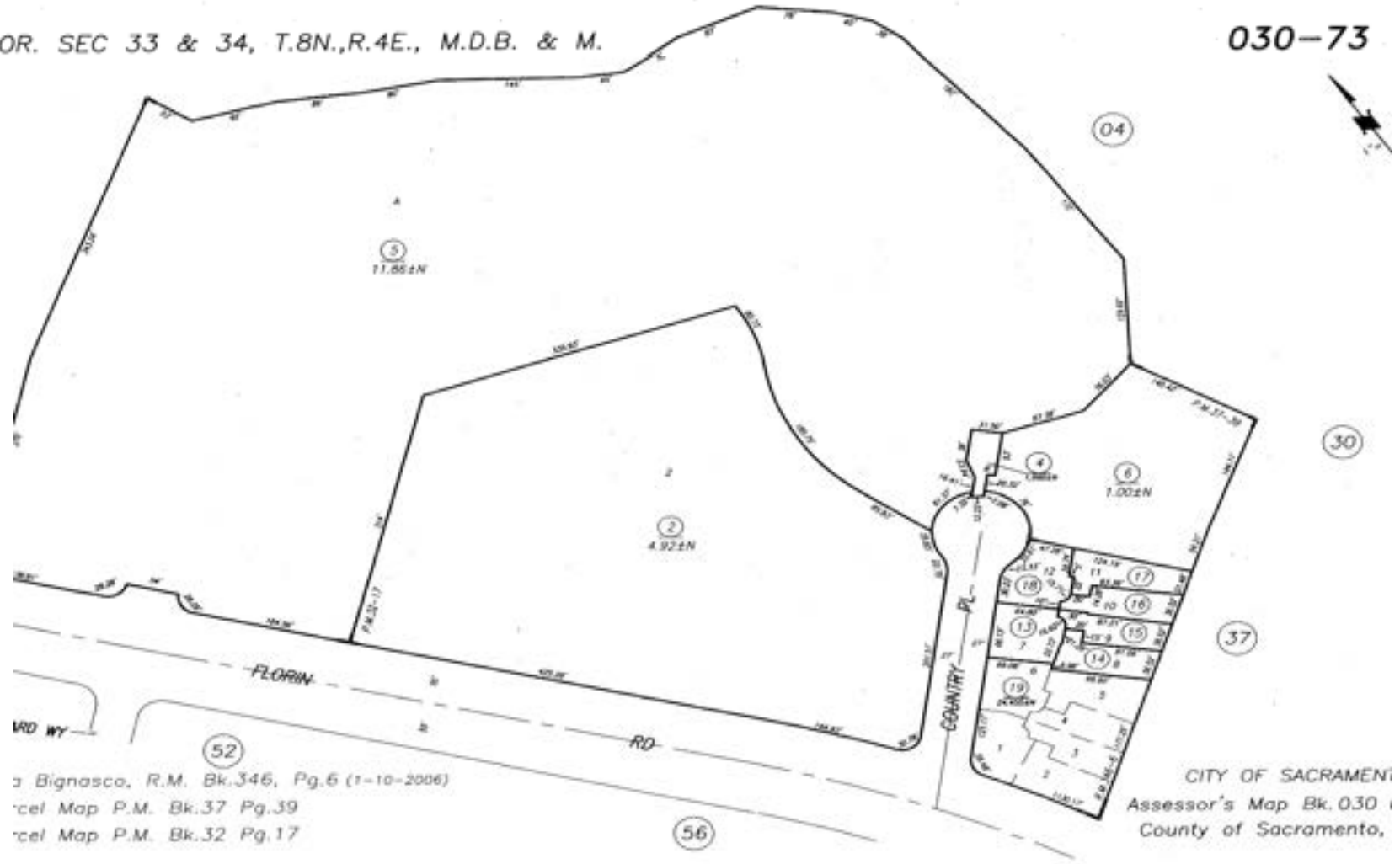


ESKATON\_005141

# GREENHAVEN - SITE MAP

OR. SEC 33 & 34, T.8N.,R.4E., M.D.B. & M.

030-73



1 Bignasco, R.M. Bk.346, Pg.6 (1-10-2006)  
 2 cel Map P.M. Bk.37 Pg.39  
 3 cel Map P.M. Bk.32 Pg.17

CITY OF SACRAMENTO  
 Assessor's Map Bk.030  
 County of Sacramento,

ESKATON\_005142

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KEY CONSIDERATIONS

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GREENHAVEN

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**V. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
MANZANITA**







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MARKET  
ANALYSIS

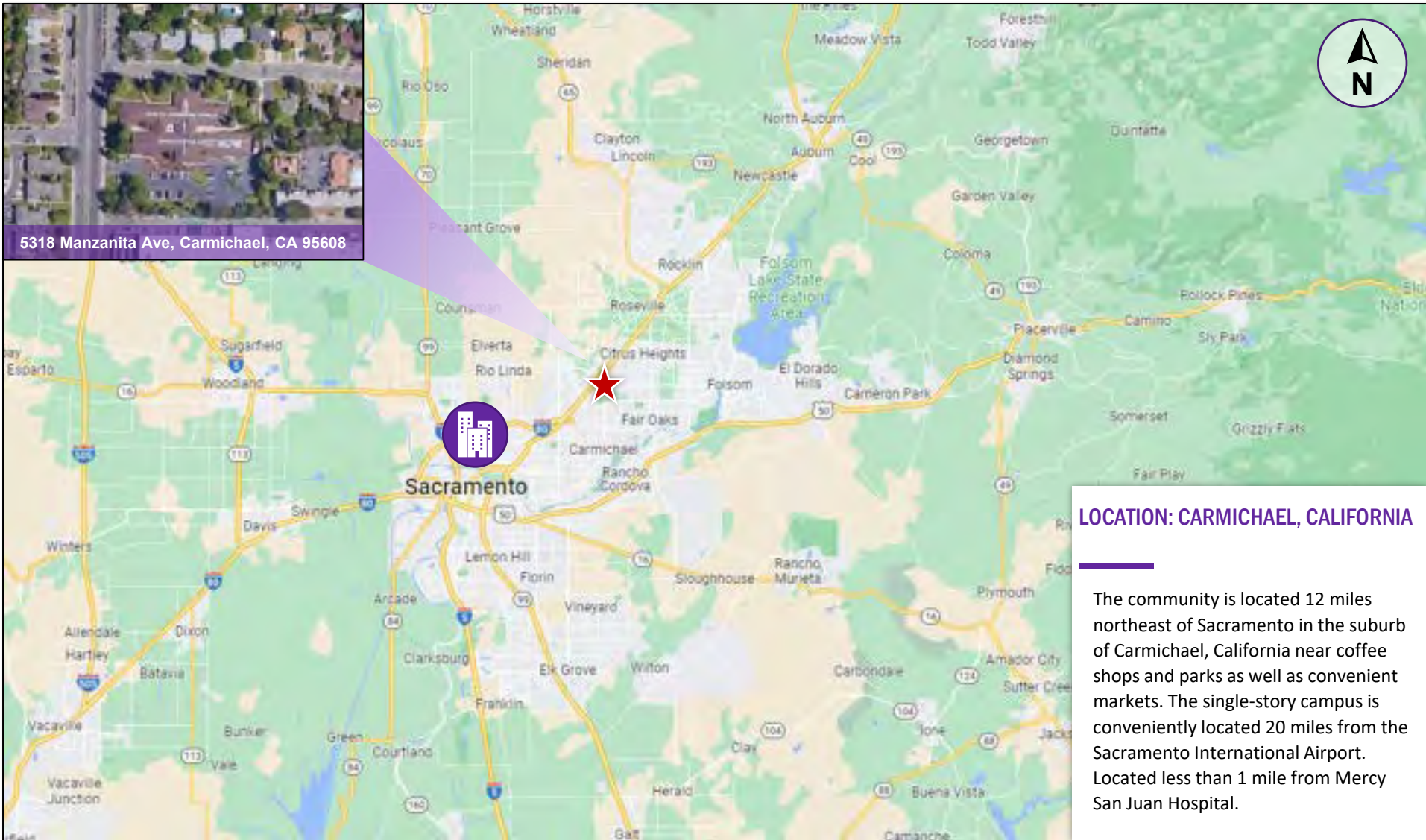
FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS

# MANZANITA - LOCATION



5318 Manzanita Ave, Carmichael, CA 95608



## LOCATION: CARMICHAEL, CALIFORNIA

The community is located 12 miles northeast of Sacramento in the suburb of Carmichael, California near coffee shops and parks as well as convenient markets. The single-story campus is conveniently located 20 miles from the Sacramento International Airport. Located less than 1 mile from Mercy San Juan Hospital.

ESKATON\_005145



# MANZANITA - NEIGHBORHOOD



- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

ESKATON\_005146



# MANZANITA - AERIAL OVERVIEW



ESKATON\_005147

# MANZANITA – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

MANZANITA | 99 LICENSED BEDS | 95 OPERATING BEDS | CARMICHAEL, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23200740070000
Address	5318 MANZANITA AVE
Postal City, Zip	CARMICHAEL 95608
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 232, Page 007

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-058
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$159,860
Improvement Value	\$2,884,783
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$3,044,643
Other Exemption	(\$3,044,643)
Net Assessed Value	\$0
FY 2022 Property Tax	\$110.11

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	2.81 acres
Last sale date	12/5/1984

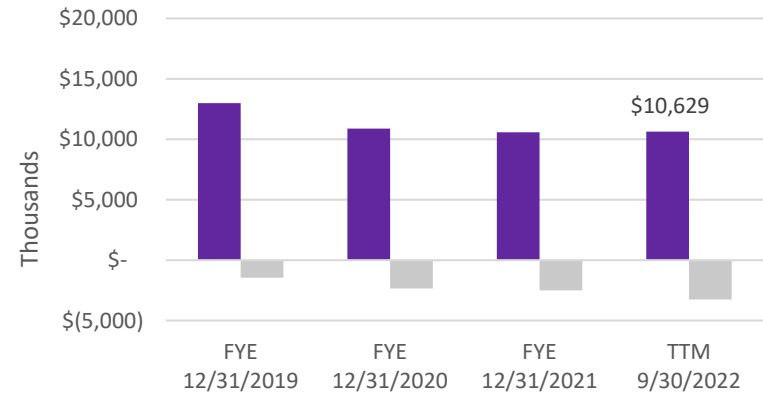
### PROPERTY BUILDING INFORMATION

Gross Building Area	29,559 sq ft
Net Rentable Area	29,559 sq ft
Ground Floor Area	29,559 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Good

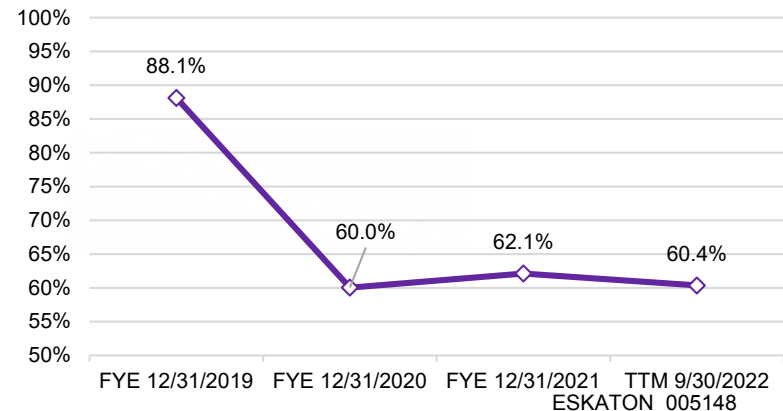
## Operations Analysis



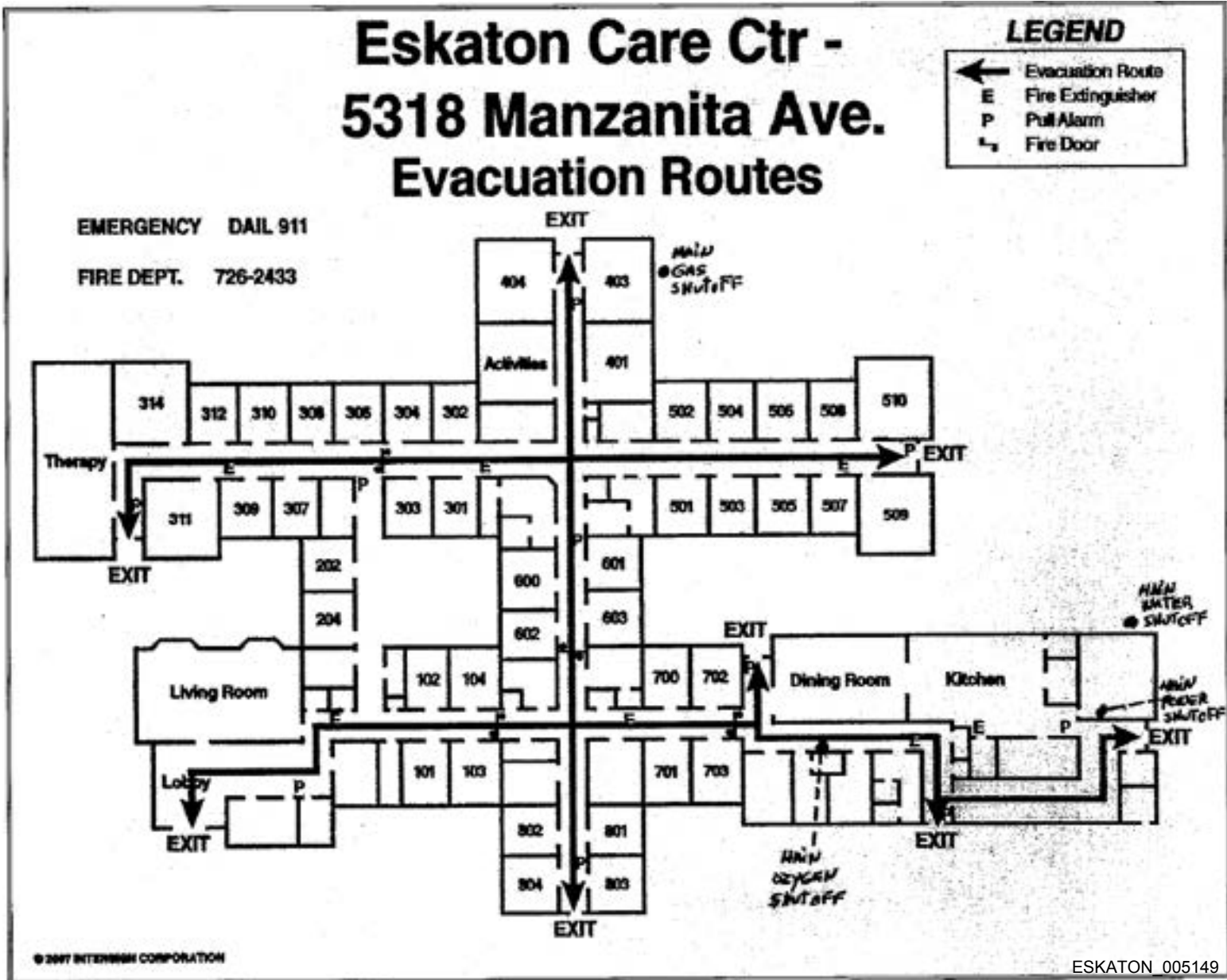
### Historical Revenue & EBITDA\* Trends



### Occupancy Trends



\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization





# MANZANITA - SITE MAP

POR. SEC. 4, T.9N., R.6E., M.D.B. & M.



Por. Merrihill Unit No. 2, R.M. Bk46, Pg.33 (7-3-1957)  
 Record of Survey, O.S. Bk42, Pg.36 (11-18-1987)  
 Record of Survey, O.S. Bk46, Pg.33 (9-3-1994)

Assessor's Map Bk.232 Pg. 07  
 County of Sacramento, Calif.

## VI. MARKET ANALYSIS AND COMPETITION OVERVIEW







EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

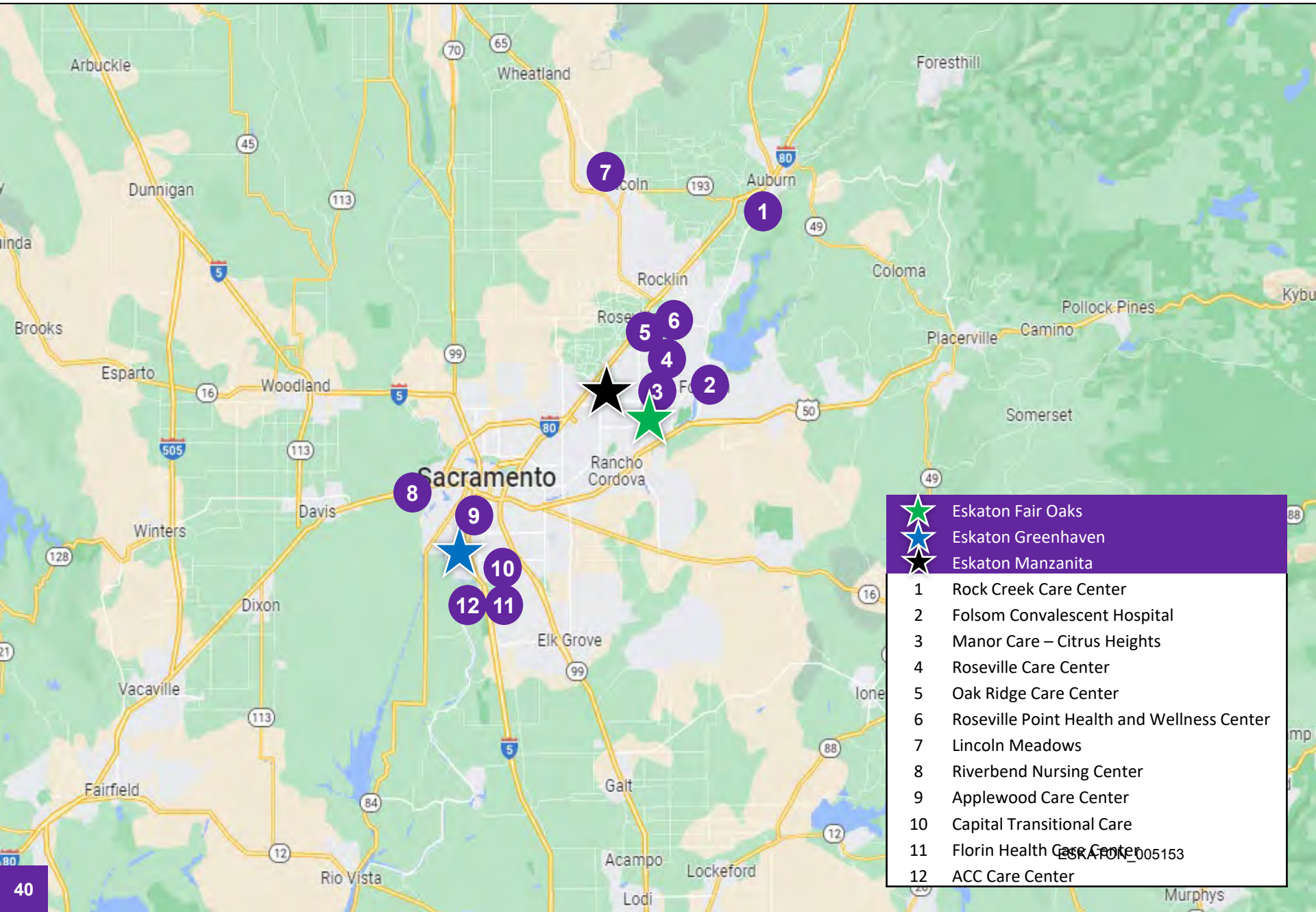
MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

# COMPETITION MAP





# COMPETITION OVERVIEW



EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN













MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

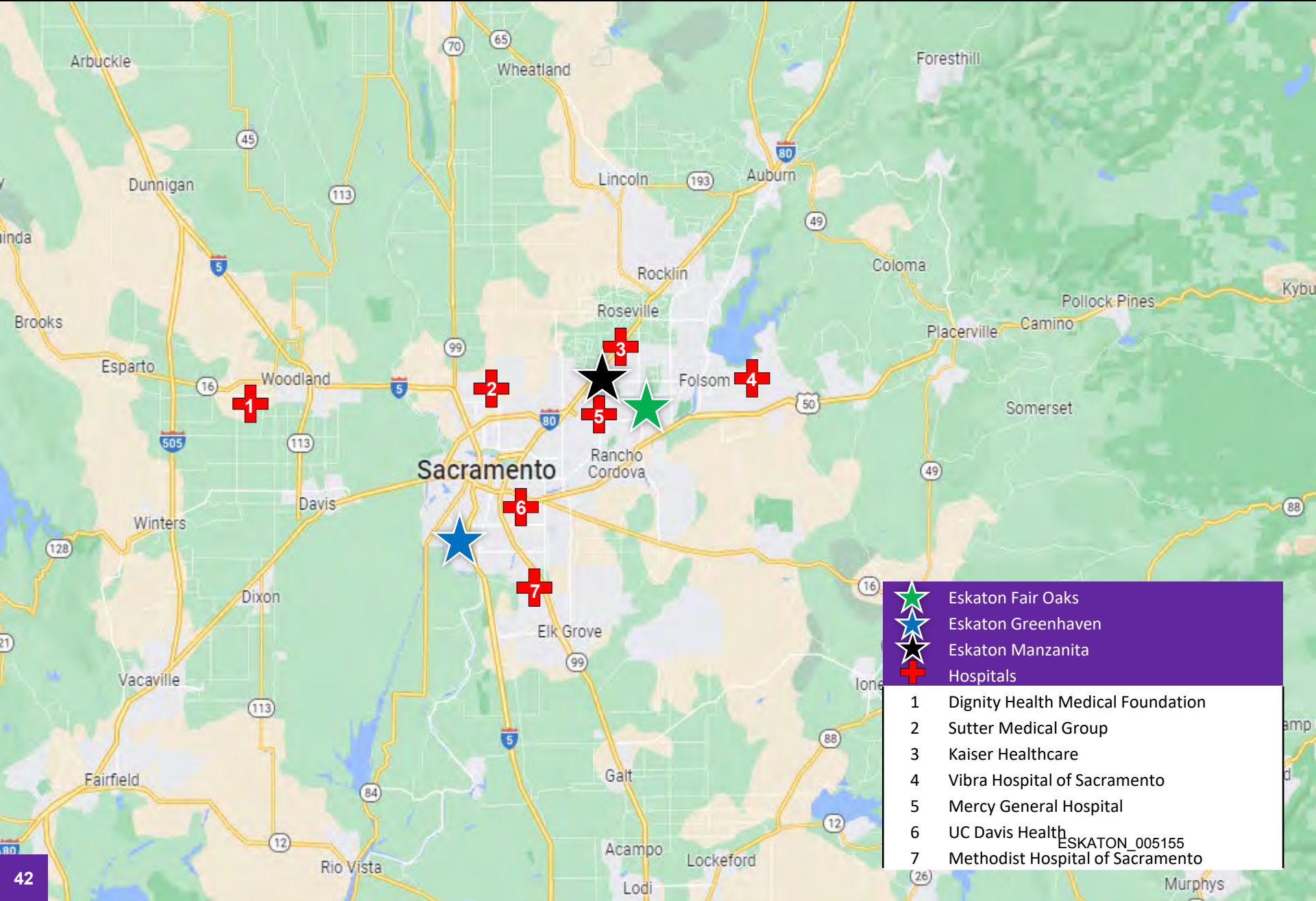
41

	1	2	3	4	5	6
						
Property Name	Rock Creek Care Center	Folsom Convalescent Hospital	ManorCare – Citrus Heights	Roseville Care Center	Oak Ridge Care Center	Roseville Point Health and Wellness Center
Year Built	1964	1970	1988	1968	1963	1970
Community Type	SNF	SNF	SNF	SNF	SNF	SNF
Operator	Plum Healthcare Group LLC	-	ProMedica	Plum Healthcare Group LLC	-	Core Healthcare
SNF Beds	84	99	149	180	66	98
	7	8	9	10	11	12
						
Property Name	Lincoln Meadows	Riverbend Nursing Center	Applewood Post-Acure	Capital Transitional Care	Florin Health Care Center	ACC Care Center
Year Built	1987	1968	1970	1965	1970	1987
Community Type	SNF	SNF	SNF	SNF	SNF	SNF
Operator	Plum Healthcare Group LLC	Omnicare	Meridian Healthcare Management	Covenant Care	Ricky Martin & Brian Boeher	ACC Senior Services
SNF Beds	97	99	48	121	121	99

ESKATON\_005154



# HOSPITAL MAP



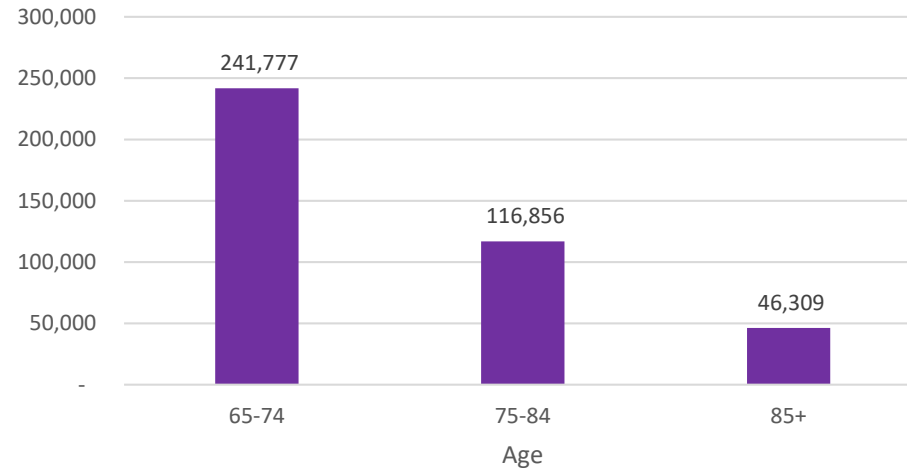
	Eskaton Fair Oaks
	Eskaton Greenhaven
	Eskaton Manzanita
	Hospitals
1	Dignity Health Medical Foundation
2	Sutter Medical Group
3	Kaiser Healthcare
4	Vibra Hospital of Sacramento
5	Mercy General Hospital
6	UC Davis Health
7	Methodist Hospital of Sacramento

ESKATON\_005155

# MARKET ANALYSIS – SACRAMENTO METROPOLITAN STATISTICAL AREA

Sacramento County covers 984 square miles and is home to the California state capital, 1.4 million residents and seven cities. The population of Sacramento County's unincorporated area is 564,657. If it were a city, it would be the largest in the greater Sacramento region and the 5th largest in the state. More than 2.4 million people live in the six-county Sacramento region. The area is the 20<sup>th</sup> largest media market in the country.

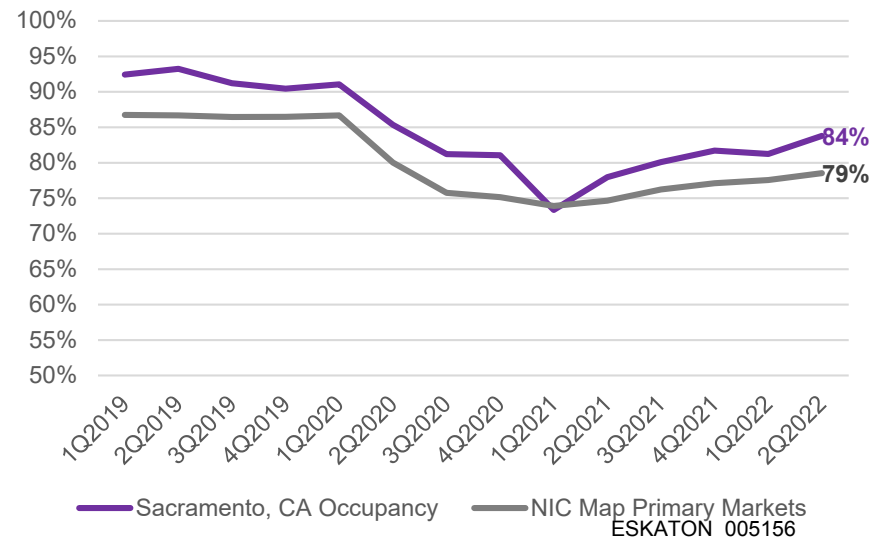
### Population



### Median Household Income



### Skilled Nursing Occupancy



Source: NIC MAP Vision

## VII. FINANCIAL PERFORMANCE







MANZANITA LOBBY



EXECUTIVE  
SUMMARY

KEY  
CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET  
ANALYSIS

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# CONSOLIDATED PORTFOLIO – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	127,057		108,325		103,806		100,098	
Operating SNF Beds	383		391		391		391	
Overall SNF Occupancy %	90.9%		75.7%		72.7%		70.1%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	48,250,625	379.76	44,173,339	407.79	44,070,366	424.55	41,290,317	412.50
Other Operating Revenues	176,425	1.39	102,171	0.94	61,013	0.59	47,123	0.47
COVID Revenues Adjustment	-	-	(2,884,589)	(26.63)	(82,406)	(0.79)	-	-
<b>Total Operating Revenue</b>	<b>\$ 48,427,050</b>	<b>\$ 381.14</b>	<b>\$ 41,390,921</b>	<b>\$ 382.10</b>	<b>\$ 44,048,973</b>	<b>\$ 424.34</b>	<b>\$ 41,337,440</b>	<b>\$ 412.97</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 25,153,649	\$ 197.97	\$ 24,379,504	\$ 225.06	\$ 23,871,678	\$ 229.96	\$ 25,300,777	\$ 252.76
Employee Benefits	8,157,437	64.20	8,658,547	79.93	7,833,561	75.46	8,182,354	81.74
Registry	1,216,744	9.58	1,183,480	10.93	4,204,868	40.51	6,537,382	65.31
Professional Fees	325,286	2.56	277,507	2.56	225,872	2.18	237,700	2.37
Supplies	2,296,983	18.08	2,705,292	24.97	2,405,295	23.17	2,322,098	23.20
Purchased Services	777,680	6.12	771,246	7.12	1,025,835	9.88	1,054,558	10.54
Ancillary Costs	2,976,689	23.43	1,905,048	17.59	2,148,303	20.70	2,069,639	20.68
Utilities	959,757	7.55	982,827	9.07	1,025,915	9.88	1,021,174	10.20
Insurance & Other	3,554,705	27.98	3,456,079	31.90	3,603,891	34.72	3,759,574	37.56
COVID Expenses Adjustment	-	-	(2,579,515)	(23.81)	(3,403,328)	(32.79)	-	-
<b>Total Operating Expenses</b>	<b>\$ 45,418,930</b>	<b>\$ 357.47</b>	<b>\$ 41,740,015</b>	<b>\$ 385.32</b>	<b>\$ 42,941,890</b>	<b>\$ 413.67</b>	<b>\$ 50,485,256</b>	<b>\$ 504.36</b>
<b>EBITDAM</b>	<b>\$ 3,008,120</b>	<b>\$ 23.68</b>	<b>\$ (349,094)</b>	<b>\$ (3.22)</b>	<b>\$ 1,107,083</b>	<b>\$ 10.66</b>	<b>\$ (9,147,816)</b>	<b>\$ (91.39)</b>
<i>EBITDAM Margin %</i>	6.2%		-0.8%		2.5%		-22.1%	
5% Management Fee	2,421,353	19.06	2,069,546	19.10	2,202,449	21.22	2,066,872	20.65
<b>EBITDA</b>	<b>\$ 586,768</b>	<b>\$ 4.62</b>	<b>\$ (2,418,640)</b>	<b>\$ (22.33)</b>	<b>\$ (1,095,366)</b>	<b>\$ (10.55)</b>	<b>\$ (11,214,688)</b>	<b>\$ (112.04)</b>
<i>EBITDA Margin %</i>	1.2%		-5.8%		-2.5%		-27.1%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 754,442	5.94	\$ 810,055	7.48	\$ 824,628	7.94	812,921	8.12
Amortization	\$ 19,464	0.15	\$ 17,702	0.16	\$ 37,248	0.36	35,247	0.35
Bad Debts	\$ 255,264	2.01	\$ 220,694	2.04	\$ 137,372	1.32	119,737	1.20
COVID Revenues	\$ -	-	\$ (2,884,589)	(26.63)	\$ (82,406)	(0.79)	-	-
COVID Expenses	\$ -	-	\$ 2,579,515	23.81	\$ 3,403,328	32.79	-	-
Interest Expense	\$ 220,904	1.74	\$ 125,330	1.16	\$ 80,318	0.77	97,813	0.98
Loss (Gain) on Early Repayment of Debt	\$ -	-	\$ -	-	\$ -	-	121,064	1.21
Legal Fees	\$ -	-	\$ -	-	\$ -	-	-	-
Other Financing Fees	\$ 3,910	0.03	\$ 3,443	0.03	\$ 3,910	0.04	3,910	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 1,430,984</b>	<b>\$ 11.26</b>	<b>\$ 1,007,932</b>	<b>\$ 9.30</b>	<b>\$ 4,630,258</b>	<b>\$ 44.60</b>	<b>\$ 1,190,692</b>	<b>\$ 11.90</b>
<b>Net Income</b>	<b>\$ (844,217)</b>	<b>\$ (6.64)</b>	<b>\$ (3,426,572)</b>	<b>\$ (31.63)</b>	<b>\$ (5,725,624)</b>	<b>\$ (55.16)</b>	<b>\$ (12,405,380)</b>	<b>\$ (123.93)</b>
<i>Net Income Margin %</i>	-1.7%		-8.3%		-13.0%		-30.0%	

ESKATON\_005159

# FAIR OAKS – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCUPANCY</b>								
Total SNF Patient Days	50,186		45,421		44,988		41,509	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	92.9%		83.9%		83.3%		76.8%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	18,154,921	361.75	17,694,354	389.56	18,815,462	418.23	17,294,484	416.64
Other Operating Revenues	30,819	0.61	6,288	0.14	15,665	0.35	6,650	0.16
COVID Revenues Adjustment	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
<b>Total Operating Revenue</b>	<b>\$ 18,185,740</b>	<b>\$ 362.37</b>	<b>\$ 16,620,438</b>	<b>\$ 365.92</b>	<b>\$ 18,801,619</b>	<b>\$ 417.93</b>	<b>\$ 17,301,134</b>	<b>\$ 416.80</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 9,145,647	\$ 182.24	\$ 9,064,176	\$ 199.56	\$ 9,329,043	\$ 207.37	\$ 9,763,572	\$ 235.22
Employee Benefits	2,892,337	57.63	3,103,377	68.32	3,014,661	67.01	3,096,625	74.60
Registry	417,315	8.32	644,904	14.20	1,980,116	44.01	2,192,697	52.82
Professional Fees	150,654	3.00	98,162	2.16	65,339	1.45	86,558	2.09
Supplies	923,524	18.40	1,134,529	24.98	978,051	21.74	896,781	21.60
Purchased Services	293,678	5.85	285,764	6.29	405,047	9.00	400,621	9.65
Ancillary Costs	933,133	18.59	607,145	13.37	788,917	17.54	757,986	18.26
Utilities	346,032	6.89	368,813	8.12	366,400	8.14	351,348	8.46
Insurance & Other	1,353,323	26.97	1,331,503	29.31	1,380,691	30.69	1,420,154	34.21
COVID Expenses Adjustment	-	-	(1,262,252)	(27.79)	(2,169,283)	(48.22)	-	-
<b>Total Operating Expenses</b>	<b>\$ 16,455,643</b>	<b>\$ 327.89</b>	<b>\$ 15,376,121</b>	<b>\$ 338.52</b>	<b>\$ 16,138,982</b>	<b>\$ 358.74</b>	<b>\$ 18,966,342</b>	<b>\$ 456.92</b>
<b>EBITDAM</b>	<b>\$ 1,730,097</b>	<b>\$ 34.47</b>	<b>\$ 1,244,317</b>	<b>\$ 27.40</b>	<b>\$ 2,662,637</b>	<b>\$ 59.19</b>	<b>\$ (1,665,208)</b>	<b>\$ (40.12)</b>
EBITDAM Margin %	9.5%		7.5%		14.2%		-9.6%	
5% Management Fee	909,287	18.12	831,022	18.30	940,081	20.90	865,057	20.84
<b>EBITDA</b>	<b>\$ 820,810</b>	<b>\$ 16.36</b>	<b>\$ 413,295</b>	<b>\$ 9.10</b>	<b>\$ 1,722,556</b>	<b>\$ 38.29</b>	<b>\$ (2,530,265)</b>	<b>\$ (60.96)</b>
EBITDA Margin %	4.5%		2.5%		9.2%		-14.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 272,925	5.44	\$ 292,447	6.44	\$ 284,338	6.32	\$ 301,882	7.27
Amortization	7,896	0.16	7,181	0.16	15,108	0.34	14,296	0.34
Bad Debts	225,000	4.48	151,067	3.33	75,070	1.67	35,070	0.84
COVID Revenues	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
COVID Expenses	-	-	1,262,252	27.79	2,169,283	48.22	-	-
Interest Expense	89,591	1.79	50,831	1.12	32,574	0.72	39,668	0.96
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	49,099	1.18
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,585	0.03	1,396	0.03	1,585	0.04	1,585	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 596,997</b>	<b>\$ 11.90</b>	<b>\$ 684,970</b>	<b>\$ 15.08</b>	<b>\$ 2,548,450</b>	<b>\$ 56.65</b>	<b>\$ 441,600</b>	<b>\$ 10.64</b>
<b>Net Income</b>	<b>\$ 223,813</b>	<b>\$ 4.46</b>	<b>\$ (271,675)</b>	<b>\$ (5.98)</b>	<b>\$ (825,894)</b>	<b>\$ (18.36)</b>	<b>\$ (2,971,865)</b>	<b>\$ (71.60)</b>
Net Income Margin %	1.2%		-1.6%		-4.4%		-17.2%	

ESKATON\_005160

# GREENHAVEN – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	48,892		42,086		37,277		37,661	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	90.5%		77.9%		69.0%		69.7%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	17,031,453	348.35	15,503,208	368.37	14,494,800	388.84	13,400,241	355.81
Other Operating Revenues	47,962	0.98	47,914	1.14	6,552	0.18	7,095	0.19
COVID Revenues Adjustment	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
<b>Total Operating Revenue</b>	<b>\$ 17,079,415</b>	<b>\$ 349.33</b>	<b>\$ 14,491,487</b>	<b>\$ 344.33</b>	<b>\$ 14,471,023</b>	<b>\$ 388.20</b>	<b>\$ 13,407,336</b>	<b>\$ 356.00</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 8,857,215	\$ 181.16	\$ 8,856,698	\$ 210.44	\$ 8,110,345	\$ 217.57	\$ 8,506,026	\$ 225.86
Employee Benefits	2,825,689	57.79	3,015,920	71.66	2,604,462	69.87	2,783,181	73.90
Registry	102,877	2.10	141,382	3.36	1,627,931	43.67	3,326,523	88.33
Professional Fees	67,246	1.38	61,371	1.46	51,628	1.38	53,553	1.42
Supplies	687,233	14.06	820,136	19.49	808,309	21.68	851,389	22.61
Purchased Services	246,639	5.04	292,479	6.95	340,374	9.13	379,052	10.06
Ancillary Costs	990,085	20.25	589,892	14.02	630,746	16.92	591,030	15.69
Utilities	308,083	6.30	305,887	7.27	316,883	8.50	338,462	8.99
Insurance & Other	1,369,452	28.01	1,311,247	31.16	1,302,712	34.95	1,343,819	35.68
COVID Expenses Adjustment	-	-	(605,076)	(14.38)	(1,900,736)	(50.99)	-	-
<b>Total Operating Expenses</b>	<b>\$ 15,454,519</b>	<b>\$ 316.10</b>	<b>\$ 14,789,936</b>	<b>\$ 351.42</b>	<b>\$ 13,892,654</b>	<b>\$ 372.69</b>	<b>\$ 18,173,035</b>	<b>\$ 482.54</b>
<b>EBITDAM</b>	<b>\$ 1,624,896</b>	<b>\$ 33.23</b>	<b>\$ (298,449)</b>	<b>\$ (7.09)</b>	<b>\$ 578,369</b>	<b>\$ 15.52</b>	<b>\$ (4,765,699)</b>	<b>\$ (126.54)</b>
EBITDAM Margin %	9.5%		-2.1%		4.0%		-35.5%	
5% Management Fee	853,971	17.47	724,574	17.22	723,551	19.41	670,367	17.80
<b>EBITDA</b>	<b>\$ 770,925</b>	<b>\$ 15.77</b>	<b>\$ (1,023,023)</b>	<b>\$ (24.31)</b>	<b>\$ (145,182)</b>	<b>\$ (3.89)</b>	<b>\$ (5,436,066)</b>	<b>\$ (144.34)</b>
EBITDA Margin %	4.5%		-7.1%		-1.0%		-40.5%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 310,223	6.35	\$ 339,723	8.07	\$ 345,771	9.28	\$ 320,591	8.51
Amortization	9,420	0.19	8,567	0.20	18,024	0.48	17,056	0.45
Bad Debts	30,264	0.62	69,627	1.65	62,302	1.67	(14,122)	(0.37)
COVID Revenues	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
COVID Expenses	-	-	605,076	14.38	1,900,736	50.99	-	-
Interest Expense	106,882	2.19	60,639	1.44	38,862	1.04	47,327	1.26
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	58,576	1.56
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,892	0.04	1,666	0.04	1,892	0.05	1,892	0.05
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 458,681</b>	<b>\$ 9.38</b>	<b>\$ 25,663</b>	<b>\$ 0.61</b>	<b>\$ 2,337,258</b>	<b>\$ 62.70</b>	<b>\$ 431,320</b>	<b>\$ 11.45</b>
<b>Net Income</b>	<b>\$ 312,244</b>	<b>\$ 6.39</b>	<b>\$ (1,048,686)</b>	<b>\$ (24.92)</b>	<b>\$ (2,482,440)</b>	<b>\$ (66.59)</b>	<b>\$ (5,867,386)</b>	<b>\$ (155.79)</b>
Net Income Margin %	1.8%		-7.2%		-17.2%		-43.8%	

ESKATON\_005161



# MANZANITA – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	27,979		20,818		21,541		20,928	
Operating SNF Beds	87		95		95		95	
Overall SNF Occupancy %	88.1%		60.0%		62.1%		60.4%	
<b>OPERATING REVENUES</b>								
Net SNF Patient Revenue	\$ 13,064,251	\$ 466.93	\$ 10,975,777	\$ 527.23	\$ 10,760,104	\$ 499.52	\$ 10,595,592	\$ 506.29
Other Operating Revenues	97,644	3.49	47,969	2.30	38,796	1.80	33,378	1.59
COVID Revenues Adjustment	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
<b>Total Operating Revenue</b>	<b>\$ 13,161,895</b>	<b>\$ 470.42</b>	<b>\$ 10,278,996</b>	<b>\$ 493.76</b>	<b>\$ 10,776,331</b>	<b>\$ 500.27</b>	<b>\$ 10,628,970</b>	<b>\$ 507.88</b>
<b>OPERATING EXPENSES</b>								
Salaries (Prod & Non-Prod)	\$ 7,150,787	\$ 255.58	\$ 6,458,630	\$ 310.24	\$ 6,432,290	\$ 298.61	\$ 7,031,179	\$ 335.97
Employee Benefits	2,439,411	87.19	2,539,250	121.97	2,214,438	102.80	2,302,548	110.02
Registry	696,552	24.90	397,194	19.08	596,821	27.71	1,018,162	48.65
Professional Fees	107,386	3.84	117,974	5.67	108,905	5.06	97,589	4.66
Supplies	686,226	24.53	750,627	36.06	618,935	28.73	573,928	27.42
Purchased Services	237,363	8.48	193,003	9.27	280,414	13.02	274,885	13.13
Ancillary Costs	1,053,471	37.65	708,011	34.01	728,640	33.83	720,623	34.43
Utilities	305,642	10.92	308,127	14.80	342,632	15.91	331,364	15.83
Insurance & Other	831,930	29.73	813,329	39.07	920,488	42.73	995,601	47.57
COVID Expenses Adjustment	-	-	(712,187)	(34.21)	666,691	30.95	-	-
<b>Total Operating Expenses</b>	<b>\$ 13,508,768</b>	<b>\$ 482.82</b>	<b>\$ 11,573,958</b>	<b>\$ 555.96</b>	<b>\$ 12,910,254</b>	<b>\$ 599.33</b>	<b>\$ 13,345,879</b>	<b>\$ 637.70</b>
<b>EBITDAM</b>	<b>\$ (346,873)</b>	<b>\$ (12.40)</b>	<b>\$ (1,294,962)</b>	<b>\$ (62.20)</b>	<b>\$ (2,133,923)</b>	<b>\$ (99.06)</b>	<b>\$ (2,716,909)</b>	<b>\$ (129.82)</b>
EBITDAM Margin %	-2.6%		-12.6%		-19.8%		-25.6%	
5% Management Fee	658,095	23.52	513,950	24.69	538,817	25.01	531,449	25.39
<b>EBITDA</b>	<b>\$ (1,004,968)</b>	<b>\$ (35.92)</b>	<b>\$ (1,808,912)</b>	<b>\$ (86.89)</b>	<b>\$ (2,672,740)</b>	<b>\$ (124.08)</b>	<b>\$ (3,248,358)</b>	<b>\$ (155.22)</b>
EBITDA Margin %	-7.6%		-17.6%		-24.8%		-30.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
Depreciation	\$ 171,294	\$ 6.12	\$ 177,885	\$ 8.54	\$ 194,519	\$ 9.03	\$ 190,448	\$ 9.10
Amortization	2,148	0.08	1,954	0.09	4,116	0.19	3,895	0.19
Bad Debts	177,000	6.33	135,782	6.52	225,860	10.49	98,789	4.72
COVID Revenues	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
COVID Expenses	-	-	712,187	34.21	(666,691)	(30.95)	-	-
Interest Expense	24,431	0.87	13,860	0.67	8,882	0.41	10,818	0.52
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	13,389	0.64
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	433	0.02	381	0.02	433	0.02	433	0.02
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 375,306</b>	<b>\$ 13.41</b>	<b>\$ 297,299</b>	<b>\$ 14.28</b>	<b>\$ (255,450)</b>	<b>\$ (11.86)</b>	<b>\$ 317,772</b>	<b>\$ 15.18</b>
<b>Net Income</b>	<b>\$ (1,380,274)</b>	<b>\$ (49.33)</b>	<b>\$ (2,106,211)</b>	<b>\$ (101.17)</b>	<b>\$ (2,417,290)</b>	<b>\$ (112.22)</b>	<b>\$ (3,566,130)</b>	<b>\$ (170.40)</b>
Net Income Margin %	-10.5%		-20.5%		-22.4%		-33.6%	

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# PAYOR MIX

Source Period Days in Period	Actual FYE 12/31/2019 365	Actual FYE 12/31/2020 366	Actual FYE 12/31/2021 365	Actual TTM 9/30/2022 365
<b><u>PAYOR MIX - Fair Oaks</u></b>				
Private Pay	10.3%	8.4%	7.6%	10.2%
Complex Care	0.0%	2.8%	0.6%	0.0%
Other Managed Care	18.4%	11.9%	18.7%	18.5%
Medicare	4.6%	4.1%	5.6%	5.2%
Medi-Cal	62.4%	68.8%	64.6%	62.2%
Hospice/Respite	4.4%	4.0%	2.9%	3.9%
<b>Subtotal - Fair Oaks</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Greenhaven</u></b>				
Private Pay	5.4%	4.9%	3.5%	3.4%
Complex Care	0.0%	0.0%	0.0%	0.0%
Other Managed Care	15.6%	10.8%	15.1%	11.1%
Medicare	5.8%	4.5%	4.4%	3.3%
Medi-Cal	70.0%	77.3%	73.1%	79.8%
Hospice/Respite	3.1%	2.6%	3.9%	2.4%
<b>Subtotal - Greenhaven</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Manzanita</u></b>				
Private Pay	6.4%	4.9%	5.1%	5.4%
Complex Care	7.6%	7.6%	4.1%	1.6%
Other Managed Care	24.3%	19.3%	21.7%	20.6%
Medicare	4.9%	6.8%	8.2%	12.5%
Medi-Cal	53.1%	58.7%	58.8%	57.0%
Hospice/Respite	3.7%	2.8%	2.1%	2.9%
<b>Subtotal - Manzanita</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Consolidated</u></b>				
Private Pay	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	3.7%	3.2%	3.1%	3.1%
<b>Total - Consolidated</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

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## ADDITIONAL FINANCIAL CONSIDERATIONS

This section highlights certain opportunities, programs, charges, and accounting practices that are unique to the Portfolio and its current operating structure. A new operator may find costs discussed herein to be redundant or may have alternative service providers and is urged to apply its own operating cost structure when evaluating the opportunity.

### PPD

**PPD**, or **Per Patient Day**, is calculated by dividing each revenue and expense line item by the number of patient days in that period. Patient days represent the number of patient beds occupied each day in a period.

### COVID Revenues and Expenses

The FY 2020 and 2021 financials were adjusted to remove COVID related revenues and expenses. COVID Revenues represent Provider Relief Funds received by Eskaton Properties, Inc. and allocated to each property. COVID Expenses include health care emergency expenses related to personnel costs, benefits costs, operations, supplies, and equipment.

### Treatment of Management Fees

The financials have been adjusted to assume a 5% management fee on each property. A prospective purchaser should reach their own conclusions regarding management fee assumptions.

### Property Taxes

The Seller is a not-for-profit entity so the Portfolio does not pay market rate property taxes. As such, the Portfolio's records may not properly reflect the real estate taxes a new for-profit purchaser may experience. A prospective purchaser should reach their own conclusions regarding property tax estimates.



## VII. OTHER CONSIDERATIONS







EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

MANZANITA



# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

Skilled nursing facilities in California are licensed by the California Department of Public Health's (CDPH), Certificates and Licenses Division. The Department of Health Care Services (DHCS) administers the state's Medi-Cal reimbursement system. California's Medi-Cal program is a cost-based, facility-specific reimbursement system. Medi-Cal reimburses nursing facilities for improved wages and staffing based on the actual cost of care derived from the facility's cost reports.

## Medi-Cal Rate Calculation System

A nursing facility's per diem reimbursement rate is the sum of its six cost components:

- 1. Labor** – includes direct resident care labor and indirect resident care labor. Direct care labor includes wages associated with routine nursing, social services, activities and other direct care personnel. Indirect care labor includes wages associated with staff supporting the delivery of patient care including housekeeping, laundry/linen, dietary, medical records, in-service education, and plant operations.
- 2. Indirect Care Non-Labor** – includes the non-labor costs related to services supporting the delivery of resident care.
- 3. Administrative** – includes allowable administrative and general expenses of operating the facility, including a facility's allocated expenditures related to allowable home office costs. This component also includes allowable property insurance costs and excludes expenditures associated with caregiver training, facility license fees, and medical records. However, legal and consulting costs for cases not found in favor of facilities are not considered allowable expenses.
- 4. Capital** – based on a fair rental value system (FRVS), which reimburses a facility's property costs. The FRVS is used in lieu of actual cost and/or lease payments on land, buildings, fixed equipment, and major moveable equipment used in providing resident care.
- 5. Direct Pass-Through** – comprised of Medi-Cal's proportional costs for property taxes, facility license fees, liability insurance projected on the prior year's costs, caregiver training, and new state or federal mandates.
- 6. Professional Liability Insurance** – includes professional liability insurance costs.

# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

## Quality Assurance Fee (QAF)

California utilizes a QAF to obtain additional reimbursement for, and to support quality improvement efforts in, licensed skilled nursing facilities. The QAF was established under the Medicaid Long-Term Care Reimbursement Act, Assembly Bill 1629 (AB 1629). The DHCS possesses two different QAF rates: (1) a rate for nursing facilities with  $\geq 100,000$  total resident days and (2) a rate for nursing facilities with  $< 100,000$  total resident days. The DHCS calculates the total QAF charge by multiplying the appropriate assessment fee by the total resident days. The QAF was reauthorized by the California Legislature until July 31, 2015. As part of AB 1629, the QAF was extended for five additional years. An Assembly Bill (ABx4 5) adopted under California's 2009 State Budget in July 2009 expanded the QAF calculation to include Medicare revenue. The resulting revenue is not passed through to the Medi-Cal reimbursement rate. The table below details the per diem QAF from 2018-2022:

Rate Year	Less Than 100,000 Bed Days	More Than 100,000 Bed Days
2018-19 (Aug-Jul)	\$15.72	\$14.46
2019-20 (Aug-Jul)	\$15.68	\$14.80
2020 (Aug-Dec)	\$15.68	\$14.80
2021 (Jan-Dec)	\$15.19	\$14.54
2022 (Jan-Dec)	\$16.96	\$16.08

The QAF is paid by each provider on a monthly basis to the DHCS for deposit into the state treasury. For each facility assessed, the QAF is reimbursed for the Medi-Cal portion of its fee (the per diem rate assigned to the facility multiplied by Medi-Cal patient days).

## COVID-19 Adjustment

Due to the Coronavirus disease (COVID-19) outbreak, a Public Health Emergency (PHE) was declared for the United States on January 31, 2020, and a national emergency was declared under the Stafford Act on March 13, 2020. In response to the COVID-19 outbreak, the Department will temporarily provide an additional 10% reimbursement for LTC per diem rates. The Department received federal approval of State Plan Amendment (SPA) 20-0024, effective March 1, 2020, which authorizes temporary additional reimbursement for eligible LTC facilities during the emergency period related to the COVID-19 outbreak. Effective August 1, 2022, the COVID-19 increased amounts will remain unchanged and will be added to the per diem rates that are effective August 1, 2022.

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# EMPLOYEES AND LABOR

The table below summarizes FTEs and annualized wages by position at each community. There is currently no union presence at the Communities.

Average Wage by Position	Fair Oaks				Greenhaven				Manzanita			
	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual
Executive Director	1	\$ 215,000	1	\$ 245,000	1	\$ 234,000	1	\$ 217,000	1	\$ 193,000	0.9	\$ 196,000
Director of Nursing	1	\$ 192,000	1	\$ 198,000	1	\$ 175,000	1	\$ 180,000	0.9	\$ 124,000	1	\$ 137,000
Rehabilitation	1	\$ 172,000	1	\$ 181,000	1	\$ 156,000	1	\$ 153,000	1	\$ 130,000	1	\$ 115,000
Speech Language Pathology	1.1	\$ 102,000	1	\$ 129,000	1	\$ 116,000	1.3	\$ 117,000	0.5	\$ 114,000	0.7	\$ 110,000
Occupational Therapy	9.6	\$ 104,000	8.3	\$ 106,000	4.1	\$ 102,000	4.1	\$ 105,000	2.2	\$ 98,000	2.8	\$ 98,000
Registered Nurse	12.6	\$ 105,000	11.9	\$ 110,000	9	\$ 92,000	5.4	\$ 107,000	9.4	\$ 105,000	9.5	\$ 114,000
Physical Therapy	9.9	\$ 71,000	9	\$ 71,000	8	\$ 84,000	7.9	\$ 87,000	5.7	\$ 94,000	5	\$ 95,000
Licensed Vocational Nurse	24	\$ 81,000	20.5	\$ 88,000	24.6	\$ 76,000	21.3	\$ 87,000	19.9	\$ 81,000	18.1	\$ 89,000
Enivronmental Services	0.9	\$ 69,000	0.6	\$ 70,000	1	\$ 70,000	0.9	\$ 70,000	1	\$ 76,000	1	-
Dietary and Nutrition	7.9	\$ 53,000	6.9	\$ 56,000	9.9	\$ 50,000	9.7	\$ 55,000	6.2	\$ 42,000	4.9	\$ 43,000
Administrative Staff	19.9	\$ 40,000	18.6	\$ 43,000	18.2	\$ 45,000	16.7	\$ 49,000	14.2	\$ 43,000	14	\$ 45,000
Certified Nurse Assistant	44.8	\$ 42,000	47.1	\$ 50,000	51.4	\$ 39,000	48	\$ 48,000	25.1	\$ 42,000	26.2	\$ 50,000
Housekeeping	10	\$ 34,000	9.7	\$ 35,000	10.8	\$ 38,000	11.1	\$ 40,000	10.7	\$ 34,000	10.7	\$ 38,000
Food and Dining	6.6	\$ 41,000	7.5	\$ 44,000	2.7	\$ 36,000	2.8	\$ 41,000	4.7	\$ 48,000	6.3	\$ 38,000
Social Services	1	\$ 75,000	1	\$ 76,000	1	\$ 36,000	0.9	\$ 43,000	1.5	\$ 70,000	1.5	\$ 74,000
Nursing Assistant NATP	1.7	\$ 32,000	4.3	\$ 35,000	0.4	\$ 31,000	3.9	\$ 35,000	3.5	\$ 31,000	5.7	-
<b>Approximate FTEs</b>	<b>153</b>		<b>149.4</b>		<b>145.1</b>		<b>137</b>		<b>107.5</b>		<b>109.3</b>	
<b>Approximate FTEs x Wage (rounded)</b>		<b>\$ 1,428,000</b>		<b>\$ 1,537,000</b>		<b>\$ 1,380,000</b>		<b>\$ 1,434,000</b>		<b>\$ 1,325,000</b>		<b>\$ 1,242,000</b>

Note: Annual wages assume a 2,080 hour work-year. Actual hours may vary by position. Annual Wages rounded to nearest \$1,000.

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# CAPITAL EXPENDITURES 2019-2022

The table below summarizes Capital Expenditures at the Communities for fiscal years 2019-2021, and 2022 year to date. Recent improvements include New HVAC in resident rooms at Fair Oaks; a sewer line replacement, new commercial dishwasher, and new resident doors at Greenhaven; and a repaired flat roof with a new overlay at Manzanita.

FY 2019	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 114,425	\$ -	\$ -	\$ 7,946	\$ 149,153	\$ 8,233	\$ 25,483	\$ 10,765	\$ 316,004
Greenhaven	\$ 162,926	\$ -	\$ -	\$ 3,175	\$ 25,779	\$ -	\$ 20,760	\$ 16,370	\$ 229,010
Manzanita	\$ 19,991	\$ 6,146	\$ -	\$ -	\$ 10,395	\$ -	\$ 103,185	\$ -	\$ 139,717
<b>Subtotal</b>	<b>\$ 297,342</b>	<b>\$ 6,146</b>	<b>\$ -</b>	<b>\$ 11,121</b>	<b>\$ 185,327</b>	<b>\$ 8,233</b>	<b>\$ 149,428</b>	<b>\$ 27,135</b>	<b>\$ 684,731</b>

FY 2020	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 321,859	\$ 16,191	\$ 7,591	\$ -	\$ -	\$ -	\$ 22,546	\$ -	\$ 368,188
Greenhaven	\$ 71,495	\$ 30,549	\$ -	\$ -	\$ 92,941	\$ 25,195	\$ 57,102	\$ -	\$ 277,281
Manzanita	\$ 148,586	\$ 11,561	\$ -	\$ -	\$ 7,263	\$ -	\$ 23,801	\$ -	\$ 191,210
<b>Subtotal</b>	<b>\$ 541,939</b>	<b>\$ 58,301</b>	<b>\$ 7,591</b>	<b>\$ -</b>	<b>\$ 100,203</b>	<b>\$ 25,195</b>	<b>\$ 103,449</b>	<b>\$ -</b>	<b>\$ 836,678</b>

FY 2021	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 95,316	\$ 8,814	\$ 8,580	\$ -	\$ 39,192	\$ -	\$ 8,659	\$ -	\$ 160,561
Greenhaven	\$ 70,595	\$ 28,054	\$ -	\$ 10,350	\$ 39,520	\$ 6,250	\$ 64,657	\$ 8,814	\$ 228,239
Manzanita	\$ 101,177	\$ 5,564	\$ -	\$ -	\$ 20,529	\$ -	\$ 18,699	\$ -	\$ 145,970
<b>Subtotal</b>	<b>\$ 267,089</b>	<b>\$ 42,431</b>	<b>\$ 8,580</b>	<b>\$ 10,350</b>	<b>\$ 99,242</b>	<b>\$ 6,250</b>	<b>\$ 92,015</b>	<b>\$ 8,814</b>	<b>\$ 534,771</b>

YTD 9/30/2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 342,484	\$ -	\$ -	\$ -	\$ 43,523	\$ 41,824	\$ 57,968	\$ 1,346	\$ 487,144
Greenhaven	\$ 21,988	\$ 8,281	\$ 9,177	\$ -	\$ 56,432	\$ -	\$ 174,063	\$ -	\$ 269,941
Manzanita	\$ -	\$ -	\$ -	\$ -	\$ 6,402	\$ -	\$ -	\$ -	\$ 6,402
<b>Subtotal</b>	<b>\$ 364,472</b>	<b>\$ 8,281</b>	<b>\$ 9,177</b>	<b>\$ -</b>	<b>\$ 106,357</b>	<b>\$ 41,824</b>	<b>\$ 232,030</b>	<b>\$ 1,346</b>	<b>\$ 763,487</b>

2019-2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 874,085	\$ 25,004	\$ 16,171	\$ 7,946	\$ 231,867	\$ 50,057	\$ 114,656	\$ 12,111	\$ 1,331,897
Greenhaven	\$ 327,004	\$ 66,884	\$ 9,177	\$ 13,525	\$ 214,672	\$ 31,445	\$ 316,582	\$ 25,183	\$ 1,004,471
Manzanita	\$ 269,753	\$ 23,271	\$ -	\$ -	\$ 44,589	\$ -	\$ 145,685	\$ -	\$ 483,299
<b>Total</b>	<b>\$ 1,470,842</b>	<b>\$ 115,159</b>	<b>\$ 25,348</b>	<b>\$ 21,471</b>	<b>\$ 491,129</b>	<b>\$ 81,502</b>	<b>\$ 576,923</b>	<b>\$ 57,294</b>	<b>\$ 2,819,667</b>





## TRANSACTION CONTACTS

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**SECTION 999.5(d)(11)(C)**

**2) Signed letter of intent between IEP and Eskaton dated February 9, 2023.**



February 9, 2023

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio – California**

Dear Mr. Revie:

International Equity Partners, Inc. (“IEP” or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”), and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.



### Operator Background:

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics; and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$35,640,000 (\$90,000 per bed,) paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") in Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,250,000 ("Additional Deposit") in Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. Notwithstanding the foregoing, the failure of the Transaction to occur due to a rejection, blocking, or unacceptable required conditions by the Attorney General of Buyer or New Operator shall result in liquidated damages to Seller of \$250,000 from the Earnest Money.
- d. At Closing, The Earnest Money will be net against the Purchase Price.

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.

**Due Diligence Requests:** Requested critical diligence below:





- Explanations as to the background and history of PLCIL insurance loss runs claims of:
  - 1005070
  - 1005350
  - 1005676
- In addition, any pending litigation not yet shown on any of the insurance loss runs (given its open status).
- Most recent Workers Comp Mod Rate
- Recent 5 years loss runs for Property Related Insurance

**Due Diligence Period:** Within 7 business days of the receipt of the Due Diligence Requests outlined above Buyer and New Operator will waive its Due Diligence solely with respect to operational aspects of the Transaction ("Operations Due Diligence Period").

Provided Buyer is provided access to perform third party investigation reports immediately upon the full execution of this LOI (i.e. PCNA, Phase 1, Survey, etc) Buyer will have thirty (30) days from the full execution of the Purchase Documents to waive its Due Diligence Period solely with respect to Environmental, Property Condition, and Zoning/Survey issues outlined by third party reports ("Third Party Due Diligence Period"). Together the Operations Due Diligence and Third Party Due Diligence Period comprise the Due Diligence Period.

**Closing:** Targeted to occur on or before July 1, 2023, provided all conditions to Closing have outlined in Transaction Documents have been met.

<b>Targeted Milestones:</b>	1/30/2023:	LOI Fully Executed (commence AG package)
	2/06/2023:	First Draft of Purchase Agreement Submitted
	2/17/2023:	Draft CHOW application submitted.
	3/01/2023:	Transaction Documents Signed & AG Package Submitted
	6/15/2023:	Full AG Approval
	6/30/2023:	Closing
	8/15/2023:	CHOW Approval

**Other Closing Conditions:**

The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- All necessary regulatory approvals required for transitioning the Facilities;
- No open survey tags higher than "G" nor any ongoing admissions ban, excepting any temporary admissions ban related to a current outbreak of COVID-19 or other infectious disease;
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval
- Subject to Eskaton Board approval

**Operations Transfer:** Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement ("MOTA"). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its



licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTAs shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and Medicaid Provider Agreement numbers which are "tied into" the new licenses. Buyer and/or its designees shall bear all expenses of operation during the terms of the MOTAs and retain any and all revenue accruing during this period.

In the event a CHOW is required prior to transition, Seller shall allow New Operator to utilize its Medicare and Medi-Cal provider numbers for billing until the numbers are tied into the new licenses. In such event, New Operator shall defend, indemnify, and hold harmless Seller from and against any legal or regulatory claims or causes of action which may arise from New Operator's use of Seller's provider numbers.

**Contracts**

Within 7 days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable in a timely basis.

**Confidentiality:**

Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources ("Confidential Third Parties") in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Employees:**

Operator guarantees to hire substantially all Seller's facility-based employees.

**Exclusivity:**

Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the earlier of expiration of the Due Diligence Period or when the Buyer indicates they are no longer pursuing the transaction.

**Buyer Contact Information:**

Name	Company	Email	Role
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@lepcorp.com">Abe@lepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@lepcorp.com">Alex@lepcorp.com</a>	Buyer
Jack Sznofsky	Cypress Health Care	<a href="mailto:jack@expressh.com">jack@expressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcl.com">rholland@whiteoakhcl.com</a>	Financing

We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

**SIGNATURES TO FOLLOW ON THE NEXT PAGE**



INTERNATIONAL  
EQUITY PARTNERS INC.

**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

By 

Name: Alex Fenigstein  
Title: Vice President  
Date: 2/09/2023

ACKNOWLEDGED AND CONFIRMED THIS 10<sup>th</sup> DAY OF Feb., 2023

**On Behalf of Seller:**

By 

Name: Sheri Peiler  
Title: President, Eskaton  
Date: 2/10/2023



Exhibit A

**Eskaton Care Center Fair Oaks**  
11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**  
455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**  
5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds



**SECTION 999.5(d)(11)(C)**

**3) Final letter of intent from IEP dated January 27, 2023.**



January 27, 2023

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio - California**

Dear Mr. Revie

International Equity Partners, Inc (“IEP or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”, and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Except for the aforesaid binding provisions, neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.



## **Operator Background:**

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics, and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$35,640,000 (\$90,000 per bed) , paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") to Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,250,000 ("Additional Deposit) to Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. Notwithstanding the foregoing, the failure of the Transaction to occur due to a rejection or blocking by the Attorney General of Buyer or New Operator shall result in liquidated damages to Seller of \$250,000 from the Earnest Money.
- d. At Closing, The Earnest Money will be net against the Purchase Price

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.

**Due Diligence Requests:** Requested critical diligence below:

- Explanations as to the background and history of PLGL insurance loss run claims of:
  - 1005070
  - 1005350
  - 1005676
- In addition, any pending litigation not yet shown on any of the insurance loss runs given its open status.
- Most recent Workers Comp Mod Rate
- Recent 5 years loss runs for Property Related Insurance

**Due Diligence Period:** Within 7 business days of the receipt of the Due Diligence Requests outlined above, Buyer and New Operator will waive its Due Diligence solely with respect to operational aspects of the Transaction (“Operations Due Diligence Period”).

Provided Buyer is provided access to perform third party investigation reports immediately upon the full execution of this LOI (i.e. PCNA, Phase 1, Survey, etc) Buyer will have a thirty (30) days from the full execution of the Purchase Documents to waive its Due Diligence Period solely with respect to Environmental, Property Condition, and Zoning/Survey issues outlined by third party reports (“Third Party Due Diligence Period”). Together the Operations Due Diligence-Party Due Diligence Period comprise the Due Diligence Period.

**Closing:** Targeted to occur on or before July 1, 2023, provided all conditions to Closing have outlined in Transaction Documents have been met.

<b>Targeted Milestones:</b>	1/30/2023:	LOI Fully Executed (commence AG package)
	2/06/2023	First Draft of Purchase Agreement Submitted
	2/17/2023:	Draft CHOW application submitted.
	3/01/2023:	Transaction Documents Signed & AG Package Submitted
	6/15/2023	Full AG Approval
	7/1/2023	Closing
	8/15/2023:	CHOW Approval

#### **Other Closing**

##### **Conditions:**

The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- All necessary regulatory approvals required for transitioning the Facilities.
- No open survey tags higher than “G” nor any ongoing admissions ban.
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval

##### **Operations Transfer:**

Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement (“MOTA”). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTA shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and

Medicaid Provider Agreement numbers which are “tied into” the new licenses. Buyer and/or its designees shall bear all expenses of operation during the term of the MOTAs and retain any and all revenue accruing during this period.

In the event a CHOW is required prior to transition, Seller shall allow New Operator to utilize its Medicare and Medi-Cal provider numbers for billing until the numbers are tied into the new licenses.

**Contracts**

Within 7 days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable in a timely basis.

**Confidentiality:**

Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources (“Confidential Third Parties”) in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Exclusivity:**

Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the expiration of the Due Diligence Period.

**Buyer Contact Information:**

<b>Name</b>	<b>Company</b>	<b>Email</b>	<b>Role</b>
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@Iepcorp.com">Abe@Iepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@Iepcorp.com">Alex@Iepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:Jack@cypressh.com">Jack@cypressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcf.com">rholland@whiteoakhcf.com</a>	Financing


We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

**SIGNATURES TO FOLLOW ON THE NEXT PAGE**



**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

By  \_\_\_\_\_

Name: Alex Fenigstein  
Title: Vice President  
Date: 1/27/2023

ACKNOWLEDGED AND CONFIRMED THIS \_\_\_\_ DAY OF \_\_\_\_ . 2023

**On Behalf of Seller:**

By \_\_\_\_\_

Name:  
Title:  
Date:

**Exhibit A**

**Eskaton Care Center Fair Oaks**

11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**

455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**

5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds

**SECTION 999.5(d)(11)(C)**

**4) Letter from Cypress dated January 23, 2023.**





January 23, 20203

To Whom It May Concern:

Cypress Healthcare Group recently went through the Attorney General approval process in acquiring three skilled nursing facilities. The Attorney General's office views Cypress in a very favorable light. In the early stages of the approval process the AG initially determined there would be a staffing mandate that would require the new operator to staff at the levels of the prior ownership group for an extended period of time, thus leading to the financial hardships of the facilities to continue.

Upon attending town hall meetings with the Cypress team at the new SNF locations, the AG office removed those mandates and decided to impose zero monitoring or reporting requirements due to the research they had learned firsthand regarding Cypress as an operator. The other SNF operator in this deal was not recused from the monitoring and reporting requirements. Having these requirements placed on an operator can significantly increase the length of time to close a deal as it produces back and forth negotiations with the Attorney General's office. Cypress is confident in our ability to make for a smooth transition process working with the Attorney General's office. For more information from someone who we worked closely with on our recent acquisitions with the AG please feel free to contact Pam Kaufmann at Hanson Bridgett. She can be reached at (415) 995-5043.

Sincerely,

Jack Sanofsky

Managing Partner

Cypress Healthcare Group

**SECTION 999.5(d)(11)(C)**

**5) Copy of presentation given by Cypress and IEP regarding their offer dated January 4, 2023.**



INTERNATIONAL  
EQUITY PARTNERS INC.

# Presentation to Eskaton Properties

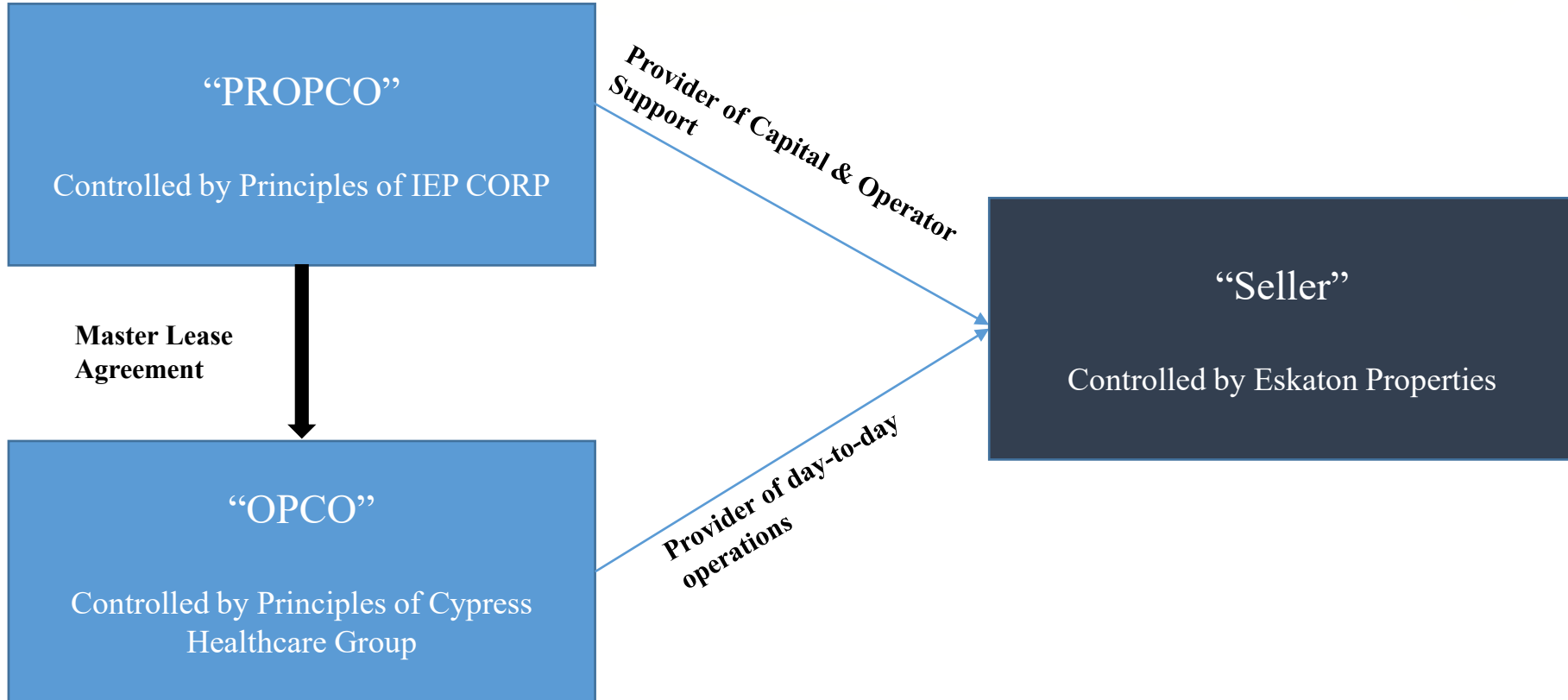
January 4, 2023



**Cypress Healthcare Group, LLC**

# Proposed Structure

## Buyer



# Company Background – IEP Corp

## International Equity Partners (“IEP”)

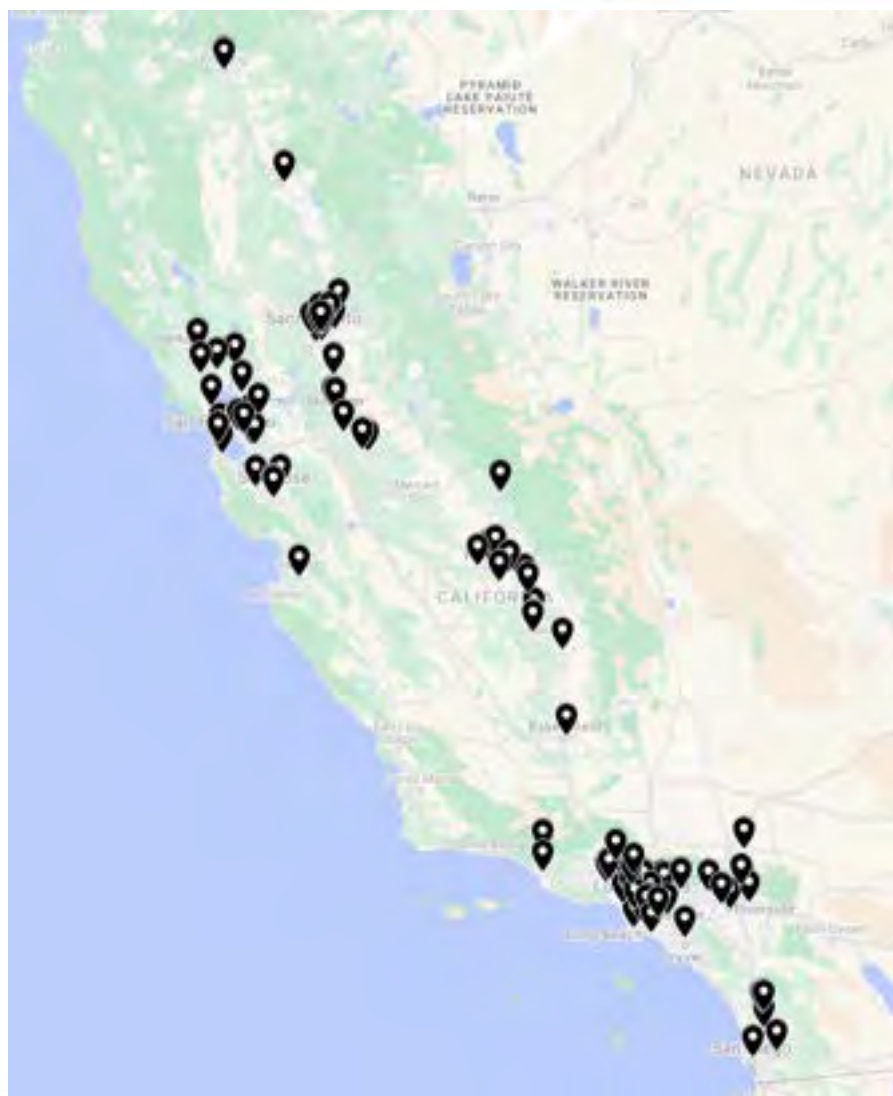
- Los Angeles based private investment company founded in 2005 by Abe Bak and Michael Gastwirth.
- 100% overseen and capitalized by Abe and Michael – no outside investors, boards, or other outside influence
- One of the most active buyers of health care facilities in California, operating and controlling a portfolio of over 100 health care facilities comprised of nearly 10,000 licensed beds.
- History of fluid decision-making and flexibility typically absent from large corporations or syndicated investment structures. This allows for accommodating frameworks that meets the disparate needs of Sellers. Successfully acquired facilities in various challenging situations, i.e.
  - Longtime generational family ownership with intra family disagreements and diverse specific post transition requirements
  - Non-Profits subject to Attorney General Requirements
  - Major portfolio sales from large publicly and privately traded companies with rigid and inflexible processes
  - Insolvent facilities with long lists of creditor claims and challenging multi-party workouts
  - Other time of the essence closings with varying levels of facility distress
- Platform for both Real Estate and Operations:
  - Affiliates directly operate 14 health care facilities in Southern California
  - Aligns with best-in-class operators for facilities outside the IEP operational footprint. Partner operators represent the ideal fit for both the facility and the region and have a defined business plan with a measurable level of historical success.
- Supported by a strong internal asset management team composed of departments handling acquisitions/underwriting, financing, accounting/treasury, and billing.

# Company Background – Cypress Healthcare Group

## **Cypress Healthcare Group, LLC**

- Skilled nursing facility management company based in Sacramento that was formed in 2019 by Matt Jackson, Robert Jackson, and Jack Sanofsky.
- 100% overseen and capitalized by the founders– no outside investors, boards, or other outside influence.
- Ownership has 25 years of aggregated operating experience specifically in the Sacramento Region.
- Prior work experience as high levels administrators and regional directors of operations for both nursing facilities and hospitals.
- Currently operates 6 skilled nursing facilities in Sacramento – comprised of roughly 500 licensed beds.
- Mandate to grow selectively only within the Sacramento Region. Facilities are within 30 miles of each other Team is supported by a Sacramento based back office and other resources including:
  - CFO and Finance Executives
  - Director of Operations
  - Clinical Nursing Consultants
  - Revenue Cycle Team
- Regional facilities support each other through sharing of staff, supplies, and ideas
- In final process of transitioning 3 Sacramento Region non-profit facilities (176 beds) from Retirement Housing Foundation. Attorney General review is in process and is anticipated to conclude in January 2023.
- Well positioned geographically, financially, and with a strong corporate office to transition and achieve success with the Eskaton facilities

# Buyer Statewide Footprint



## Portfolio Metrics:

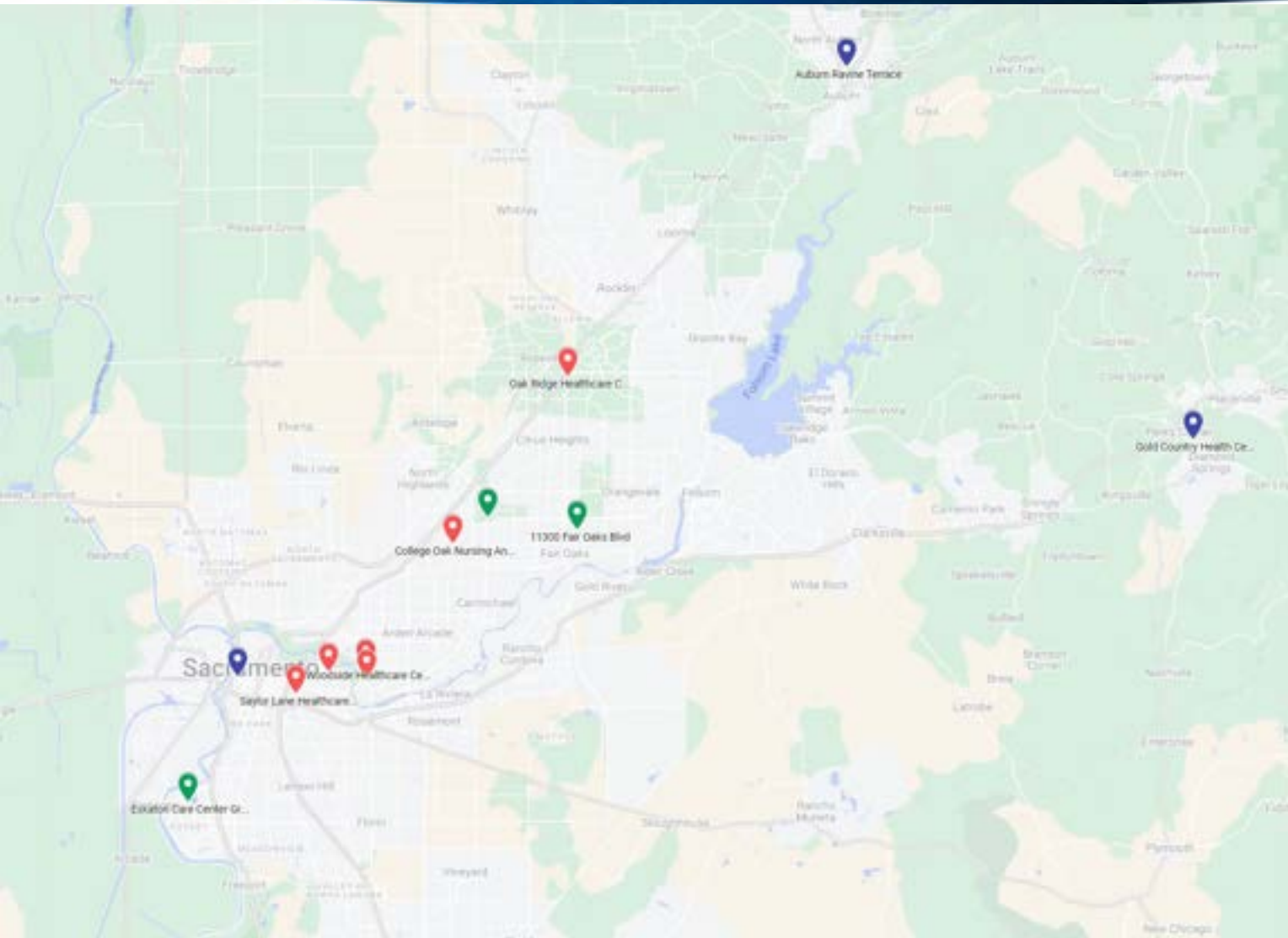
112 Total Facilities

10,471 Licensed Beds Primarily in CA

- Alameda County: 277 Beds
- Butte County: 144 Beds
- Contra Costa County: 100 Beds
- Fresno County: 441 Beds
- Kern County: 99 Beds
- Los Angeles County: 2,980 Beds
- Madera County: 66 Beds
- Marin County: 168 Beds
- Monterey County: 51 Beds
- Napa County: 120 Beds
- Orange County: 99 Beds
- Riverside County: 121 Beds
- **Sacramento County: 1,404 Beds**
- San Bernardino County: 500 Beds
- San Diego County: 828 Beds
- San Francisco County: 145 Beds
- San Joaquin County: 297 Beds
- San Mateo County: 45 Beds
- Santa Clara County: 490 Beds
- Shasta County: 204 Beds
- Solano County: 125 Beds
- Sonoma County: 281 Beds
- Stanislaus County: 274 Beds
- Tulare County: 575 Beds
- Ventura County: 145 Beds
- **Yolo County: 99 Beds**
- Out of State: 321 Beds

**Over 1,500 licensed beds in the Sacramento Region**

# Cypress Healthcare Group, LLC – Regional Footprint



## Key

**Pink Pins:**  
Existing Operations

**Blue Pins:**  
Future Operations

**Green Pins:**  
Subject Facilities

**Roughly 670**  
**existing and future**  
**licensed beds in the**  
**Sacramento Region**



# Approach to Care

## **Cypress: Approach to Quality of Care and Operating Track Record**

Cypress Healthcare continues to provide and improve quality care in each of its facilities by expecting extraordinary results, establishing a vision of quality, developing high standards of performance, providing the necessary resources to staff (training, expectations, systems, procedures) and attracting and retaining superior talent. Leveraging the best clinical leaders in the industry, we utilize a structured approach of constant quality improvement to drive better results in our facilities for our residents. Monitoring, measuring and quantifying the care provided and results of that care allow us to analyze our efforts and outcomes and implement/adjust systems where needed to ensure the best outcomes and constant improvement.

# Cypress Healthcare Group, LLC: Operating Philosophy

Our Operating Philosophy is to: Expect extraordinary results, Establish a vision of Quality, Develop high standards of performance, Provide the necessary resources (training, expectations, systems, procedures), Attract and retain superior talent and lead through service.

Over the last three years we have established ourselves as leaders in post-acute care with:

- Very High Patient Satisfaction
- Very High Employee Satisfaction
- Very Low Employee Turnover
- Very High Employee Safety Record
- Very High Family Satisfaction
- Very High Physician Satisfaction
- Very High Recognition by all Partner Hospitals

**Highlights:**

- **4.50 average of 5 Star Quality Measures**
- **Re-hospitalization rate: 13% (22% CA Avg)**
- **Hospitalizations per 1,000 days: 0.98 (1.61 CA Avg)**
- **Outstanding annual survey results**

FACILITY PROFILES	Beds	Current			Upon Acquisition	
		Overall CMS Stars	Quality Measures	Annual Admissions	Overall 2019	Annual Admissions
Oak Ridge Healthcare Center	67	4	4	401	3	248
College Oak Nursing and Rehab	120	5	4	369	4	213
Woodside Healthcare Center	59	5	5	363	2	211
Saylor Lane Healthcare Center	42	3	5	370	2	194
Sherwood Healthcare Center	62	4	4	406	2	267
Asbury Park Nursing and Rehab Center	135	3	5	619	1	425
<b>CYPRESS HEALTHCARE GROUP</b>	<b>485</b>	<b>4.00</b>	<b>4.50</b>	<b>2528</b>	<b>2.33</b>	<b>1558</b>

# Attorney General Experience

## Cypress AG Experience:

Currently working with the Attorney General for approval on the below Sacramento region facilities. The process commenced in September 2022 and is estimated to conclude by January 23, 2023. The AG views the Cypress team positively and has “pulled back” initially desired conditions based on comfort with the Cypress successful operating platform. Transition of the below facilities is slated to occur within the next 60 days.

Facility Name	Address	City	Beds	Current Ownership
Gold Country Health Center	4301 Golden Center Drive	Placerville	68	Retirement Housing Foundation
Auburn Ravine Terrace	750 Auburn Ravine Road	Auburn	59	Retirement Housing Foundation
Pioneer House	415 P Street	Sacramento	49	Retirement Housing Foundation

The AG office initially imposed strict monitoring and reporting requirements on the three Cypress acquisition facilities. However, after working with Cypress and attending the community town hall meetings, the AG removed all monitoring and reporting requirements, despite keeping those in place for a different nursing home operator transitioning a 4<sup>th</sup> facility from the same seller. Based upon AG comments and counsel feedback, it has been a very smooth and seamless process for Cypress Health Group, creating a “halo effect” that will positively influence future collaboration between Cypress and the AG.

## IEP AG Experience:

Successfully obtained Attorney General Approval to acquire the underlying real property of Apple Valley Christian Care Center, a 99- bed skilled nursing facility in Apple Valley, CA.

# July 2023 CHOW Considerations

## Issue:

- New CHOW Rules dictate that effective July 1, 2023, skilled nursing facilities will no longer be able to transition facilities under interim management structures. The State must approve a Change of Ownership (“CHOW”) application prior to any transition.
- Historically, the California licensing department is taking between 6 – 9 months to process CHOW applications. Furthermore, the state has become more diligent in reviewing the qualifications and history of nursing home operators due to recent media scrutiny and high-profile lawsuits.
- It is critical to have a plan to effectuate a transition within a desired time frame and avoid:
  - Waiting an extended period of time for the CHOW approval
  - Risk a denial of new license for the new operator

## Mitigants:

- Based on the Cypress/IEP attorney general experience, it is anticipated that the AG approval process will be abbreviated. Therefore, it is likely that a transition can occur prior to the July 1, 2023 time frame, negating the need for a CHOW process first.
  - Cypress and IEP have familiarity with the forms and information required by the AG and can turn the requisite information over within 48 hours of request.
  - Cypress is recently and fully vetted by the AG with a very positive impression. It is anticipated that the AG will spend little additional time on requirements and diligence on Cypress.
  - IEP has previously completed the AG approval process for the acquisition of non-profit real estate.
- As a “backup”, plan Cypress can file a CHOW application now, with certain information to be provided later. By pre-emptively filing the CHOW, approval is possible on or around July 1, 2023 mitigating an otherwise lengthy waiting period.
- Both IEP and Cypress have empirical history of recent CHOW approvals by the state, with both parties held in high regard by the State of California. To date, all CHOW applications by Cypress and IEP have been approved, with many as recent as 2019-2022.

# CHOW Approvals Experience

## Cypress Recent CHOW Approvals:

Facility Name	Address	City	Beds	Approval Date
Oak Ridge Healthcare Center	310 Oak Ridge Drive	Roseville	67	12/19/2019
Woodside Healthcare Center	2240 Northrop Avenue	Sacramento	58	11/17/2019
College Oak Nursing And Rehabilitation Center	4635 College Oak Drive	Sacramento	120	11/17/2019
Saylor Lane Healthcare Center	3500 Folsom Boulevard	Sacramento	42	6/2/2020
Asbury Park Nursing And Rehabilitation Center	2257 Fair Oaks Boulevard	Sacramento	139	6/2/2020
Sherwood Healthcare Center	4700 Elvas Avenue	Sacramento	62	7/3/2020

## IEPs Recent CHOW Approvals

Facility Name	Address	City	Beds	Approval Date
Glendora Canyon TCU	401 W. Ada Avenue	Glendora	120	5/4/2018
Arcadia Health Care Center	1601 South Baldwin Avenue	Arcadia	117	3/27/2020
Beachside Post Acute	22520 Maple Avenue	Torrance	110	5/13/2020
Advanced Care of Tustin	2210 East First Street	Santa Ana	99	5/6/2014
Santa Monica Convalescent Center I	2828 West Pico Boulevard	Santa Monica	41	12/30/2021
Santa Monica Convalescent Center II	2250 - 29Th Street	Santa Monica	44	12/30/2021
Valley Village Care Center	13000 Victory Boulevard	North Hollywood	99	9/7/2021
Apple Valley Care Center	11959 Apple Valley Road	Apple Valley	99	5/13/2020
Leisure Glen Post Acute Care Center	330 Mission Road	Glendora	125	In Process
West Gardena Post Acute	16530 South Broadway	Gardena	50	5/13/2020
Beverly Hills Rehab Centre	580 S San Vicente Boulevard	Los Angeles	150	3/18/2022
Imperial Healthcare Center	11926 La Mirada Boulevard	La Mirada	99	9/22/2014
Baldwin Gardens Nursing Center	10786 Live Oak Avenue	Temple City	59	3/13/2020
Marlora Post Acute Rehabilitation Hospital	3801 East Anaheim Street	Long Beach	99	4/1/2022
Bloomfield West	3333 East Imperial Highway	Lynwood	59	4/14/2022

# Cypress Operating Vision

## **Long Term Vision: Sacramento Expertise**

We are a Sacramento based company with strong relationships with talent in the area, the local licensing office and community hospitals. Our vision is to utilize these relationships to provide the best quality outcomes to the residents of the Sacramento area for the next 20+ years.

## **Local & Regional Relationships**

Cypress Healthcare is viewed in the highest regard by our local and regional healthcare providers. Each of our six facilities is a partner of choice for their local hospitals. These hospitals include: Kaiser Roseville, Sutter Roseville, Mercy Folsom, Mercy San Juan, Mercy General, Sutter General, Kaiser Morse Ave, Kaiser South Sacramento, Methodist and UC Davis Medical Center. Additionally, we pilot many programs with our partner hospitals before they introduce them to all of their partners and have partnered with them on special skilled nursing programs/partnerships. We have great relationships with insurance groups and our facilities are contracted with every major HMO insurance (Kaiser, Anthem Blue Cross, Imperial, United Healthcare, etc.).

## **Services and Programs**

Our buildings specialize in but are not limited to: admission and treatment of patients with extensive wounds, admission and treatment of patients with active COVID-19, behavioral management, and rehab care. Based on our deep relationships in the market, assessment in real time will define the optimal program provisions at the facilities. Being 100% committed to the Sacramento region is a major strength for understanding and meeting the health care program needs in the region

# Access to Capital – IEP CORP

## Well Capitalized Platform with Substantial Liquidity & Available Credit Vehicles

- Corporate and Private Liquidity of \$25MM
- Access to Credit Lines of \$10MM
- Estimated Portfolio “Equity” of over \$250MM
- Deep Experience in Financing of “turnaround” facilities by relationship lenders
  - Capital Funding, White Oak HCP, Congressional Bank, Bank of Oklahoma, Signature Bank, etc
  - Approximately \$400MM in financing for primarily non-performing properties
  - Approximately \$215MM of “bridge” financing has been/or is approved for refinancing with long term FHA debt
  - Only 6 Facilities remain in “bridge” status and are near stabilized levels that would merit FHA refinancing
  - Remaining assets are financed with long term “local” bank loans
  - White Oak Health Care Partners (<https://whiteoaksf.com/industry-expertise/healthcare/>) interested in providing financing at 75-80% of cost/value
- Will seek bridge financing which is not required for closing. IEP will close all cash if necessary.

# Access to Capital – Cypress Healthcare Group, LLC

## **Low Leverage, Highly Liquid & Strong Cash Flow Positive Enterprise**

- Net Collectible Global Accounts Receivable of approximately \$20.2MM
- Total Current Liabilities of \$8MM
- Roughly \$800K in Pre-Paid Expenses
- \$0 in outside financing, UCC liens, and credit lines
- Anticipated \$10MM in ERC Tax Credits in the next 6 months – all related income taxes have been prepaid
- \$36MM in Retained Earnings since Founding (2019)
- Tracking \$12MM in Annual Net Income for 2022



# Due Diligence

## **Internal Conducted Diligence:**

- Financials
- Census
- Vendor & Managed Care Contracts
- Staffing Levels & Patterns
- Employee CBA
- Wages & Benefits
- Insurance Loss Runs
- Surveys and Compliance
- Existing & Threatened Litigation
- Unit Mix/Floor Plans
- Deferred Maintenance
- OSHPD /HCAI Exposure
- CARES Act Exposure
- QAF Balances

## **3<sup>rd</sup> Party Engineering:**

- Property Condition Reports
- Environmental Reports
- Seismic Reports
- Asbestos/Radon
- Zoning Report
- Land Survey

## **Legal Counsel**

- Title Review
- Searches/Liens

**Proposed time frame of 45 days to complete due diligence  
3<sup>rd</sup> Party Engineering Reports to require site visits**

# Valuation

Below is a representation of per bed sale prices for relevant transactions:

- Distressed/Value Add facilities
- Facilities Primarily in Sacramento and Surrounding Regions
- Since 2019

Facility Name	City	Year of Sale	Price	Beds	Price/bed	Note
City Creek Post Acute	Sacramento	2019	\$14,086,000	171	\$82,374	(1)
Riverpointe Post Acute	Sacramento	2019	\$10,640,000	112	\$95,000	(2)
Casa Coloma Health Care Center	Rancho Cordova	2022	\$13,000,000	138	\$94,203	(3)
Capital Transitional Care	Sacramento	2022	\$13,250,000	121	\$109,504	(4)
Gramercy Court	Sacramento	2016	\$15,935,000	185	\$86,135	(5)
Norwood Pines Alzheimers Center	Sacramento	2022	\$16,750,000	161	\$104,037	(6)
St. Jude Care Center	Manteca	2021	\$7,700,000	99	\$77,778	(7)
Los Banos Nursing And Rehabilitation Center	Los Banos	2021	\$4,500,000	59	\$76,271	(8)

## Note

- (1) Includes 72 units of AL. Roughly break-even at transition
- (2) Approximately Break Even at Closing
- (3) Averaging \$313K NOI per month over the last 4 months
- (4) Includes 24 bed subacute unit. Break-even Performance at transition
- (5) Includes 65 units of AL. 1980's Construction, spacious campus with desirable unit mix. Break-even at transition
- (6) \$500K in annual NOI at transition
- (7) Cost of Operations and Real Estate Option Strike Price. At transition, facility was losing approximately \$1MM per year
- (8) Losses of approximately \$500K per year

## Conclusion:

A range of \$75K per bed to \$109K per bed exists, depending on facility attributes and the level of distress. Based on the in-place losses, lower occupancy, and degree of “turnaround” at these facilities, offset by positives associated with the urban Sacramento location, favorable unit mix/layout, and volume of beds a per bed price of \$80,000 per bed was offered. This is supported by the recent pricing attributes outlined above.

**SECTION 999.5(d)(11)(C)**

**6) Initial letter of intent from IEP dated December 14, 2022.**



December 14, 2022

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio - California**

Dear Mr. Revie

International Equity Partners, Inc (“IEP or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”, and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Except for the aforesaid binding provisions, neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.



### **Operator Background:**

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics, and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$31,680,000, paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

Buyer is pricing the Facilities based on market "per-bed" valuations that juxtaposes stabilized values against in-place operating fundamentals. An estimated band of \$70K – 100K per bed for "value add" opportunities in the Sacramento is appropriate depending on the magnitude of current distress. With regards to the Facilities, substantial operating losses exceeding \$10MM, together with 60% portfolio occupancy factor into the \$80K per bed proposed Price.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") to Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,000,000 ("Additional Deposit") to Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. At Closing, The Earnest Money will be net against the Purchase Price

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.



**Due Diligence**

**Requests:** Attached in Schedule 1

**Due Diligence Period:** Buyer will have forty-five (45) days from the full execution of the Purchase Documents to waive its Due Diligence Period (“Due Diligence Period”). Seller will endeavor to provide all requested diligence materials to Buyer in a reasonably timely manner.

**Closing:** The later to occur of:

- a) The first day of the month following the period that is thirty (30) days after the expiration of the Due Diligence Period, or;
- b) The first day of the month following receipt of all requisite approvals and closing conditions outlined in the Transaction Documents, including but not limited to Attorney General approval.

**Other Closing**

**Conditions:** The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- No open survey tags higher than “G” nor any ongoing admissions ban.
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval

**Operations Transfer:** Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement (“MOTA”). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTA shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and Medicaid Provider Agreement numbers which are “tied into” the new licenses. Buyer and/or its designees shall bear all expenses of operation during the term of the MOTAs and retain any and all revenue accruing during this period.

**Contracts** Within 7 business days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable within 30 days of the first drafts.

**Confidentiality:** Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources (“Confidential Third Parties”) in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Exclusivity:** Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the expiration of the Due Diligence Period.




**Buyer Contact Information:**

<b>Name</b>	<b>Company</b>	<b>Email</b>	<b>Role</b>
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@Iepcorp.com">Abe@Iepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@Iepcorp.com">Alex@Iepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:Jack@cypressh.com">Jack@cypressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcf.com">rholland@whiteoakhcf.com</a>	Financing

We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

DocuSigned by:  
  
 By \_\_\_\_\_  
 Name: Abraham Bak  
 Title: President  
 Date: 12/14/2022

ACKNOWLEDGED AND CONFIRMED THIS 14th DAY OF December, 2022

**On Behalf of Seller:**

By \_\_\_\_\_  
 Name:  
 Title:  
 Date:



**Exhibit A**

**Eskaton Care Center Fair Oaks**

11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**

455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**

5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds





## Schedule 1

### Due Diligence Requests

1. Historical unaudited financial statements for 2019, 2020, 2021 and YTD 2022 with departmental detail by Revenue and Expense category.
2. Detailed Historical Census days organized by Payor Class for 2019, 2020, 2021 and YTD 2022.
3. Prior 2 Years Cost Reports for Medicaid and Medicare (audited if available)
4. Schedule of and copies of all vendor contracts in-place with the Facility that may not be canceled with 10 day notice or less.
5. Historical number of hours/wages paid and accrued by employees by department and position within each department for 2020, 2021 and YTD 2022
6. Schedule **And** Copies of Managed Care Payor Contracts
7. Copy of detailed floor plans reflecting units in use and number of beds in operation at the given unit. Include information of operating beds removed from use as well as existing room size waivers.
8. Detailed information on the size of existing emergency generators and the estimated age
9. Description and schedule of employee benefits and copies of all employee policy manuals and handbooks
10. Detailed Current Employee register detailing benefit enrollment figures and premium payment amounts and responsibilities
11. Copies of Land Surveys of- Real Property, existing title Policies, and if applicable, conditional use permits, zoning letters, zoning reports, building permits and any pending permit application for the further improvement of the Real Property.
12. Copies of all inspection reports, surveys, POC's, citations and compliance notifications affecting the facility for the previous 3-year inspections cycles, together with all copies of correspondence to licensing authorities relating to the facility. This includes health, life safety, complaints, and other related survey information.
13. Schedule of any open health or life safety survey with pending results from the State.
14. Schedule of Open deficiencies not yet cleared with the State as a result from surveys



15. Copies of Seller's Workers' Compensation loss reports for the past five (5) years, and the latest experience modification computation issued by the Workers' Compensation Insurance Rating Bureau.
16. Copies of loss runs from insurance provider for the current and prior five (5) years for PL/GL insurance, Property insurance, and other in-place insurance.
17. Copies of property tax bills for the Real Property and Personal Property for the 2020-2021 and 2021-2022 tax years.
18. Details regarding any OSHPD construction projects submitted and or performed within the past 3 years.
19. If applicable, litigation schedule with summary/description of all pending or threatened claims and their current status, with evaluation of exposure.
20. Any information on completed or pending RACS, Probes, Open Billing Audits, or any other open audit information with respect to the Facility
21. Recent detailed AR/AP aging.
22. Current bed tax outstanding balance.
23. Outline of CARES ACT stimulus funding received including Medicare Advance Payments, treatment of Grant Money on financials, Payroll Tax deferment, etc.

## **SECTION 999.5(d)(11)(C)**

**7) Letter of Intent from Eagle Arc Partners dated January 30, 2023.**



EAGLE ARC

PARTNERS



January 30, 2023

Attention: Dan Revie  
Managing Director  
Drevie@ziegler.com

Dear Dan:

Eagle Arc Partners, LLC ("**Eagle Arc**") and its operating partner Links Healthcare Group ("**Links**" and together with Eagle Arc, "**Buyer**") are pleased to submit the following non-binding letter of intent (this "**LOI**") to outline the terms upon which Buyer would be willing to acquire the operations and associated real property (the "**Assets**") from Eskaton Properties, Inc. and its affiliates ("**Seller**"), as identified on Schedule I attached to this LOI. Buyer's recent transaction experience demonstrates our comfort with the marketplace and our ability to close on a transaction of this nature.

The major terms and conditions include the following:

1. **Assets:** Three (3) skilled nursing facilities (the "**Acquired Facilities**") and the associated interest in real property of such Acquired Facilities (collectively, the "**Real Property**") along with all buildings and other improvements, licenses, permits, personal property, equipment, inventory and other assets that are owned by Seller and used in the operations of the Acquired Facilities (the "**Transaction**"). On the date of the Closing, the Assets will be sold to Buyer free and clear of any and all liens, claims, security interests and other encumbrances of any kind.

2. **Purchase Price:** [REDACTED]

3. **Transaction Funding:** [REDACTED]

If necessary, Eagle Arc has the ability to close in cash and obtain bank financing after the closing is complete.

4. **Due Diligence:** Upon the execution of this LOI, the parties will commence negotiations of the Asset Purchase Agreement (the "**Purchase Agreement**") and other such agreements as are necessary to evidence the Transaction (collectively, "**Definitive Agreements**"). The Definitive Agreements will be in forms mutually agreeable to the parties in their sole discretion and include, without limitation, such representations, warranties, covenants, indemnification obligations and other terms and conditions customary in transactions similar to the Transaction. Seller will deliver the draft Purchase Agreement.

Buyer's diligence work streams may include: legal, insurance, regulatory and clinical diligence and appraisals, Phase I's, and property condition reports. Buyer may perform site visits and Seller will provide reasonable access to the Acquired Facilities upon reasonable prior notice and approval by Seller, and subject to all COVID-19 related regulations and protocols.

5. **Timeline and Closings:** Subject to other terms included in the Purchase Agreement, the parties will close at the end of the month immediately following the receipt of all necessary regulatory (including attorney general) approvals. The expected transaction timeline is as follows:

Target Transaction Timeline		
Stage	Days to Complete	Date
Execute LOI		1/31/2023
Seller Delivers Contract	7	2/7/2023
Execute Contract	21	2/28/2023
Initial Deposit Goes Nonrefundable	0	2/28/2023
File AG and CHOW documents	0	2/28/2023
Receive AG Approval, Additional Deposit Posted	120	6/28/2023
Closing	2	6/30/2023

6. 

7. 

8. **Required Approvals:** Buyer's investment committees have reviewed and approved this proposal. Closing of the Transaction will be subject to:

- Completion of Due Diligence to Buyer's satisfaction prior to completion of the Due Diligence Period;

- Execution and delivery of the Definitive Agreements.

## 9. **Buyer Background:**

Please see the attached deck that shows relevant information about Links.

Eagle Arc is an investment firm that is focused on acquiring and executing value add strategies across skilled nursing and seniors housing facilities. Funds and affiliates managed by Eagle Arc have acquired over \$1.5bn of senior living assets over the past several years.

Relevant transaction experience below:

**San Diego Facility** - In December 2022 Eagle Arc and Links closed on a 300+ bed facility in San Diego, CA. Links took over operations of the facility from an underperforming operator and will execute a turnaround plan to stabilize the facility.

**Anaheim Facility** – In September 2022 Eagle Arc and Links closed on a facility in Anaheim, CA that was formerly owned by an owner/operator. The facility has a unique contract with the local county government, and Links was able to swiftly navigate the county's new operator approval process in order for the transaction to close in a timely manner.

**Boston Facility** - In September 2022 Eagle Arc closed on a 130+ bed facility in Boston, MA that was previously owned and operated by a Catholic charity organization. Eagle Arc installed one of its local operating affiliates to manage the facility on its behalf.

**Boston Portfolio** - In December 2021 Eagle Arc closed on a \$42M portfolio of three skilled nursing facilities in Massachusetts that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction less than four months after LOI signing in order to meet the seller's goal of closing before the yearend.

**Southeast Portfolio** – In November 2020 Eagle Arc closed on a \$325M portfolio of 21 skilled nursing facilities in Florida, Mississippi, and Georgia that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction despite numerous operational and financial challenges related to the ongoing COVID-19 pandemic.

**Sabra / Senior Care Centers Portfolio** – In March 2019 Eagle Arc closed on a \$283M portfolio of 28 skilled nursing and assisted living facilities in Texas and Louisiana that were owned by Sabra Health Care REIT and operated by Senior Care Centers. Eagle Arc had to navigate Senior Care Center's bankruptcy process in order to gain control of the assets.

**Kindred Portfolio** – In August 2017, Eagle Arc acquired 96 skilled nursing and assisted living assets (approximately 11,600 beds) from publicly traded Kindred Healthcare Inc. in a \$786M transaction. **Included In this transaction were 13 skilled nursing facilities located in the state of California, two of which are owned by Eagle Arc and operated by Links.**

**Regency Integrated Health Services** - The acquisition of Regency Integrated Health Services ("**Regency**"), a post-acute and long-term care healthcare provider platform based in Texas. The

acquisition, which closed in 2016 for total consideration of \$510M, included the real estate, operations, management and ancillary businesses. At closing, a new senior leadership team was brought in but the remaining infrastructure and regional was left intact. The platform continues to grow through acquisitions of home health, hospice and facilities-based services, including notable carve-out transactions from Genesis and Senior Care Centers. Regency now operates almost 7,000 beds in Texas.

Golden Living - December 2016 acquisition of the leasehold interests in 21 skilled nursing facilities in California.

10. Advisors: Buyer will engage Sternshein Legal Group for legal counsel in the transaction. We will engage Hooper, Lundy, and Bookman to assist in the legal process with the Attorney General's office. Links and Eagle Arc have successfully gone through three transactions converting not-for-profits SNFs/Hospitals to for-profit entities.

11. [REDACTED]

12. Confidentiality: This LOI is being submitted on a confidential basis.

13. [REDACTED]

14. Governing Law: This LOI is governed by the laws of the State of Delaware.

15. Non-Binding Proposal: It is understood that this non-binding proposal does not contain all matters upon which agreement must be reached in order for any transaction to be consummated and, therefore, does not constitute an offer to purchase or create any binding commitment with respect to any transaction. A binding commitment with respect to a transaction will result only from execution of the Definitive Agreements. Buyer retains the right to terminate its interest as expressed in this LOI at any time. Notwithstanding anything contained in this LOI to the contrary, the terms and provisions contained in this paragraph and the paragraphs entitled "Deposit," "Exclusivity," "Expenses," "Confidentiality," and "Governing Law" shall be binding on and enforceable against the parties.

Please indicate acceptance of the above by countersigning a copy of this letter and returning it to us within five (5) business days. Failure to execute and return the document within this period will render this LOI null and void.

We are excited about the prospect of completing the Transaction and look forward to working with you to expeditiously structure and finalize the Definitive Agreements. If you have any questions regarding our interest, please do not hesitate to call [REDACTED]. Upon signing of this LOI, additional contact information for financial advisors, diligence providers, legal counsel, and third party financing sources will be provided.

Eagle Arc Partners LLC

By:



\_\_\_\_\_  
Elliott Mandelbaum  
Managing Partner

Agreed and Accepted:

Seller

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Schedule I  
The Assets

Property	City	State
Eskaton Care Center Fair Oaks	Fair Oaks	CA
Eskaton Care Center Greenhaven	Sacramento	CA
Eskaton Care Center Manzanita	Carmichael	CA

**SECTION 999.5(d)(11)(C)**

**8) Letter of Intent from Eagle Arc Partners dated December 21, 2022.**



December 21, 2022

Attention: Dan Revie  
Managing Director  
Drevie@ziegler.com

Dear Dan:

Eagle Arc Partners, LLC ("**Eagle Arc**") and its operating partner Links Healthcare Group ("**Links**") and together with Eagle Arc, "**Buyer**") are pleased to submit the following non-binding letter of intent (this "**LOI**") to outline the terms upon which Buyer would be willing to acquire the operations and associated real property (the "**Assets**") from Eskaton Properties, Inc. and its affiliates ("**Seller**"), as identified on Schedule I attached to this LOI. Buyer's recent transaction experience demonstrates our comfort with the marketplace and our ability to close on a transaction of this nature.

The major terms and conditions include the following:

1. **Assets:** Three (3) skilled nursing facilities (the "**Acquired Facilities**") and the associated interest in real property of such Acquired Facilities (collectively, the "**Real Property**") along with all buildings and other improvements, licenses, permits, personal property, equipment, inventory and other assets that are owned by Seller and used in the operations of the Acquired Facilities (the "**Transaction**"). On the date of the Closing, the Assets will be sold to Buyer free and clear of any and all liens, claims, security interests and other encumbrances of any kind.

2.

3.

If necessary, Eagle Arc has the ability to close in cash and obtain bank financing after the closing is complete.

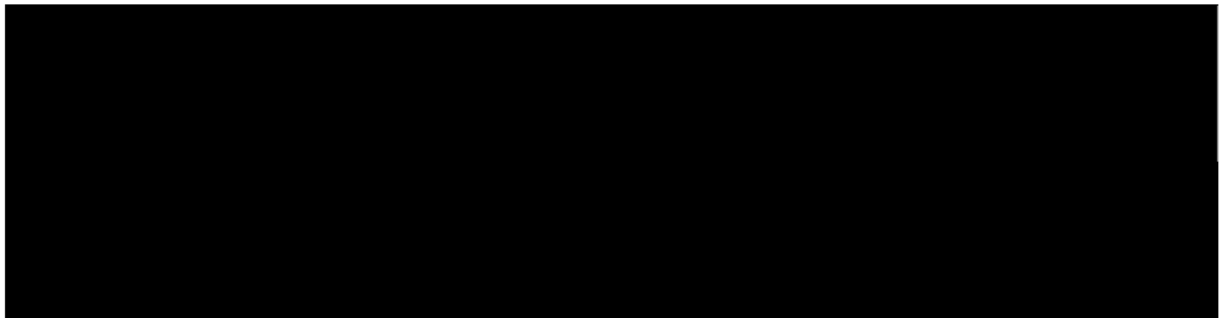
4. **Due Diligence:** Upon the execution of this LOI, the parties will commence negotiations of the Asset Purchase Agreement (the "**Purchase Agreement**") and other such agreements as are necessary to evidence the Transaction (collectively, "**Definitive Agreements**"). The Definitive Agreements will be in forms mutually agreeable to the parties in their sole discretion and include, without limitation, such representations, warranties, covenants, indemnification obligations and other terms and conditions customary in transactions similar to the Transaction. Seller will deliver the draft Purchase Agreement.

[REDACTED]  
[REDACTED] following the signing of the Purchase Agreement. Buyer's diligence work streams may include: legal, insurance, regulatory and clinical diligence and appraisals, Phase I's, and property condition reports. Buyer may perform site visits and Seller will provide reasonable access to the Acquired Facilities upon reasonable prior notice and approval by Seller, and subject to all COVID-19 related regulations and protocols.

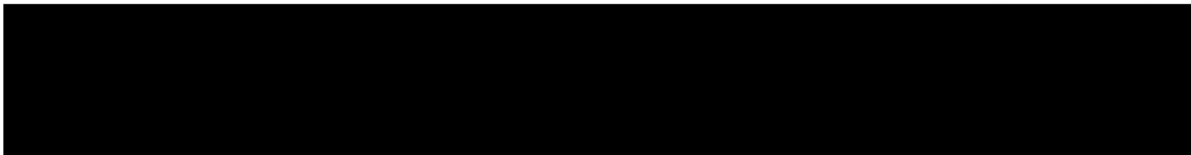
5. **Timeline and Closings:** Subject to other terms included in the Purchase Agreement, the parties will close at the end of the month immediately following the receipt of all necessary regulatory approvals. The expected closing timeline is as follows:

<b>Event</b>	<b>Date</b>
Complete confirmatory due diligence	30 days after signing Purchase Agreement
File Regulatory and Notice Letters (including to the attorney general's office)	Within 7 days after completion of confirmatory due diligence
Closing	At the end of the month immediately following receipt of regulatory approvals

6.



7.



8. **Required Approvals:** Buyer's investment committees have reviewed and approved this proposal. Closing of the Transaction will be subject to:

- Completion of Due Diligence to Buyer's satisfaction prior to completion of the Due Diligence Period;
- Execution and delivery of the Definitive Agreements.

9. **Buyer Background:**

Please see the attached deck that shows relevant information about Links.

Eagle Arc is an investment firm that is focused on acquiring and executing value add strategies across skilled nursing and seniors housing facilities. Funds and affiliates managed by Eagle Arc have acquired over \$1.5bn of senior living assets over the past several years.

Relevant transaction experience below:

*San Diego Facility* - In December 2022 Eagle Arc and Links closed on a 300+ bed facility in San Diego, CA. Links took over operations of the facility from an underperforming operator and will execute a turnaround plan to stabilize the facility.

*Anaheim Facility* – In September 2022 Eagle Arc and Links closed on a facility in Anaheim, CA that was formerly owned by an owner/operator. The facility has a unique contract with the local county government, and Links was able to swiftly navigate the county's new operator approval process in order for the transaction to close in a timely manner.

*Boston Facility* - In September 2022 Eagle Arc closed on a 130+ bed facility in Boston, MA that was previously owned and operated by a Catholic charity organization. Eagle Arc installed one of its local operating affiliates to manage the facility on its behalf.

*Boston Portfolio* - In December 2021 Eagle Arc closed on a \$42M portfolio of three skilled nursing facilities in Massachusetts that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction less than four months after LOI signing in order to meet the seller's goal of closing before the yearend.


*Southeast Portfolio* – In November 2020 Eagle Arc closed on a \$325M portfolio of 21 skilled nursing facilities in Florida, Mississippi, and Georgia that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction despite numerous operational and financial challenges related to the ongoing COVID-19 pandemic.

*Sabra / Senior Care Centers Portfolio* – In March 2019 Eagle Arc closed on a \$283M portfolio of 28 skilled nursing and assisted living facilities in Texas and Louisiana that were owned by Sabra Health Care REIT and operated by Senior Care Centers. Eagle Arc had to navigate Senior Care Center's bankruptcy process in order to gain control of the assets.

*Kindred Portfolio* – In August 2017, Eagle Arc acquired 96 skilled nursing and assisted living assets (approximately 11,600 beds) from publicly traded Kindred Healthcare Inc. in a \$786M transaction. **Included in this transaction were 13 skilled nursing facilities located in the state of California, two of which are owned by Eagle Arc and operated by Links.**

*Regency Integrated Health Services* - The acquisition of Regency Integrated Health Services ("**Regency**"), a post-acute and long-term care healthcare provider platform based in Texas. The acquisition, which closed in 2016 for total consideration of \$510M, included the real estate, operations, management and ancillary businesses. At closing, a new senior leadership team was brought in but the remaining infrastructure and regional was left intact. The platform continues to grow through acquisitions of home health, hospice and facilities-based services, including notable carve-out transactions from Genesis and Senior Care Centers. Regency now operates almost 7,000 beds in Texas.

Golden Living - December 2016 acquisition of the leasehold interests in **21 skilled nursing facilities in California.**

10. **Advisors:** Buyer will engage Sternshein Legal Group for legal counsel in the transaction. We will engage Hooper, Lundy, and Bookman to assist in the legal process with the Attorney General's office. Links and Eagle Arc have successfully gone through three transactions converting not-for-profits SNFs/Hospitals to for-profit entities.
11. **Confidentiality:** This LOI is being submitted on a confidential basis.
12. 
13. **Governing Law.** This LOI is governed by the laws of the State of Delaware.
14. **Non-Binding Proposal:** It is understood that this non-binding proposal does not contain all matters upon which agreement must be reached in order for any transaction to be consummated and, therefore, does not constitute an offer to purchase or create any binding commitment with respect to any transaction. A binding commitment with respect to a transaction will result only from execution of the Definitive Agreements. Buyer retains the right to terminate its interest as expressed in this LOI at any time. Notwithstanding anything contained in this LOI to the contrary, the terms and provisions contained in this paragraph and the paragraphs entitled "Deposit," "Exclusivity," "Expenses," "Confidentiality," and "Governing Law" shall be binding on and enforceable against the parties.

Please indicate acceptance of the above by countersigning a copy of this letter and returning it to us within five (5) business days. Failure to execute and return the document within this period will render this LOI null and void.

We are excited about the prospect of completing the Transaction and look forward to working with you to expeditiously structure and finalize the Definitive Agreements. If you have any questions regarding our interest, please do not hesitate to call Elliott Mandelbaum at (212) 658-1795. Upon signing of this LOI, additional contact information for financial advisors, diligence providers, legal counsel, and third party financing sources will be provided.

Eagle Arc Partners LLC

By:



\_\_\_\_\_  
Elliott Mandelbaum  
Managing Partner

Links Healthcare Group, LLC

By:



\_\_\_\_\_  
Toby Tilford  
Co-CEO

Agreed and Accepted:

Seller

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule I  
The Assets

Property	City	State
Eskaton Care Center Fair Oaks	Fair Oaks	CA
Eskaton Care Center Greenhaven	Sacramento	CA
Eskaton Care Center Manzanita	Carmichael	CA



# Links Healthcare Group



Eskaton SNF portfolio  
Initial proposal

## Links Healthcare Group Overview

*Links achieves the high quality SNF results through an innovative approach to leadership and proven clinical capabilities*

### Links Healthcare Group Overview

- Founded in February 2017, Links Healthcare Group (“Links”) is a privately held company based in San Diego, California. Links provides healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities (“SNFs”).
- Links focuses on acquiring skilled nursing facilities, and improving performance through the implementation of leadership principles, implementing proprietary clinical policies and procedures to improve quality of care, and capital investment to enhance the physical plant of the facilities.
- Links currently manages thirteen skilled nursing facilities and three assisted living facility representing 1,767 licensed beds. Links leases the operations for twelve of the facilities from third party landlords, and owns four of its facilities.

### Focus Geography



Links States

*Strategy: Links Healthcare Group acquires and turns around SNFs with a focus on leadership development and clinical excellence.*

# Links Healthcare Group Management Team



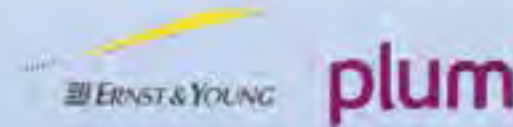
**Toby Tilford**  
*Co-Founder*

## Biography

- 24+ years experience in SNF operations, executive leadership development, financial / clinical business restructuring, SNF acquisitions, facilitating organizational growth through strategic-planning and enterprise leadership
- Co-Founder and Co-CEO of Links Healthcare Group
  - Shares responsibilities of overseeing operations of Links facilities.
  - Works closely with Controller in Links executive financial management responsibilities.
  - He currently serves on the Operator Advisory Board for the National Investment Center ( NIC), the Council Post-Acute Care ( AHCA ) and has been on the Government Relations Committee for California Association of Healthcare Facilities ( CAHF).
- Served as CEO for Plum Healthcare from 2015-2017
- Served as COO for Plum Healthcare from 2009-2015

## Prior Experience & Education

### Prior Experience



HARVARD  
UNIVERSITY



BYU



## Links Healthcare Group Management Team (cont'd)



**Curt Rodriguez**  
*Co-Founder*

### Biography

- 17+ years experience in multi-state SNF operations, executive leadership development, strategic market growth strategy, clinical / financial enhancement planning, operation strategy around new construction, and new acquisition transformation
- Co-Founder and Co-CEO of Links Healthcare Group.
  - Co-leads growth strategies and has grown Links Healthcare Group to 13 SNFs and 3 ALFs in 6 years.
  - With a focus on leadership development has improved clinical and financial operations of each of Links Healthcare Group acquisitions.
- Served as both Area President and Branch President for Plum Healthcare from 2012 – 2017
  - Responsible for clinical / financial strategy implementation, leadership development, compliance, and global market initiatives for 33 SNFs and 2 assisted living facilities across 4 states

### Experience & Education

#### Experience



# Links Healthcare Group Experience Highlights

*Links Healthcare Group is well-positioned to acquire skilled nursing facilities, helping them improve performance and become community leaders in post-acute care.*



## Deep Experience in Turning Underperforming SNF Acquisitions

Links Healthcare Group was founded in 2017 and in 6 years has successfully acquired and turned 13 skilled nursing facilities and 3 assisted living facilities.  
Links leadership had successfully integrated and turned a 27 multi-state facility chain in 2011 for Plum Healthcare Group.  
Links leadership had also acquired and successfully turned an additional 20 skilled nursing facilities from 2011 to 2017 for Plum Healthcare Group.

## Extensive Reputation for Strong Clinical Systems

Significantly improved enterprise 5 star rating and re-hospitalization results.  
Successfully developed preferred partnerships with major health systems such as Kaiser through outcome-based results.  
Link's implements proven clinical systems to turnaround facility clinical outcomes and achieve industry leading results.

## Excellent Multi-State Health System Relationships

Have developed and maintain a preferred partner relationship with Kaiser across portfolio.  
Lead initiatives to achieve multiple partnership status across multiple health systems.  
Maintain deep relationships with major health systems executives within the Western US.

## Attracted Top Industry Talent

Developed deep experience in selection and retention of tier-1 talent.  
Links has a proprietary operational and leadership curriculum to help grow and develop facility leadership.

## Links Acquisition Pipeline

*Links Healthcare has developed a strong portfolio of community leading post-acute facilities across California with most being in the NorCal region.*

Skilled Nursing Facilities		Region	Number of Beds	Lease/Own
RiverPointe Post-Acute	Carmichael, CA		112	Own
Lodi Creek Post-Acute	Lodi, CA		86	Lease
Clearwater Healthcare Center	Stockton, CA		120	Lease
Vineyards Healthcare Center	Livermore, CA		83	Lease
Stratford Villa Post-Acute	Livermore, CA		27	Lease
Avondale Villa Post-Acute	Livermore, CA		37	Lease
Redwoods Post-Acute	San Jose, CA		152	Lease
Westwood Post-Acute	San Jose, CA		258	Own
Creekside Post-Acute	San Jose, CA		130	Lease
The Ridge Post-Acute	San Jose, CA		54	Lease
Beach Creek Post-Acute	Anaheim, CA		138	Lease
The Orchards Post-Acute	Bakersfield, CA		150	Own
The Shores Post-Acut	San Diego, CA		305	Lease
Assited Living Facilities		Region	Number of Beds	Lease/Own
Westgate Villa Senior Living	San Jose, Ca		60	Own
Tuscany Villa	Livermore, CA		31	Lease
Milan Villa	Livermore, CA		24	Lease

**SECTION 999.5(d)(11)(C)**

**9) Term Sheet and Pamphlet from Cascade Capital Group, LLC dated January 3, 2023.**



**SKILLED NURSING FACILITIES IN CALIFORNIA  
ZIEGLER TERM SHEET  
JANUARY 3, 2023**

**Purchaser:** An affiliated entity, or partner of Cascade Capital Group, LLC

**Operator:** An affiliated entity, or operating partner of Cascade Capital Group, LLC

**Seller:** Eskaton Properties, Inc.

**Form of Sale:** Sale of Assets

**Assets:**

Facility	Address	Licensed Beds
Fair Oaks	11300 FAIR OAKS BLVD, FAIR OAKS, CA 95628	149
Greenhaven	455 FLORIN RD, SACRAMENTO, CA 95831	148
Manzanita	5318 MANZANITA AVE, CARMICHAEL, CA 95608	99

(the "Centers")

396 Total Licensed Beds

**Consideration:** [REDACTED]

**Financing Plan:** [REDACTED]

**Deposits:** [REDACTED]

**Exclusivity:** [REDACTED]

**Purchase and Sale Agreement ("PSA"):** The negotiation of the PSA will be conducted simultaneously with due diligence. Purchaser will provide a draft PSA within seven days of term sheet execution. Purchaser will have all needed internal approvals, including any shareholder and/or board approval, before executing the PSA.

**Contingencies/Approvals:**

- [REDACTED]
- [REDACTED]
- PSA Contingencies:
  - Licensure & Regulatory Approvals
  - Title & Survey
  - Satisfactory Environmental Assessment



**Contemplated Timeline:**

Term Sheet Submitted to Seller	January 3
Term Sheet Execution	January 13
Draft PSA & Operations Transfer Agreement (“OTA”) Circulated	January 20
Expiration of Due Diligence Period	April 1
PSA & OTA Execution <i>(Deposit to be Paid)</i>	April 1
License Approval/Closing Date	First day of month following AG/State Licensure Approval

**Treatment of Current Employees:**

[REDACTED]

**Treatment of Accrued and Unpaid Employee Paid Time Off:**

[REDACTED]

**Asset Inspections:**

Seller will permit access to the Centers for the purposes of third party reports on behalf of Purchaser and the copies of all reports produced will be provided to Seller. Facility access by Purchaser to be governed by the PSA or Seller written permission and at all times to be coordinated in advance with Seller.

**Included Assets:**

All assets owned by Seller and used at the Centers, including but not limited to:

- Property, Plant, & Equipment
- Inventory and Supplies
- Bed rights, licenses, provider agreements, etc. (to the extent transferrable)

**Excluded Assets:**

[REDACTED]

**Assumed Liabilities:**

[REDACTED]

**Excluded Liabilities:**

[REDACTED]

**Seller’s Indemnification:**

Seller and Purchaser shall mutually agree on indemnification language in the PSA.

**Non-Disclosure:**

The parties agree and acknowledge that the Non-Disclosure Agreement executed by the parties remains in full force and effect.

**Non-Binding Term Sheet:**

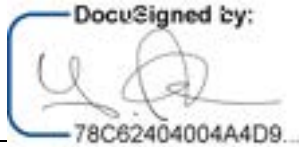
This is a non-binding term sheet and is intended as a good faith expression by the parties of contemplated terms that will be incorporated into a definitive and binding agreement. This term sheet does not contain all matters upon which agreement must be reached in order for the transaction contemplated by this term sheet to be consummated and creates no legal obligations on the part of any party hereto. A binding commitment with respect to the acquisition of the purchased assets will result only from the execution of a definitive agreement.

*[Signatures on following page]*

Agreed in Concept  
*(subject to negotiation of definitive purchase and sale agreement):*

**CASCADE CAPITAL GROUP, LLC**

**(“Purchaser”)**



Signature

Yitzy Rosenblum

Name

Executive Vice President, Acquisitions

Title

1/3/2022

Date

Eskaton Properties Inc.

**(“SELLER”)**

Signature

Name

Title

Date



**CASCADE  
CAPITAL  
GROUP**

FINDING VALUE. CREATING OPPORTUNITY.



ESKATON\_005237



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## 9 ASSET MANAGEMENT PLATFORM

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- 10 ACTIVE ASSETS

# CONTACT INFORMATION

**BEN SHIBE**

CHIEF INVESTMENT OFFICER

*(Faint contact details for Ben Shibe)*

**YITZY ROSENBLUM**

EVP OF ACQUISITIONS

*(Faint contact details for Yitzy Rosenblum)*

**MORDY KAPLAN**

EVP / GENERAL COUNSEL

*(Faint contact details for Mordy Kaplan)*



CASCADELLC.COM

Established in January 2016, Cascade Capital Group is an independent, privately-held healthcare real estate investment & management company focused on acquiring skilled nursing, rehabilitation, post-acute, and transitional care facilities. Cascade seeks to lease our facilities to high quality, regionally focused third-party operators nationwide. We work with groups who demonstrate an identifiable commitment to outstanding care, technological advancement, and personal service. Cascade was founded by the principals who built Legacy Healthcare, one of the largest premier SNF operators in the Chicagoland area, South Dakota, and Montana with roughly 8,490 skilled-nursing beds operated. Cascade is headquartered in Skokie, Illinois.

Cascade offers an unmatched asset management & consulting platform for our operators (tenants) catered specifically to helping ensure their success in each respective region & market. Unlike other healthcare real estate investment groups, we leverage decades of combined operating experience into a comprehensive and detailed process for identifying, analyzing, transacting, leasing, and managing investments which has yielded successful outcomes for sellers along with sustainable returns for our principals and investors. We breathe new life and value into healthcare assets ripe for strategic intervention.

As of August 2022, Cascade has transacted on over 264 facilities comprised of approximately 26,386 beds with revenues of \$2.0 billion. These assets are spread over 24 states under 31 regional operators. Today, Cascade Capital is among the most active independent skilled nursing facility investors with a track record of effective-executions of complex multi-state transactions.

## TRANSACTION HIGHLIGHTS

- *Cascade has transacted on over 264 facilities*
- *31 Independent operators*
- *Approximately 26,386 licensed beds*
- *Transacted on over \$2.0B in annual revenue*
- *Cascade has a pipeline in Q3/Q4 2022 of more than 20+ facilities in various states.*



## 2022 Deals To Date

Properties

49

Transaction / Value Amount

\$295,000,000

### DEALS DURING COVID

**August 2022:** The acquisition of 10 SNF in California consisting of 1,112 beds for a purchase of \$135M.

**May 2022:** The acquisition of 39 SNF in Michigan and Wisconsin consisting of 3,040 beds for a purchase of \$160M.



## 2016 -2019

Properties

144

Transaction Amount

\$727,000,000

*March 2018: The acquisition of two SNFs in Montana. The portfolio is comprised of 310 beds for a combined price of \$13M.*

*November 2017 - February 2018: On behalf of a national REIT, the repositioning of 64 facilities with 5,500 licensed beds across six states with five different operators. Value of the portfolio is approximately \$250M.*

*April 2017: The acquisition of 18 Midwest SNFs. Purchased from a national, publicly-traded owner/operator, the portfolio is comprised of over 1,800 licensed beds purchase in excess of \$80M.*

*September 2016: The acquisition of nine Midwest SNFs. Purchased from a private investment management firm, the portfolio is comprised of over 1,000 beds located in four states, with a purchase price in excess of \$50M.*

*February 2016: The purchase of a three SNF portfolio located in Colorado and Utah. The portfolio is comprised of over 450 beds, with a purchase price in excess of \$31M.*

*January 2016: START OF CASCADE*

*September 2019: The acquisition of two SNFs in Illinois and two SNFs / one ALF in South Dakota. The portfolio consists of 700 beds for a combined purchase price of \$30.5M.*

*August 2019: The acquisition of four SNFs in Florida. The portfolio is comprised of 460 beds for a combined price of \$49M.*

*June 2019: The acquisition of 15 SNFs in South Dakota. The portfolio is comprised of 953 beds for a combined price of \$28M.*

*May 2019: The acquisition of seven SNFs and one ALF in California. The portfolio is comprised of 967 beds for a combined price of \$90M.*

*April 2019: The acquisition of six SNFs and two ALFs in Minnesota and South Dakota. The portfolio is comprised of 567 beds for a combined price of \$41M.*

*October 2018: The purchase of two SNFs located in Chicago, IL. The portfolio is comprised of 230 beds, with a combined purchase price of \$10M.*

*Various Months in 2018: The acquisition of 7 facilities in Ohio, Maryland, Indiana and Connecticut. The portfolio comprised of 1,025 for a combined price of \$54.25M.*

## 2020

Properties

31

Transaction Amount

\$312,000,000

### DEALS DURING COVID

*December 2020: The acquisition of 3 SNFs in Michigan. The portfolio is comprised of 218 beds for a combined price of \$10M.*

*October 2020: The acquisition of 9 SNFs in Iowa and one SNF/ALF in Michigan. The portfolio is comprised of 657 beds for a combined price of \$31M.*

*July 2020: The acquisition of 9 SNFs in West Virginia and Pennsylvania. The portfolio is comprised of 921 beds for a combined price of \$220M.*

*March 2020: The acquisition of 6 SNFs in Michigan. The portfolio consists of 523 beds for a combined purchase price of \$36M.*

*February 2020: The acquisition of three SNFs in Colorado. The portfolio consists of 200 beds for a combined purchase price of \$15M.*

## 2021

Properties

41

Transaction Amount

\$710,200,000

*April 2021: The acquisition of 2 SNF/ALF in Iowa consisting of 188 beds for a purchase of \$10.9M.*

*April 2021: On behalf of a national REIT, the repositioning of 4 facilities with 752 licensed beds across two states with three different operators. Value of the portfolio is approximately \$60M.*

*April 2021: The acquisition of 1 SNF in Missouri consisting of 137 beds for a purchase of \$3.9M.*

*March 2021: The acquisition of 16 SNFs in Maryland and Pennsylvania. The portfolio is comprised of 2,039 beds for a combined price of \$392M.*

*Jan 2021: The acquisition of 1 SNF in Illinois consisting of 87 beds for a purchase of \$5.6M.*

*December 2021: The acquisition of 1 SNF in Indiana consisting of 186 beds for a purchase of \$23M.*

*October 2021: The acquisition of 4 SNF in Virginia consisting of 481 beds for a purchase of \$45M.*

*September 2021: The acquisition of 1 SNF in New Jersey consisting of 120 beds for a purchase of \$24M.*

*August 2021: The acquisition of 2 SNF in South Carolina consisting of 260 beds for a purchase of \$20.4M.*

*July 2021: The acquisition of 1 SNF in Illinois consisting of 240 beds for a purchase of \$17M.*

*June 2021: The lease with purchase option of 8 SNF in Illinois consisting of 1550 beds. Value of the portfolio is approximately \$110M.*

Over the past *14 years*, Cascade / Legacy has led transactions representing over *27,000 licensed beds*. Now, with 49 facilities acquired in 2022, Cascade Capital is *poised for an even greater pace*.



Transactions - Annual Revenue

Transactions - Beds Managed



**CASCADE CAPITAL  
GROUP**

Privately held healthcare real estate investment and management company, focused on acquiring Skilled Nursing facilities nationwide. We create value by acquiring underperforming facilities, investing in necessary capital improvements and carefully selecting premier tenant operators with well-developed business plans.



**KEY STATS**

- Built on the foundations and operational expertise of Legacy Healthcare
- Launched in 2016
- Over \$700 million closed in 2021
- 8 Person executive team with diverse backgrounds in operations, structuring, legal, financing and investment management
- Dedicated asset management department overseeing all of Cascade and Legacy Assets

**LEGACY  
HEALTHCARE**

Legacy Healthcare is a leading provider of outstanding residential health care consulting services. Each facility in its portfolio reflects the unique needs and character of the communities they serve, and all live up to high standards of care by combining clinical expertise with a level of comfort, convenience and modern amenities rarely seen in residential care settings.



**KEY STATS**

- Founded in 2008 with 2 facilities, and has grown to operate 61 facilities in 4 states
- Concentrated in Chicago metro, with recent expansion of Legacy's Western division in SD and MT.
- Corporate staff of over 200 employees with dedicated departments overseeing billing, A/R, clinical and marketing

**ML GROUP DESIGN  
DEVELOPMENT**

ML Group is a full service design and development firm offering comprehensive implementation and consulting services related to healthcare real estate development and asset management. In addition to sophisticated design and renovation, ML Group provides consulting services relating to physical infrastructure, condition assessments, and capital expenditure.



**KEY STATS**

- Founded in 2014
- 40 employees with in-house architecture, interior design, procurement, project management and contracting teams
- Asset management division providing consulting services relating to physical infrastructure, condition assessments, and capital expenditure
- Active in 10 states with a diverse range of activity in healthcare, multifamily, contract, and residential sectors

**CANE INVESTMENT  
PARTNERS & AFFILIATES**

Opportunistic investment fund focusing on opportunities in healthcare ancillaries, real estate, and venture capital. The CANE investment platform and deal team allows Cascade to stay on the cutting edge of technology and startup trends in both healthcare and other industries. In addition to its investment activities, Cane serves as an umbrella to oversee a diversified and growing portfolio of ancillaries and investments that leverage and support Cascade's financial and operating foundation.



**KEY STATS**

- Vital – Nurse Practitioner
- Pharmscripts II – Pharmacy IV
- Remedy II – Therapy IV
- Concerto – Dialysis IV
- AS Stat – Mobile diagnostic
- Illiscan – Laboratory
- Onyx – 3<sup>rd</sup> party procurement
- Remed – New and refurbished medical equipment
- 3<sup>rd</sup> Eye – Telehealth
- Next Level – housekeeping, laundry, and linen
- EcoBrite – Automated Laundry for SNF & Homecare
- Greenworks – Financing for green energy (solar) projects
- Key Autism – Multi-state ABA Therapy
- Leading Pharma – Generic Pharmaceutical Supplier
- Real Estate – [ESKATON\\_005242](#)



# CANE

INVESTMENT PARTNERS

## HEALTHCARE

Investments

15

*Notable Investments*

## CONSUMER/TECH

Investments

7

*Notable Investments*

## REAL ESTATE

Investments

9

*Notable Investments*

## FUNDS/OTHER

Investments

4

*Notable Investments*





## Chaim Rajchenbach

*Co-Founder / Managing Director*

With an eye for opportunity, Chaim is focused on Cascade Capital's growth – through acquisition, financial performance, and leadership development. Over the course of his career, Chaim has led several complex acquisitions and launched multiple successful healthcare companies, including Legacy Healthcare, of which he was an integral piece of its transformation into a premier SNF brand. Now, as Managing Director of Cascade Capital, his priorities and passion are focused on deal sourcing, business development, and creating a high-performing, agile executive team capable of exceeding expectations in a fast-paced, dynamic market.



## Menachem "Nachy" Shabat

*Co-Founder / Managing Director*

Nachy has been an integral piece in the formation of several successful healthcare companies, including Legacy Healthcare. He is an accomplished operations leader and has honed his management skills on the frontlines of facility administration at Legacy Healthcare. His expertise in operations, quality initiatives, regulatory requirements and patient satisfaction, provides the vision and leadership necessary to recruit, evaluate and engage high-performing operators. As Managing Director, Nachy plays a key role in Cascade Capital's strategic planning, and in nurturing operator/lessee relationships.



## Ben Shibe

*EVP / Chief Investment Officer*

Ben has been with Cascade since its launch in 2016. He is involved in all aspects of deal negotiations and has also helped build the company's financial and asset management systems. Prior to joining Cascade, he worked for a single-family office and hedge fund where he served as the Director of Analysis and led the group's real estate operations. Ben is a CFA® charter-holder and holds degrees in Computer Science and Philosophy from the University of Wisconsin, Madison. In addition to his role with Cascade, Ben also serves as Chief Investment Officer for Cascade's Family Office and its private equity affiliate, Cane Investment Partners.



## Mordy Kaplan

*EVP / General Counsel*

As Cascade General Counsel, Mordy's primary focus is on the negotiation, structuring and documentation of acquisitions. Prior to joining Cascade, Mordy worked for Gutnicki LLP, a boutique Chicago-based healthcare transactional firm. Mordy has vast experience in all aspects and types of healthcare transactions including mergers and acquisitions, general corporate law, and health care licensure. He earned his J.D., from the Chicago-Kent College of Law, where he received a Certificate in Business Law and was an Executive Editor of the Chicago-Kent Law Review.



## Moti Ninio

*EVP of Financial Operations & Acquisitions*

Prior to assuming his duties as Chief Financial Officer for Legacy Healthcare and the Director of Financial Operations and Acquisitions for Cascade Capital Group, Moti was the Controller at Legacy Healthcare, LLC. In this role, he developed extensive relationships with both lenders and healthcare operators and closed over \$1 billion in financing for assets in various states. He has a thorough knowledge of underwriting and an innate understanding of the numerous regulatory, financial and clinical aspects of managing healthcare operations. Moti received his Masters in Accounting from Northeastern Illinois University.



## Daniel Garden

*EVP / General Counsel*

As Cascade General Counsel, Daniel oversees the company's legal work including financial transactions and general corporate matters. He brings with him a proven capacity to handle all the nuances of real estate, corporate and contract law, including health care licensure and compliance, while still maintaining a focus on the company's overall business objectives. Daniel received his B.A., cum laude, from Loyola University Chicago, and a J.D. from Chicago-Kent College of Law.



## Yitzy Rosenblum

*EVP of Acquisitions*

Yitzy has been with Cascade since its launch in 2016. Skilled at building and nurturing business relationships, Yitzy oversees Cascade acquisitions, leasing and divestiture activity. Prior to joining in January of 2016, Yitzy developed an extensive background in healthcare marketing, admissions, and business development and later pivoted into the area of mergers and acquisitions in 2014. Yitzy began his career at a well-known post-acute care provider in New York as Director of Marketing and Business Development, where he earned a reputation for transforming the census and financial performance at troubled facilities.



## Eli Davis

*EVP of Special Projects*

Eli's diverse background in banking, tax liens, healthcare investments and SNFs provide a unique perspective to Cascade's investment process. In addition to his role at Cascade, Eli is the Managing Partner of Cane Investment Partners which invests in the healthcare industry and alternative investments.

PORTFOLIO  
ADVISORY

**Oversight:** Continuously monitor, measure, and evaluate facilities clinical performance.

**Evaluation:** Evaluate facility performance against regional, state, and national benchmarks.

**Compliance:** Review any clinical compliance issues, assist in resolution, as needed.

**Market Trends:** Research industry and market trends to assist our operators in how to best navigate the changes in the healthcare industry.

FINANCIAL /  
OPERATIONAL  
ASSET  
MANAGEMENT

**Financial Review:** Review and analyze financial reports and measurements.

**Operational Planning:** Review operator proforma and budgets and strategy. Conduct comprehensive site visits.

**Performance Monitoring:** Monitor and report on overall operational performance of portfolio(s).

**Reimbursements:** Inform tenants of government changes to help maximize federal and state reimbursement opportunities.

**Capital Planning:** Review and approve and oversee completion tenant capital improvement projects.

FINANCIAL  
OVERSIGHT

**Accounting:** Management and oversight of Real Estate accounting and escrows.

**Distributions:** Track and execute distributions for investors.

**3rd Party Reports:** Summarize third-party audits, PCAs, appraisals, environmental reports.

**Compliance:** Monitor insurance compliance of tenants against lease requirements.

**Loan Administration:** Monitor and administer loan covenants including reserve draws.

CLINICAL ASSET  
MANAGEMENT

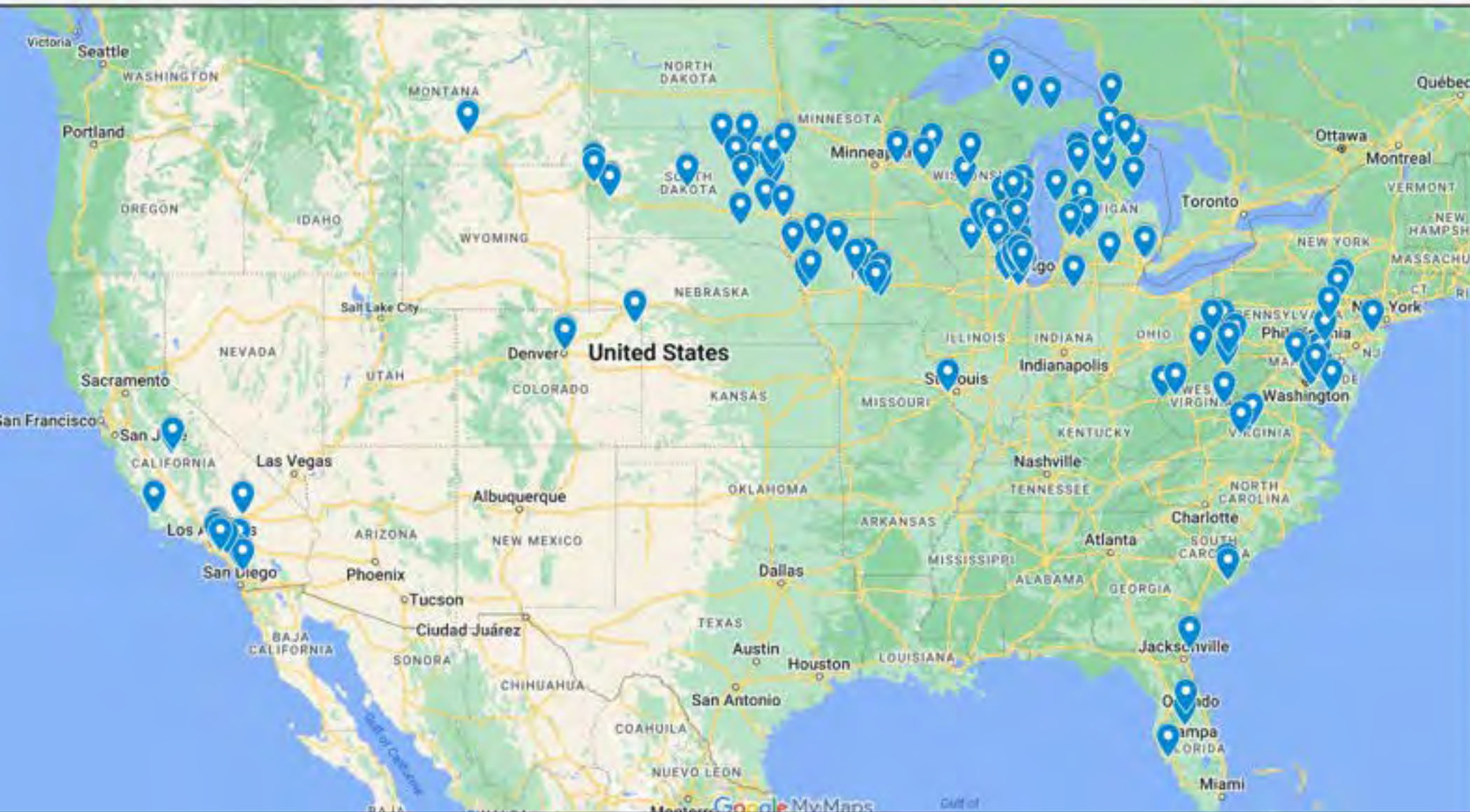
**Market Insight:** Evaluate market conditions, technology, and facility development.

**Legislative Monitoring:** Monitor national and state legislative updates and changes.

**Portfolio Structure and Advisory:** Advice on agreements and financing documents.

**Sales and Dispositions:** Advise on the disposition/sale of assets, as required.





## ASSET STATS

ROBUST ASSET MANAGEMENT  
PLATFORM INCLUDING LEGAL,  
ACCOUNTING, UNDERWRITING &  
CLINICAL DEPARTMENTS.

OVERSIGHT FROM CASCADE'S  
EXPERIENCED MANAGING  
DIRECTORS & EVP TEAM.

193 ACTIVELY MANAGED ASSETS

25 ACTIVE REGIONALLY BASED  
OPERATORS

17 ACTIVE STATES

MULTIPLE ACTIVE DEBT  
PROVIDERS

**SECTION 999.5(d)(11)(C)**

**10) Letter of Intent from Bespoke Healthcare Management  
dated December 21, 2022.**

December 21, 2022,

*TRANSMITTED VIA EMAIL TO  
DRevie@ziegler.com*

Dan Revie  
Managing Director  
Ziegler Investment Banking  
790 N. Water Street  
Suite 2275  
Milwaukee, WI 53202

**RE: Letter of Intent for Acquisition of skilled nursing facilities, as further described on Exhibit A attached hereto and by this reference made a part hereof (collectively, the “Facilities”):**

To Whom It May Concern:

This letter of intent (this “LOI”) will confirm the intention of one or more affiliates of Bespoke Healthcare Management (collectively, “Buyers”) to purchase the Facilities (including real estate, improvements, personal property and other assets) from the owners of the Facilities (collectively, “Sellers”), and one or more entities affiliated with Buyers (collectively, “New Operators”) to assume the operation of the Facilities from the operators of the Facilities (collectively, “Current Operators”). The principal terms of the sale shall be as follows:

Purchase Price:

[REDACTED]

Background:

Buyers will enter into a definitive mutually agreeable asset purchase agreement with Sellers (the “APA”) and take title to the real estate, improvements, and certain other assets, and New Operators will enter into a definitive mutually agreeable operations transfer agreement with Current Operators (the “OTA”, and, collectively, with the APA, the “Transaction Documents”), and act as the operators and lessees of the Facilities.

Earnest Money:

[REDACTED]

[REDACTED]

Due Diligence Period:

[REDACTED]

[REDACTED] to complete its due diligence, including but not limited to regulatory, environmental, engineering, and title review and any other due diligence Buyers deem necessary. If Buyers are not satisfied with the results of its investigations during the Due Diligence Period, for any reason or no reason, Buyers shall have the right to terminate this LOI and the Transaction Documents in their sole and absolute discretion, the Earnest Money shall be returned to Buyers and each party shall be relieved of their obligations under the Transaction Documents. [REDACTED]

[REDACTED]

[REDACTED] This LOI is conditioned upon Buyers receiving from Sellers Medicaid rate letters that are satisfactory to Buyers as well as evidence that the rates reflected thereon are or are not locked.

Funding:

[REDACTED]

Closing:

“Closing” shall take place at such time that Attorney General of the state of California has approved the transition from not-for-profit to for profit status for all skilled nursing facilities listed in Exhibit A and contingent upon the satisfaction of the contingencies set forth in the Transaction Documents. At Closing ownership of the facilities shall transfer to Buyers, which will be closed in escrow at the Closing, which escrow shall be released upon approval of the TPA.

Title Company:                    TBA (the “Title Company”), will be the title company and escrow agent for this transaction.

Closing Costs:                    Closing costs shall be paid in accordance with local custom in the jurisdiction in which the Facilities are located.

Transaction Documents: [REDACTED]

Confidential:                    To the extent permitted by law, the parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby in confidence. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors, financing sources, and partners, provided they agree to be bound by the confidentiality set forth herein.

Exclusivity:                    In consideration of the substantial expenditure of time, effort and expense to be undertaken by Buyers and New Operators following the execution and delivery of this letter of intent, Sellers shall not offer the Facilities (or any part thereof) for sale or lease to or solicit or accept any offers from or negotiate with any person other than Buyers, New Operators, or any other entities affiliated with Buyers during the period commencing on the date hereof and continuing [REDACTED]

Expiration of Offer:                    This offer shall expire on January 21, 2023, at 5:00 p.m. EST if not otherwise countersigned by Sellers.

This is a letter of intent only, and is not intended to, nor does it, create any legal commitments binding upon any party with respect to the purchase, sale or lease of the Facilities other than with respect to the sections titled “Due Diligence Period,” “Confidential” and “Exclusivity” above. If this letter of intent is acceptable to Sellers, the parties shall proceed toward negotiation of the Transaction Documents. Except as



otherwise set forth herein, only such Transaction Documents shall legally bind the parties hereto in connection with the transaction contemplated herein.

Please communicate your acceptance of this letter of intent by signing below and returning one (1) copy to the undersigned. This letter of intent may be executed by facsimile or .pdf.

Sincerely,

\_\_\_\_\_  
Michael Torgan, COO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative  
Date: \_\_\_\_\_

**Agreed and Accepted:**

Each of the Sellers and Current Operators identified on Exhibit A

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**The Facilities**

1. Eskaton Care Center Fair Oaks, Fair Oaks, CA - 148 beds
2. Eskaton Care Center Greenhaven, Sacramento, CA – 148 beds
3. Eskaton Care Center Manzanita, Carmichael, CA - 87 beds



Healthcare Innovation and Integration

# Bespoke Healthcare Management



BHM is a physician lead integrated healthcare delivery model that acts to work as the connective tissue for a variety of healthcare platforms.

Its managements team brings collectively over 60 years of healthcare executive management and physician services experience.

Acute Care

Skilled Nursing

Medical Group

Through its affiliated medical group as the hub and ancillary healthcare verticals, Bespoke Healthcare Management provides management oversight, financial support, strategic planning, cross functional integration to bring together a symbiotic aligned healthcare delivery model.

# Bespoke Healthcare Management



- 6 different verticals combining for 9 different entities
  - Acute Care
  - Medical Groups
  - Home Healthcare
  - Hospice/Palliative Care
  - Ambulatory Surgery
  - Medical Clinics
- Over 60 medical professionals - physicians, mid-levels, psychologists, covering 8 specialties
  - Internal Medicine
  - Psychiatry/Psychology
  - Orthopedics
  - Surgical Podiatry
  - Infectious Disease
  - Neurology
  - Cardiology
  - Pulmonology
- More than 250 employees and contracted professionals
- 6 Medical and Behavioral Health Clinics
- Overall services provided from 10 Healthcare locations

# Bespoke Healthcare Management Ecosystem





# Glenn Marshak, MD

## CEO



Dr. Glenn Marshak is CEO, founder and owner of Bespoke Healthcare Management and has served as the President, Hospital Operations and Medical Affairs, at Mission Community Hospital since 2010. His healthcare management company provides integrated management services, operations management, and leadership for multiple healthcare entities. Dr. Marshak has significant experience turning around distressed healthcare assets. He currently services as an advisory to Blackrock's healthcare division.

In his previous role as the CMO of Verity Health System, he was part of the senior management team that was selected as the winning bidder by the Daughters of Charity Health System in July 2015, in affiliation with Blue Mountain Capital Management. This was the largest non-profit healthcare transaction in California's history. After assuming control of Verity, Dr. Marshak was instrumental in implementing over \$100 million of turnaround initiatives and realizing \$40 million in annualized margin improvements.

Dr. Marshak is a Diplomat of the American Board of Internal Medicine and the American Academy of Pain Management. Dr. Marshak obtained his M.D. from University Health Sciences/Chicago Medical School. He completed his residency in Internal Medicine at UCLA/Wadsworth VA Medical Center. Dr. Marshak has been in private practice for more than 25 years and maintains medical staff privileges at Cedars-Sinai Medical Center. He is involved in the education of the next generation of healthcare professionals and serves as adjunct faculty at Keck USC Medical School.



# Michael Torgan, MBA, NHA COO



Michael Torgan is currently co-founder and Chief Operating Officer of Bespoke Healthcare Management, overseeing operations across multiple healthcare entities, encompasses an integrated healthcare delivery model. Mr. Torgan brings over 30 years of executive management expertise in post-acute (skilled nursing and sub-acute) and healthcare space spanning operational, strategic, turnaround, administrative, regulatory, M&A and managed care. As a leader in the industry, he brings a diverse background involving sub-acute care, skilled nursing, behavioral healthcare, value-based purchasing models of care, population health, ancillary services, healthcare supply chain management, distressed asset management and senior housing.

As the President of one of the largest skilled nursing companies in the US, he successfully guided the organization's growth from \$180 million to approximately \$500 million in revenue over an eight-year period, while successfully achieving and maintaining a best-in-class care delivery model. In addition, during his career, Mr. Torgan was brought in and successfully led the transition of a \$750 million revenue post-acute healthcare company with 78 facilities across six states in the US to six new operator organizations and help bring the company out of receivership.

Mr. Torgan holds a Bachelor of Arts degree from University of California at Santa Cruz in molecular biology and a Master of Business Administration with certificate in Healthcare Administration from Boston University. Mr. Torgan has served on numerous committees for CAHF and AHCA during his career. He currently serves on a number of boards, as a board member or advisory capacity. He is a recipient of the AHCA/NCAL, Joe Warner Patient Advocacy National Award and has served as an advisory to the USC School of Gerontology.



# Mariette Aroutiounian

Vice President of Clinic and Medical Group Operations



Mariette Aroutiounian currently the Vice President of Clinic and Medical Group Operations for Bespoke Healthcare Management. As a seasoned healthcare professional, she brings more than 20 years of proven success in both the private medical and acute healthcare sectors. She brings deep experience in operations, service line management, credentialing, network and business development and payor relations.

Ms. Aroutiounian has a proven track record for leading the organizational growth and management in healthcare entities throughout Los Angeles and Ventura counties. Her previous roles included Business Development roles within Verity Health System, practice management and in key roles with AltaMed. She has a Bachelor of Science in Gerontology from the University of Southern California and is currently pursuing a master's in health administration. Outside of healthcare management, Ms. Aroutiounian has a great appreciation for the arts and most enjoys spending free time traveling with her family.

# Mike Hickey

Vice President of Strategic Operations

Mike is currently the Vice President of Strategic Operations for Bespoke Healthcare Management. He initiated his leadership experience within the world of behavioral health at Village Care in New York City. Utilizing this experience, Mr. Hickey transitioned into a leadership role at the revered San Francisco based non-profit, the Shanti Project.

Recently, Mike brought his operational leadership to a national start-up, LifeStance Health, serving as a leader in operations covering the Pacific Region that included California, Arizona and Nevada where he was responsible for the execution of expanding the services and operational footprint. Mike was also fortunate to work within leadership at the AltaMed PACE program for seniors who would otherwise qualify for skilled nursing services but allow for them to continue living independently in their homes.

**SECTION 999.5(d)(11)(C)**

**11) Letter of Intent from Aspen Skilled Healthcare, Inc. dated December 16, 2022.**

Aspen Skilled Healthcare, Inc.  
28202 Cabot Rd., Ste 412  
Laguna Niguel, CA 92677

December 16, 2022

**RE: *Partially Binding Letter of Intent of Aspen Skilled Healthcare, Inc., (the “Aspen”) to purchase from Eskaton Properties, Incorporated, and its affiliated entities (collectively, “Eskaton”) the real properties and operational assets used in connection with the operations of those certain skilled nursing facilities set forth on Schedule 1 hereto (each a “Facility” and collectively, the “Facilities”).***

Dear Gentlemen:

Except as expressly stated in paragraphs 8 through 12 below, the parties acknowledge and agree that this Letter of Intent (“LOI”) is not intended to be or to evidence any legally binding agreement or obligation on the part of either party. No further agreement will be entered into unless and until each party has reviewed, approved (in its sole discretion), and executed after review by counsel, a definitive written agreement. Neither party has any obligation to negotiate or conclude the business arrangement described in this LOI. Each party acknowledges that it will not take action or refrain from taking action in reliance on the portions of this LOI intended to be legally nonbinding, and that any such reliance would be at its own risk.

The parties agree that the provisions in paragraphs 8 through 12 below represent the parties’ legally binding agreements, enforceable in accordance with their terms. The enforceability of those provisions is not conditioned on further negotiations or the successful outcome of any further negotiations.

If the parties execute a definitive agreement, that agreement will supersede this LOI. However, failure to achieve a more complete agreement will not limit the enforceability of the provisions in this LOI specified to be binding. This LOI reflects the agreement between Aspen and Eskaton for Aspen’ purchase of the Facilities and underlying real properties from Eskaton.

1. TRANSACTION. Aspen shall purchase from Eskaton, Facilities, the underlying real properties to each Facility, the improvements, buildings, and shall also acquire the Acquired Assets (as defined in Paragraph 3 below) associated with each of the Facilities (the “Transaction”). The Transaction shall be governed by a Purchase and Sale Agreement (the “PSA”), Management and Operations Transfer Agreement (the “MOTA”), and such other documents as may be necessary to consummate the Transaction, (collectively, the “Transaction Documents”).

2. PURCHASE AND SALE.

a.

[REDACTED]

b.

[REDACTED]

3. ACQUIRED ASSETS SUBJECT TO TRANSACTION. Pursuant to the terms of the PSA to be negotiated after the parties' execution of this LOI, and in addition to Eskaton's interests with respect to the Facilities and underlying real properties, the Purchase Price includes the following assets which will be conveyed to Aspen or its subsidiary on the Closing Date for no additional consideration (collectively the "Acquired Assets"):

a. All assets used in connection with or related to the Facility, including but not limited to the real property and improvements, all personal property, all furniture, fixtures, equipment, vehicles, inventories (minimum 7 days) and supplies (minimum 7 days), used in connection with or related to the operation of the Facility.

b. All licenses, permits and approvals, and resident contracts owned or controlled by Eskaton and required to operate the Facilities, to the extent permitted by applicable laws.

c.

[REDACTED]

d. All telephone numbers, trade names, policies and procedures, service marks, trademarks, proprietary information and goodwill related to and used in connection with the Facility.

e. Aspen shall not assume any pre-Closing Date obligations or liabilities of the Eskaton and/or the Facility, including but not limited to Quality Assurance Fees.

4. EXCLUDED ASSETS. The following Eskaton assets will be excluded from this Transaction ("Excluded Assets"):

a.

[REDACTED]

[REDACTED]

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

5. CLOSING DATE. The "Closing Date" of this transaction shall mean the first day of the month after the AG Approval (as defined below) has been acquired, or such later date after the expiration of the Due Diligence Period, as may be agreed between the parties.

6. DUE DILIGENCE AND EXCLUSIVITY. [REDACTED]

[REDACTED] Aspen shall be provided access to such information concerning the Facility or Acquired Assets and access to the Facility as Aspen requires so that Aspen, in its sole discretion, may confirm the assumptions of Aspen in executing this LOI and the subsequent Transaction Documents. Eskaton agrees to comply with Aspen's reasonable requests (with at least twenty-four (24) hours' notice for Facility access) for relevant documents, information, inventories and access to the Facility, including for physical inspections and the preparation of third party reports, including but not limited to appraisals, property condition assessments, and environmental report with respect to each Facility and underlying real property. Notwithstanding the foregoing, Aspen shall not undertake any invasive testing at any of the real properties or any Facility without first obtaining Eskaton's prior written consent thereto, which written consent shall not be unreasonably denied or withheld. Aspen and Eskaton agree to use good faith efforts to negotiate the Transaction Documents during the Due Diligence Period, it being understood that time is of the essence with respect to Aspen's due diligence requests to Eskaton and with respect to the negotiation and finalization of the Transaction Documents. At the end of the Due Diligence Period, Aspen, at its sole discretion, and without penalty or may choose to terminate the LOI and/or the Transaction Documents in writing or elect to proceed with this transaction. Should Aspen elect to terminate the transactions contemplated under this LOI prior to the Due Diligence Period, the Deposit shall be released to Aspen and the parties shall have no further obligations to proceed with the transactions contemplated under this LOI. Should Aspen elect to proceed with the Transaction beyond the Due Diligence Period, the Deposit shall continue to be held in Escrow and shall only be released on the Closing Date if Closing occurs to be applied to the Purchase Price. Notwithstanding the foregoing, from and after the end of the Due Diligence Period, the Deposit shall be refundable to Aspen, only if: (x) the AG Approval is not obtained; (y) the AG Approval is obtained, however such conditions listed in the AG Approval materially increases Aspen's financial burdens with respect to the Transaction; or (z) the Eskaton breaches its obligations under the forthcoming PSA.

7. CONDITIONS PRECEDENT. The following Conditions Precedent must be satisfied or waived by Aspen, in Aspen's sole and absolute discretion, prior to the Closing Date:

- a. Aspen shall have received adequate assurances that it will be able to obtain skilled nursing facility licenses ("New Licenses") issued by the California Department of Public Health ("CDPH") permitting Aspen to operate the Facilities.



Notwithstanding the foregoing, it is understood by the parties that the New Licenses are not expected to be received by Aspen by the Closing Date, and that Aspen and Eskaton will close on the transaction pursuant to the MOTA, whereby Aspen shall manage each Facility on behalf of each existing operator, and under each of the existing skilled nursing facility licenses and each Facility's existing Medicare, Medi-Cal and other third party provider agreements, pending Aspen's change of ownership application with CDPH for the New License. [REDACTED]

- b. Eskaton and Aspen shall have executed and entered into mutually agreeable Transaction Documents.
- c. Aspen's receipt of requested Due Diligence information, including, but not limited to inventories, operational information, environmental and seismic studies, building plans and surveys in the Eskaton's possession and Aspen's subsequent satisfactory completion of Due Diligence.
- d. No material adverse change in the condition or prospects of any Facility prior to the Closing Date.
- e. Completion of environmental, structural/engineering, appraisal, title, zoning and land survey acceptable to Aspen in its sole discretion.
- f. The Acquired Assets of the Facility shall be transferred free and clear of all liens and encumbrances.
- g. Eskaton shall have applied for, and the Attorney General of California shall have issued, written approval of the sale of the Facilities from Eskaton to Aspen (the "AG Approval") and provided further that any such conditions set forth in such AG Approval does not materially increase Aspen's financial burdens with respect to the Transaction. The PSA shall expressly provide, that should the AG Approval set forth conditions that materially increase Aspen's financial burdens with respect to the Transaction, Aspen shall have the option to terminate the transaction and receive a return of its Deposit.

8. **COVENANTS.** It is understood that the Transaction Documents will contain standard and usual covenants, conditions, representations, warranties and indemnifications. Additionally, Aspen has advised Eskaton that upon consummation of the Transaction that Aspen intends to obtain accounts receivable financing for the Facilities, and the PSA shall expressly provide that Eskaton shall reasonably cooperate with Aspen in obtaining such accounts receivable financing.

9. **BROKERS** [REDACTED]

10. PUBLIC ANNOUNCEMENTS. There shall be no public announcements regarding this transaction unless otherwise required by law, until the successful closing of the transactions contemplated under the Transaction Documents.

11. NO SHOP PROVISION. Until the later of the end of the Due Diligence Period or, if the Transaction Documents are executed, then until the Closing Date, Eskaton agrees to deal exclusively with Aspen with respect to the disposition of the Facilities and will cause the officers, directors, representatives and agents of Eskaton's not to solicit interest in, encourage, supply information in connection with, negotiate or entertain, directly or indirectly, any transaction involving:

- a. the acquisition of Facilities or any of the underlying real properties; or
- b. a business combination involving the Facilities; or
- c. the sale of any significant equity interest in the Facilities; or
- d. the sale of all or a significant portion of the Facilities or Acquired Assets to anyone.

12. EXPENSES. [REDACTED]

*(signatures on following page)*



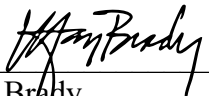
*Signature Page*  
*-Letter of Intent*

As indicated above, this LOI is intended to be a legal and partially binding agreement, enforceable in accordance with the provisions set forth in this LOI. If the above is consistent with your understanding and intent, please sign and return a copy of this LOI to me by fax, with the original to follow by overnight mail, at the above address by 5:00 p.m. Pacific Time on **December 30, 2022**. All offers and agreements under this LOI shall expire if not executed and returned by that date.

Very truly yours,

**ASPEN:**

Aspen Skilled Healthcare, Inc.

By:   
Name: Jay Brady  
Title: President

AGREED TO AND APPROVED:

**ESKATON:**

ESKATON PROPERTIES, INCORPORATED,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Schedule 1**

List of Facilities

<b><u>Facility Name &amp; Address</u></b>	<b><u># of Beds</u></b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Blvd., Fair Oaks, Ca 95628	149 licensed SNF Beds (148 operational SNF Beds)
Eskaton Care Center Manzanita 5318 Manzanita Ave., Carmichael, CA 95608	99 licensed SNF Beds (95 operational SNF Beds)
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	148 licensed SNF Beds (148 operational SNF Beds)
<b>Total:</b>	396 licensed SNF Beds (391 operational SNF beds)

Aspen Skilled Healthcare, Inc.  
28202 Cabot Rd., Ste 412  
Laguna Niguel, CA 92677

Transact on Structure Q&A:

- A non-binding estimate of the cash acquisition value, as well as a brief description of the transaction structure; **Outlined in the attached LOI.**
- An indication of the source(s) of financing contemplated for the potential acquisition, including the proposed debt and equity structure, the availability of the proposed capital structure, and any contingencies with respect thereto; **Aspen will use internal cash along with debt financing with either one of our banking partners (White Oak or BOK) or one of several other private sources with whom we maintain relationships.**
- A specific list of additional information required to complete the investigation of the Portfolio; **Due Diligence list attached in separate excel file.**
- A list of corporate, shareholder or regulatory approvals required to consummate the transaction (if any); none. **Aspen is a privately held company with all owners already committed to this transaction.**
- The name of outside advisors (including legal representation) you have engaged or plan to engage (if any) to assist you in evaluating and documenting this transaction; **We will engage our transaction attorneys (Sternshein Law Group) and either Hooper Lundy Bookman or Hansen Bridgett, both are firms we have worked with recently on other similar CA Attorney General approved transactions.**
- A discussion of your organization's historical operating track record in California (including a list of properties operated in the state), as well as any other state(s) you operate in; **Aspen owns and operates 31 facilities in California. We have a professional organization with decades of experience operation snfs in California. Our track record and reputation with the Department of Health and among our peers is exemplary.**
- A discussion of how your organization arrived at the suggested value of the Portfolio; **We have internal underwriting capability combined with extensive California specific acquisition experience. We are happy to have a more detailed discussion if required.**
- A preliminary timetable required to consummate the transaction. **Aspen has the ability to close this deal within 90 days but anticipate it taking 7-9 months to clear all AG requirements.**

**SECTION 999.5(d)(11)(C)**

**12) Letter of Intent from Ensign Group dated December 15, 2022.**

December 15, 2022

VIA EMAIL TO [DRFYIE@ZIEGLER.COM](mailto:DRFYIE@ZIEGLER.COM)

Dan Revie  
Managing Director  
Ziegler  
312.307.5795

**Re: Letter of Intent for Eskaton Portfolio**

Dear Dan:

Please accept this letter as The Ensign Group's (herein "Ensign," "we," "us" or similar verbiage) preliminary, non-binding indication of interest to acquire substantially all of the assets described further below. We are pleased to present the following basic terms for an **asset transaction**, with full terms to set be forth in formal documents (the "Purchase Agreement") once we have come finalize the basic terms after further diligence and discussion with the seller. Please note that we have **no financing contingency** in this proposal; we have cash on hand sufficient to close any proposed transaction. The basic terms we would propose are:

**Facilities:** We propose to acquire the following facilities, together with all ancillary buildings, furnishings, fixtures, equipment, vehicles, inventory, supplies, contracts, intangibles and other assets currently held or used in connection therewith (the "Facilities"), but not including accounts receivable and usually-excluded assets and liabilities, which Current Operator (as defined below) will retain:

1. **Eskaton Care Center Fair Oaks**, a skilled nursing facility with 148 skilled nursing beds located at 11300 Fair Oaks Blvd, Fair Oaks, CA 95628; and
2. **Eskaton Care Center Greenhaven**, a skilled nursing facility with 148 skilled nursing beds located at 455 Florin Rd, Sacramento, CA 95831; and
3. **Eskaton Care Center Manzanita**, a skilled nursing facility with 95 skilled nursing beds located at 5318 Manzanita Ave, Carmichael, CA 95608.

**Buyer:** Wholly-owned holding subsidiaries of The Ensign Group, Inc., to be formed (the "Buyer").

**Purchase Price:**



**Title:** Title by warranty deed free of all encumbrances except current real estate taxes & assessments prorated per local custom, easements and CC&Rs of record; possession at close free of all leases, management agreements and occupants except current patients.

Seller to provide a current TLTA Owner's Policy of Title Insurance, FF&E, inventory, warranties thereon and other seller assets at the Facilities shall be transferred in-place and free of all encumbrances by Bill of Sale and Assignment (with warranties as to title but not condition or suitability).

**Transfer of Operations:**



Assignable vendor and service contracts, licenses, provider certifications, numbers and agreements, trade names, permits and other documents and intangibles related to the operation of the Facilities shall be transferred in-place by Bill of Sale and Assignment (with warranties as to title but not condition or suitability), under separate Operations Transfer Agreement (the "OTA") by current operator of the Facilities (the "Current Operator") to new operator to be designated by the Buyer (collectively, the "New Operator"). Current Operator shall reject or terminate contracts identified as undesirable by New Operator in its sole discretion. The OTA and Purchase Agreement shall be prepared by the Buyer, subject to reasonable comment by the Current Operator and seller, as applicable. Vehicles in use at the Facilities to be transferred lien-free to the New Operator by delivery of signed title and keys.

**Condition; Maintenance of Operations and Physical Plant:**

The transfer shall be on an "AS-IS, WHERE-IS" basis, without seller warranty or representation except as to customary representations surrounding ownership and title and knowledge-based representations regarding certain other ownership related items. Until closing, seller will cause Current Operator to operate the Facilities in substantial compliance with law and the requirements for continuing licensure, admit residents, and maintain in force all worker's comp, general/professional liability, and property/casualty insurance. Operating revenues and expenses will be prorated as of closing; Current Operator will indemnify Buyer and New Operator for all pre-transfer liabilities, expenses and overpayments, and New Operator will indemnify Current Operator for all post-transfer liabilities and expenses.

**Contingencies:**



**Fees & Costs:**

Seller and Buyer shall each be responsible for their own broker's fees and commissions, if any. Buyer has used no broker in this transaction. Each party shall bear its own transaction costs including, without limitation, attorney fees.

**Exclusivity:** Upon acceptance of this letter of intent, seller will not enter into any other term sheet, LOI or definitive agreement regarding the sale, lease or management of the Facilities

[REDACTED]

**Non-Binding:** Other than the sections titled "Exclusivity" and "Entire Agreement" (collectively, the "Binding Provisions"), this letter does not constitute and will not give rise to any legally binding obligation on the part of either Buyer or seller. Except as expressly provided in the Binding Provisions (or as expressly provided in any binding written agreement that Buyer and seller or their respective affiliates may enter into in the future), no past or future action, course of conduct or action, or failure to act relating to the proposed transaction, or relating to the negotiation of the terms of the proposed transaction or the OTA, will give rise to or serve as a basis for any obligation or other liability on the part of Buyer or seller.

**Entire Agreement:** The Binding Provisions constitute the entire agreement between Buyer and seller, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between Buyer and seller on the subject matter of this letter. The Binding Provisions may only be amended or modified in writing by both seller and Buyer. This letter may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile or email transmission of a true scanned copy of any signed original counterpart transmission shall be deemed the same as the delivery of an original.

*[continued on following page]*

Of course, this proposal is not comprehensive, and is not an offer to enter into any kind of transaction; it is merely an attempt to identify basic business terms upon which a definitive offer could be made and accepted. These terms are not to be binding on us or your client unless and until they are incorporated into a definitive set of fully-executed purchase and transfer documents to be negotiated and executed hereafter. We also note that we have not had an opportunity to visit the property to date and we reserve the right to amend our offer in all respects upon completion of our site visit.

If the terms contained in this letter are acceptable, please so indicate by signing, dating and scanning a copy of this letter back to us on or before **December 30, 2022**. We will then work with you to quickly complete the due diligence and prepare actual documents.

We appreciate the opportunity to work with you on this unique opportunity. Please call if you have questions, or if we can be of service to you in any way.

Sincerely,  
THE ENSIGN GROUP, INC.



By: Chad Keetch  
Its: CIO, EVP & Secretary

APPROVED:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

cc: Barry Port  
Suzanne Snapper  
Ian Allen  
Craig Fitch



**SECTION 999.5(d)(11)(C)**

**13) Letter of Intent from Generations Healthcare dated  
December 21, 2022.**

December 21, 2022  
Dan Revie  
Ziegler Capital Markets Group

RE: LETTER OF INTENT TO PURCHASE THREE ESKATON SKILLED NURSING FACILITY LOCATED IN SACRAMENTO, CALIFORNIA. THIS PURCHASE INCLUDES FACILITIES IN FAIR OAKS, GREENHAVEN, AND MANZANITA.

Dear Mr. Revie:

This Letter of Intent serves as an offer to purchase the above referenced property and sets forth the general terms. This offer is non-binding until the execution of the formal Purchase and Sales Agreement.

1. **SELLER:** ESKATON CARE CENTERS or affiliated company
2. **TENANT:** Generations Healthcare or assignee
3. **PROPERTY:** Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd, Fair Oaks, CA 95628  
Eskaton Care Center Greenhaven 455 Florin Rd., Sacramento, CA 95831  
Eskaton Care Center Manzanita 5318 Manzanita Ave., Carmichael, CA 95608
4. **PURCHASE PRICE:** [REDACTED]
5. **PURCHASE TERMS:** [REDACTED]  
[REDACTED]
6. **PURCHASE DEPOSIT:** [REDACTED]
7. **STAFF DURING DUE DILIGENCE:** Current operator to use their best efforts to retain staff during the Due Diligence Period while the new Tenant does their review.
8. **CONTRACT TIMING:** Within Five (5) business days after mutual execution of the Letter of Intent, Landlord shall prepare a complete Purchase and Sale Agreement ("PSA") for review and execution by Seller and Buyer.
9. **DUE DILIGENCE PERIOD:** Buyer shall have [REDACTED] from execution of the PSA to perform inspections, tests and to conduct any and all due diligence as Buyer may desire in its absolute discretion at Buyer's sole expense. Buyer may cancel this transaction by written notice at any time during the Due Diligence Period for any reason in its sole and absolute discretion.
10. **SELLERS DOCUMENTS:** Seller shall provide to Buyer, [REDACTED] accepting the LOI, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of the Seller. Buyer to submit a due diligence list to Seller in conjunction with the PSA.
11. **OPERATION of the PROPERTY:** During the pendency of this transaction, Seller agrees to refrain from entering into any leases, contracts or modifications to the same that affect the Properties.
12. **OPERATIONS TRANSFER AGREEMENT:** Within thirty (30) business days after mutual execution of the PSA, Landlord shall prepare a complete Operations Transfer Agreement ("OTA") for review by Seller, which allows Buyer to operate and bill under the Current Tenant's licensure and provider numbers.
13. **BROKER:** Seller shall pay any Broker commission per separate agreement.

14. **REPRESENTATIONS & WARRANTIES:** Seller represents to Buyer that Seller has no actual knowledge regarding any violations of applicable codes, laws and statutes relating to the Property, including, but not limited to, building codes, all seismic codes and any environmental law. This representation shall not give rise to any duty of inquiry on the part of Seller but is limited to Seller's actual knowledge.
  
15. **CONFIDENTIALITY:** Buyer and Seller agree that all terms of this Letter of Intent and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of Buyer and Seller and those parties necessary to the transaction.

**SIGNATURE PAGE TO FOLLOW**

It is expressly agreed by Seller and Buyer that this Letter of Intent is non-binding on Buyer and Seller, and Buyer and Seller will have no contractual obligation to sell the Property's prior to the execution and delivery of the PSA. No legal obligation is intended to be created by this Letter of Intent or by any written or oral statements, negotiations or promises between the parties hereto, directly or through any representatives with the exception of statements and promises expressly set forth in the PSA. Moreover, this Letter of Intent will not give rise to any rights based on any legal theory, it being intended that only the subsequent formal written PSA, executed and delivered by both parties hereof, will bind the parties with respect to any matter covered by this Letter of Intent. If this Letter of Intent is not executed by both parties in ten (10) days, it will expire.

Respectfully submitted:

Tom Olds  
Generations Healthcare  
A California limited liability company

BY: Thomas Olds, Jr.

Date: 12/23/22

ACCEPTED AND AGREED TO:

Eskaton Senior Living

BY \_\_\_\_\_

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

**SECTION 999.5(d)(11)(C)**

**14) Email from Arba Group dated December 22, 2022.**

---

**From:** Mark Lazar <Mark@thearbgroup.com>  
**Sent:** Thursday, December 22, 2022 9:05 PM  
**To:** Revie, Dan  
**Subject:** RE: Sacramento

Dan,

I don't think we are going to be able to approach the numbers that you mentioned. I think we are closer to 50K/bed if we stretch. If that still makes sense please let me know. I appreciate your patience and want to wish you and yours a very Happy Holiday.

Regards,

**Mark Lazar**  
**The Arba Group, Inc.**  
*(323) 651-1808 X 222 (phone)*

The information is intended for the recipient only. It may contain privileged and confidential material. If you have received this message in error, please notify the sender immediately and delete the message. Do not disclose or forward the contents of this email to anyone.

---

**From:** Revie, Dan <DRevie@ziegler.com>  
**Sent:** Friday, December 16, 2022 3:43 PM  
**To:** Mark Lazar <Mark@thearbgroup.com>  
**Subject:** Re: Sacramento

Great, thanks. Please try to get me your offer by Wednesday if possible. Thanks.

On Dec 16, 2022, at 5:41 PM, Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)> wrote:

Just recovering from a procedure. I will pass along a few more questions. I should have more information early next week from our operation folks, who's CFO just got back from bad flu. Hopefully I'll be up to putting something together mod next week. Thank you for your patience.

Mark

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Revie, Dan <[DRevie@ziegler.com](mailto:DRevie@ziegler.com)>  
**Sent:** Friday, December 16, 2022 12:57:51 PM  
**To:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>  
**Subject:** RE: Sacramento

Mark, checking in here, please let us know if you need anything else and if we can expect a proposal from you. Thanks.

---

**From:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>  
**Sent:** Wednesday, December 14, 2022 10:42 AM  
**To:** Revie, Dan <[DRevie@ziegler.com](mailto:DRevie@ziegler.com)>  
**Cc:** Mallen, Patrick <[PMallen@ziegler.com](mailto:PMallen@ziegler.com)>; Shaffer, Melanie G. <[MShaffer@ziegler.com](mailto:MShaffer@ziegler.com)>  
**Subject:** Re: Sacramento

Thank you for the quick turn around!

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Revie, Dan <[DRevie@ziegler.com](mailto:DRevie@ziegler.com)>  
**Sent:** Wednesday, December 14, 2022 7:06:48 AM  
**To:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>  
**Cc:** Mallen, Patrick <[PMallen@ziegler.com](mailto:PMallen@ziegler.com)>; Shaffer, Melanie G. <[MShaffer@ziegler.com](mailto:MShaffer@ziegler.com)>  
**Subject:** FW: Sacramento

Mark, please see comments from Eskaton below and let us know if you need anything else. Thanks.

---

**From:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>  
**Sent:** Tuesday, December 13, 2022 8:26 PM  
**To:** Revie, Dan <[DRevie@ziegler.com](mailto:DRevie@ziegler.com)>  
**Subject:** FW: Sacramento

Hey Dan,

Do you think you could give me some guidance as they relate to the below inquiries? Thank you.

**Mark Lazar**  
**The Arba Group, Inc.**  
*(323) 651-1808 X 222 (phone)*

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---

**From:** Wheaton, Glenn <[GWheaton@cambridgehs.com](mailto:GWheaton@cambridgehs.com)>  
**Sent:** Tuesday, December 13, 2022 9:28 AM  
**To:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>; Sanner, Wayne <[WSanner@cambridgehs.com](mailto:WSanner@cambridgehs.com)>  
**Cc:** Hassell, Lance <[LHassell@cambridgehs.com](mailto:LHassell@cambridgehs.com)>; Salazar, Paulina <[PSalazar@cambridgehs.com](mailto:PSalazar@cambridgehs.com)>  
**Subject:** RE: Sacramento

Mark,

I am working on this all day today. I hope to have something for Paulina to review tomorrow. As I have gone through the financials, there are a couple of things that need more information about the portfolio.

1. First, while they were losing a lot of money at fair oaks, they were continuing to contribute a quarter million to the employee retirement fund. We need to check if this is a union building and if there are contractual obligations that would prevent us from making the necessary changes. There are no unions in any of the buidings. Eskaton has a defined benefit pension plan that we are closing in 2023. We made contributions to maintain funded status in the plan.
2. The managed Care rates that they are getting seems very high at Fair Oaks. There may be a specialty unit here that they are using to get these rates. We have a very good standard managed care rate with Kaiser, and we have had a high acuity program with Kaiser in the years past. There has been little billings in that program in the last two years. Kaiser makes up the largest portion our managed care days.
3. With #2, there are also high labor in terms of the level of staff that they are running and not just the cost. There may be some reason why they are running a high PPD (vent unit or some other specialty unit). No vents. Eskaton is a non profit and we believe in staffing to meet the residents needs. There are no staffing requirements dictated by our managed care contracts. That being said, Kaiser is a demanding customers with high expectations. They pay a lot because they require a lot for their participants.

Best Regards,

Glenn Wheaton  
Director of Financial Planning and Analysis  
Cambridge Health Services  
6722 Orangethorpe Ave. Ste 300  
Buena Park, CA 90620  
Office: 714-533-7818

---

**From:** Mark Lazar <[Mark@thearbgroup.com](mailto:Mark@thearbgroup.com)>  
**Sent:** Tuesday, December 13, 2022 9:22 AM  
**To:** Sanner, Wayne <[WSanner@cambridgehs.com](mailto:WSanner@cambridgehs.com)>; Wheaton, Glenn <[GWheaton@cambridgehs.com](mailto:GWheaton@cambridgehs.com)>  
**Cc:** Hassell, Lance <[LHassell@cambridgehs.com](mailto:LHassell@cambridgehs.com)>; Salazar, Paulina <[PSalazar@cambridgehs.com](mailto:PSalazar@cambridgehs.com)>  
**Subject:** Sacramento

Good morning. Any updates on the projection? Thanks.

Mark

Sent from my Verizon, Samsung Galaxy smartphone  
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Thank you.



## SECTION 999.5(d)(11)(D)

**(D) All documents reflecting the deliberative process used by the applicant and any related entity in selecting the transferee as the entity to participate in the proposed agreement or transaction.**

1. Business Life Cycle Analysis of all Eskaton Communities re Business Sustainability dated March 2023.
2. Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.
3. Final Matrix Comparing Letters of Intent dated January 31, 2023. Please note that the material terms of each entity's offer have been redacted.
4. Letter of Intent Matrix with Finalist Offers dated January 4, 2023. Please note that the material terms of each entity's offer have been redacted.
5. Letter of Intent Matrix with Finalist Offers dated December 28, 2022. Please note that the material terms of each entity's offer have been redacted.
6. Letter of Intent and Offers Matrix dated December 27, 2022. Please note that the material terms of each entity's offer have been redacted.
7. Initial Matrix Comparing Letters of Intent dated December 2022. Please note that the material terms of each entity's offer have been redacted.
8. Board meeting minutes dated November 17, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.
9. Board meeting minutes dated August 24, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.
10. Board meeting minutes dated May 18, 2022. Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.

## **SECTION 999.5(d)(11)(D)**

**1) Business Life Cycle Analysis of all Eskaton Communities  
re Business Sustainability dated March 2023.**

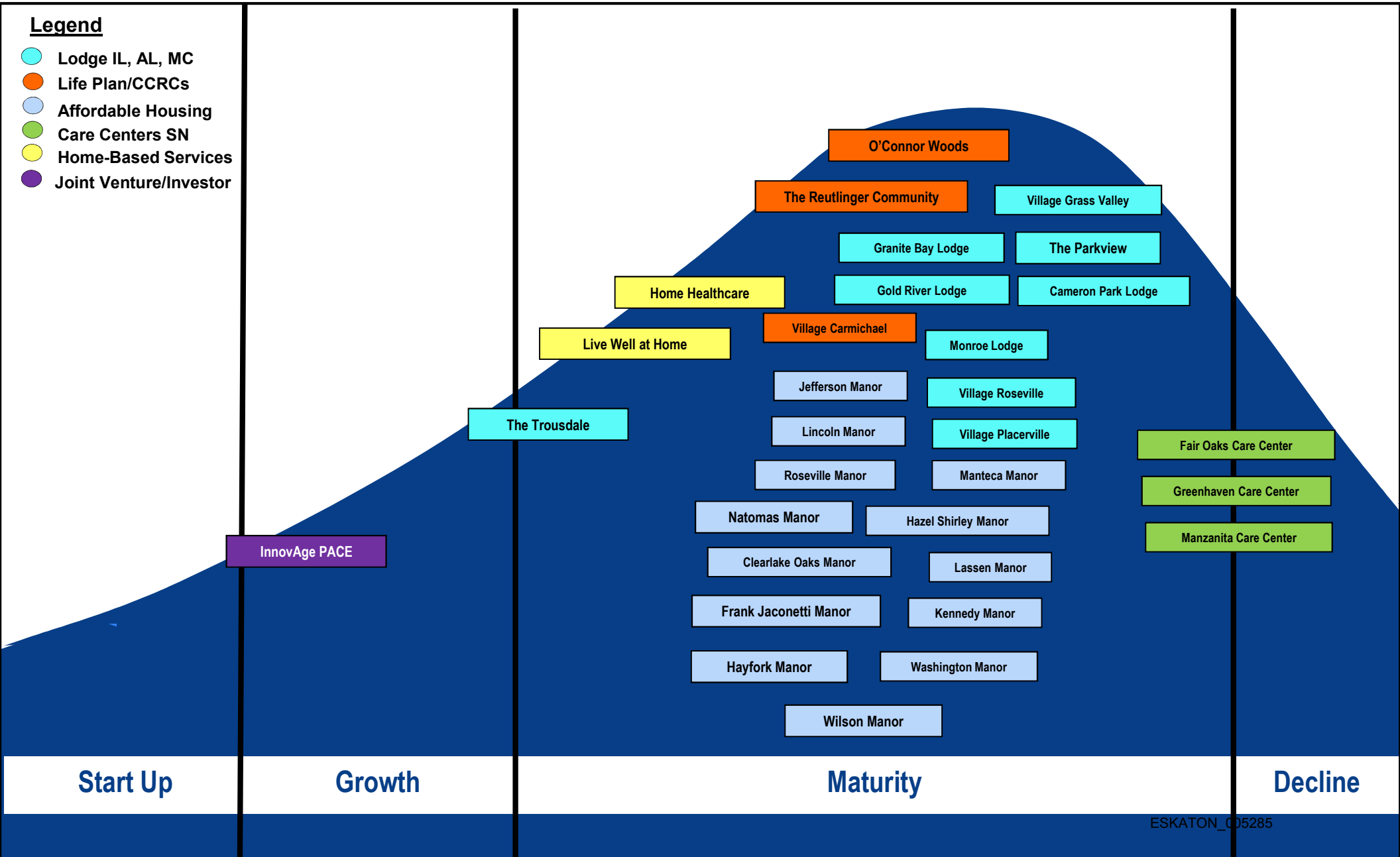
# Life Cycle

Relative Position by Management's Assessment of Business Sustainability

Version 03/2023

**Legend**

- Lodge IL, AL, MC
- Life Plan/CCRCs
- Affordable Housing
- Care Centers SN
- Home-Based Services
- Joint Venture/Investor



**SECTION 999.5(d)(11)(D)**

**2) Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.**

---

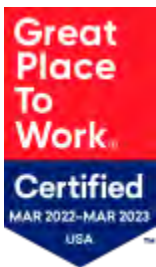
**From:** Sheri Peifer  
**Sent:** Thursday, February 23, 2023 7:05 PM  
**To:** Tom Garberson  
**Subject:** FW: Eskaton SNF buyer update

This email below references an SVP meeting where we selected IEP/Cypress to move forward with.

**Sheri Peifer**  
President

**Eskaton**  
5105 Manzanita Avenue  
Carmichael, CA 95608  
916-334-0810  
[sheri.peifer@eskaton.org](mailto:sheri.peifer@eskaton.org)

[eskaton.org](http://eskaton.org)



[Got feedback? Click here to find ways to connect.](#)

---

**From:** Mark Jenkins <Mark.Jenkins@eskaton.org>  
**Sent:** February 6, 2023 5:42 PM  
**To:** DRevie@ziegler.com; Todd Murch <Todd.Murch@eskaton.org>; Sheri Peifer <Sheri.Peifer@eskaton.org>  
**Cc:** Mallen, Patrick <PMallen@ziegler.com>; Shaffer, Melanie G. <MShaffer@ziegler.com>; Munoz, Mary <mmunoz@ziegler.com>; Garabedian, Sarkis <SGarabedian@ziegler.com>; Bell, Daren <DBell@ziegler.com>  
**Subject:** Eskaton SNF buyer update

Hi Dan,

The Eskaton senior leadership team met this afternoon, and we have made a decision on a buyer. We would like to accept the offer from the IEP/Cypress team. We think they have the best ability and desire to close the transaction within the required time line. As we head into the next phases of the sale process we think their enthusiasm may be to our benefit. Full disclosure when you compare both operators we were more impressed with the Links team over Cypress, but our confidence in the team of IEP/Cypress won out. I would be happy to get on a call to explain further.

Seems like we now need to turn our attention to the LOI, and then solidify the communication plan. I have heard you make a few references to suggested changes/edits you had to the LOI. Do you have to make those changes, and send it over to us? At the same time we will be reviewing the LOI for anything we will want to change.

Lets connect tomorrow if you can to discuss any additional details? I can be available before 11am.

Thanks to you, Patrick, and Melanie, for all your hard work on this.

Mark

**Mark Jenkins**

Senior VP, Chief Financial Officer

**Eskaton Support Center**

5105 Manzanita Avenue

Carmichael, CA 95608

916-334-0810

[mark.jenkins@eskaton.org](mailto:mark.jenkins@eskaton.org)

[eskaton.org](http://eskaton.org)



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## **SECTION 999.5(d)(11)(D)**

**3) Final Matrix Comparing Letters of Intent dated January 31, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Operative Partners / IC (and Links Healthcare Group)		International Equity Partners / Cypress Healthcare	
	Original	Final (1/30/2023)	Original	Final (1/27/2023)
EOI	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Organization Type	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase
Organizational Size/Background	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds. They lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds. They lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.
Operating Entity/Tenant	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator
Currently Own/Operate in CA	Yes	Yes	Yes	Yes
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Price per Operating Bed (396 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA/RFA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Due Diligence (DD) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA Contingencies/Approvals	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Timetable (Expected Close)	[REDACTED]	[REDACTED]	4) [REDACTED]	[REDACTED]
Website	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	N/A	N/A



## **SECTION 999.5(d)(11)(D)**

**4) Letter of Intent Matrix with Finalist Offers dated January 4, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.
Organizational Type	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Description	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Address	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational City	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational State	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Zip	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Phone	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Email	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Website	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Social Media	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Other	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Status	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Notes	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Date	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational User	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Organizational Version	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual

## **SECTION 999.5(d)(11)(D)**

**5) Letter of Intent Matrix with Finalist Offers dated December 28, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

1	2	3	4	5	6	7	8	
Organization	Bespoke Healthcare Management	Eagle Arc Partners, LLC and Linka Healthcare Group	International Equity Partners	Aspen Skilled Healthcare	Ensign Group	Generations Healthcare	The Arba Group	Opal Holdings, LLC
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Skilled Nursing Operator	Public/Skilled Nursing Operator	Skilled Nursing Operator		
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase		
Organizational Scale/Background	BHM is a physician led integrated healthcare delivery model that acts to lead in the competitive space for a variety of healthcare providers. The management team brings collectively 60 years of healthcare executive management and physician services experience. They provide management oversight, financial support, strategic planning, cross functional integration to bring together a symbiotic aligned healthcare delivery model. Covered services provided from 10 healthcare markets.	Linka Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 3,757 licensed beds. They lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Bach and Michael Garfinkel. Since its founding, IEP has emerged as one of the largest owners and operators of long term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 5,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in its assets of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.	Aspen Skilled Healthcare covers almost 30 facilities across northern and southern California with their cross-of-the-art rehabilitation services.	Since 1999, the independent operating affiliates of The Ensign Group (ENSG) have provided compassionate, cost-effective care. Each of the 250+ facilities are run independently by over 22,000 employees. We foster an entrepreneurial culture of ownership coupled with a field-driven, flat structure, which empowers local leaders and their teams to provide superior solutions to the specific medical needs of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.	Generations Healthcare began operations in January 1998 with a single 75-bed skilled nursing facility. Generations has since grown to 25 facilities comprising over 3,300 licensed beds. After Generations began business, it started with a very simple business strategy: focus on quality and service while remaining mindful of the challenges and changes facing senior adults in today's world. Since its inception, Generations has established an excellent reputation in the communities served by its facilities. Generations has built this reputation through a concerted focus on quality and service.		
Operating Entity/Tenant	Separate real estate buyer and operator	Separate real estate buyer and operator (linka healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator	Owner/Operator	Owner/Operator		
Currently Own/Operate in CA		No	Yes	Yes	No	No		
Purchase Price								
Price per Operating Bed (EB operating beds)								
Financing Plan								
Deposit								
PSA/SPA Period								
Due Diligence (DD) Period								
Exclusivity Period								
PSA Contingencies/Approvals								
Timetable (Expected Close)								
Website	NA	<a href="https://eaglearc.com/">https://eaglearc.com/</a>	NA	<a href="https://www.aspenhealth.com/">https://www.aspenhealth.com/</a>	<a href="https://www.ensgroup.com/">https://www.ensgroup.com/</a>	<a href="https://generations.com/">https://generations.com/</a>		

## **SECTION 999.5(d)(11)(D)**

**6) Letter of Intent and Offers Matrix dated December 27, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**



Organization	Berkshire Healthcare Management	Taglio for Women's, LLC and Link's Healthcare Group	International Equity Partners	Apex Medical Real Estate	Design Group	Genesis Healthcare	The Inland Empire	Equi Holdings, LLC	
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Skilled Nursing Operator	Public Skilled Nursing Operator/Developer				
Business Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase			
Operational Skills/Background	BHS is a physician lead long-term healthcare delivery model that works as the service layer for a variety of healthcare providers. The management team brings extensive 40 years of healthcare business management and operational business experience. They provide management oversight, financial support, strategic planning and operational integration to bring together a physician aligned healthcare delivery model. Operational practices from 30 healthcare facilities.	Link's Healthcare Group is a privately held primary care in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and provide specialty services to non-skilled nursing facilities. They focus on acquiring SNFs and improving performance. They currently manage 12 SNFs and 146 facilities representing 1,267 licensed beds. They lease the real estate for most of the facilities from third party landlords and own the rest of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2003 by Dan Bar and Michael Gaskin. Over its founding, IEP has acquired or one of the largest private and public assets of long-term care facilities in California operating and owning a portfolio of approximately 200 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$200 million in assets, primarily comprised of health care facilities and other commercial real estate.	Apex Medical Real Estate is a privately held real estate investment and development company based in California with offices in northern California with their multi-phased residential services.	Since 2006, the independent operating affiliate of The Design Group (TDG) has provided communities with comprehensive, post-acute care. Each of the TDG business units independently employ over 20,000 employees. TDG holds an entrepreneurial culture of ownership coupled with a 100% owner. The structure allows employees to own facilities and their teams to provide superior services to the specific needs of each of the communities they serve. Located in more than a dozen states, partner with many other healthcare organizations across their service area.				
Operating Units/Tenants	Separate real estate buyer and operator	Separate real estate buyer and operator	Separate real estate buyer and operator	Separate real estate buyer and operator	Owner/Operator				
Currently Open/Operable in CA	Yes	Yes	Yes	Yes	Yes				
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Approximate Medical Value									
Price per Operating Bed (2019 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Financing Offer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PM/AMA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
One Diligence (20) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PIA Contingencies/Requirements	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Timeline (Expected Close)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Website	www.bhs.com	www.taglioforwomen.com	www.iep.com	www.apexmedicalrealestate.com	www.designgroup.com				

## **SECTION 999.5(d)(11)(D)**

**7) Initial Matrix Comparing Letters of Intent dated December 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Regional Development Management	Upper Mid-Atlantic, DC, and Ohio Development Strategy	International Equity Partners	Agri-Related Development	Biotech Group	Automotive Development	Other Auto Group	Investment/Dev	
Organization Type	Health & Education Auto & Home	Health & Education Auto & Home	Health & Education Auto & Home	Health & Education Auto & Home	Health & Education Auto & Home	Health & Education Auto & Home	Health & Education Auto & Home		
Investment/Dev Strategy	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>	<p>Health &amp; Education Auto &amp; Home</p> <p>Health &amp; Education Auto &amp; Home</p>		
Operating Entity/Status	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Company Size/Type in CA	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Portfolio Size	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Year per Operating Unit	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Financing Plan	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Report	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
ESG/ESG Issues	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Key Strategic ESG Issues	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Existing Issues	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
ESG Initiatives/Opportunities	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Timeline/Dependencies/Notes	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		
Website	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home	Auto & Home		



**SECTION 999.5(d)(11)(D)**

**8) Board meeting minutes dated November 17, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**November 17, 2022**

**Directors Present:** Larry Garcia, David Lindeman (via zoom), Pat McFarland, Todd Murch, Jordan Rose, Mariann Sheldon, Amy Yotopolous

**Directors Absent:** Nancy Heffeman, Maureen Hewitt, Jacquelyn Kung

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe, Rose Burgis



**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Chair Pat McFarland, at 12:00 noon on November 17, 2022 at Eskaton Monroe Lodge, Sacramento, CA.

**RESOLVED, the Eskaton Board of Directors hereby approves the agenda as presented.**

**CONSENT  
AGENDA:**

**RESOLVED, the Eskaton Board of Directors hereby approves the consent agenda as presented with reviewed changes to the minutes.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**DASHBOARD  
REPORTS:**

The consolidated net operating loss as of 9/30/22 was \$11 million. Excluding the skilled nursing communities, the organization would breakeven. This is primarily due to revenue (limited to governmental reimbursement) and labor challenges. Skilled nursing is 26% of Eskaton's total revenue. Masking requirements are still in place as COVID continues to linger in some communities. An executive director has been hired at the Reutlinger. Todd presented key performance indicator (KPI) slides with revenue and stabilized workforce as the primary focus. Until an appropriate replacement for VP of Healthcare Services can be retained, Todd Murch will oversee the skilled communities.

[REDACTED]

[REDACTED]

[REDACTED]

**2023 BUDGET:**

The 2023 budget represents improved occupancy and revenue. In 2022, the stand-alone care centers are estimated to lose between \$11-12 million and an estimated \$5 million loss in 2023. Due to COVID and delays of elective surgeries, care center admissions were below average, however, occupancy is slowly increasing. Ziegler has been engaged to assist with the divestiture of the stand-alone care centers with initial bids due by 12/18/22 with tours to follow. The sale may take up to 12 months to complete. The 2023 budget includes estimated impacts from inflation and workforce challenges. The Eskaton consolidated 2023 budget has net operating income of approximately \$1.9 million, which is a decrease of \$2.3 million from the 2022 budget. Operations are budgeted for positive net operating income with the exception of the three stand-alone care centers. After some discussion it was,

**RESOLVED,** That the Eskaton Board of Directors approve the 2023 Budget as presented.

[REDACTED]

[REDACTED]

**STRATEGIC DISCUSSION:**

[REDACTED]

The primary topic for discussion was the divestiture of the stand-alone care centers. Ziegler has been engaged to assist with the sale. Initial bids due by 12/18/22 and tours to follow. The sale may take up to 12 months to complete.

**BOARD CHAIR REPORT:**

The board has been appreciative of Todd Murch and Sheri Peifer preparing the succession plan. Larry Garcia attended the LeadingAge National Conference. Greystone's presentation indicated the need for Lifecare communities and that there was enough economic wherewithal for residents to occupy them. They also noted, regulations are tightening up for senior services. Consolidation continues to be a large growth area for single site communities.

**ADJOURNMENT:**

Chair McFarland thanked the staff for their attendance and excused non-board members in order to proceed to the Executive Session.

Adjourned at 4:16 p.m.

**SECTION 999.5(d)(11)(D)**

**9) Board meeting minutes dated August 24, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**August 24, 2022**

**Directors Present:** Larry Garcia, Nancy Heffernan, Maureen Hewitt, Jacquelyn Kung, David Lindeman (via zoom), Pat McFarland, Todd Murch, Jordan Rose, Mariann Sheldon, Amy Yotopolous (via zoom)

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe, Rose Burgis

**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Chair Pat McFarland, at 12:00 noon on August 24, 2022 at the Eskaton Support Center, Carmichael, CA.

Rose Burgis was introduced as the new resident representative. Mariann Sheldon displayed woodwork from the EVC workshop.

The agenda was approved as presented.

**DASHBOARD  
REPORTS:**

The combination of COVID + Workforce + Inflation has greatly affected and challenged the operations of the organization. Recovery has been slower than anticipated throughout our industry. COVID restrictions are still in place. Reducing registry and rebuilding revenue are priorities. The consolidated net operating loss by year-end is estimated at \$10M. Investment earnings are also behind due to market fluctuations. Wage increases of over 30% for nursing positions have been implemented within the last 6 months. A Financial Run rate is being prepared for anticipated continuation of low occupancy, workforce challenges, and expenses. Currently working on 2023 budget assumptions.

[REDACTED]

**STRATEGIC DISCUSSION:**

Net revenue, net operating income and cash and investments from 2005 to present were reviewed. The business sustainability life cycle was also presented showing the skilled nursing communities in the decline stages. Of the \$215M total revenue, 33% skilled nursing, 10% managed services; 5% affordable housing, 5% homehealth and 47% residential services. Financials were presented with and without the stand-alone skilled nursing. Covid caused the census to go down however workforce is keeping it from going back up. Registry usage increased from 2017 to present with an estimated \$5M at year end. Kaiser reimbursement rates are not increasing for sustainability. January 1<sup>st</sup> California will implement CAL-AIM for managed care contracts. CMS is reducing the Medicare rate by 4-4.5%. Current market valuations for skilled nursing is high in California with for profit companies purchasing many sites.

Discussion to divest the stand-alone skilled nursing communities and opportunities to redeploy the cash into another business line. A commitment to use proceeds for capital in order to reposition 5-20 year outlook of current properties was discussed. The avenue of growth most opportunistic at this time is affiliation/collaborations vs purchasing. Opportunity to investigate hospice or more affordable housing was discussed as well.

After some discussion it was motioned, seconded and carried.  
**That RESOLVED, the Eskaton Board of Directors authorize staff to move forward with divesting Eskaton's three stand-alone skilled nursing communities (Eskaton Care Center Manzanita, Eskaton Care Center Fair Oaks and Eskaton Care Center Greenhaven). Staff will submit a proposal for review to the November board meeting.**

The next 24-36 months will be a critical time-frame to recover operationally and public perception will be important. Current Fitch rating is BBB. If the skilled nursing was divested it would go up to A-.

After some discussion it was motioned, seconded and carried.  
**That RESOLVED, the Eskaton Board of Directors request management to bring a plan to stabilize operations and a plan to identify the KPIs for improvement.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Chair McFarland thanked the staff for their attendance and excused the non-board members to proceed to the Executive Session.



**SECTION 999.5(d)(11)(D)**

**10) Board meeting minutes dated May 18, 2022.**

**Please note that any information not related to the sale of Fair Oaks, Greenhaven, and Manzanita has been redacted.**

**Minutes of the Meeting of the Boards of Directors of  
ESKATON  
ESKATON PROPERTIES, INCORPORATED  
ESKATON LODGE GRANITE BAY  
ESKATON VILLAGE GRASS VALLEY  
ESKATON VILLAGE ROSEVILLE  
ESKATON VILLAGE PLACERVILLE  
ESKATON FOUNTAINWOOD LODGE  
ESKATON FOUNDATION  
THE REUTLINGER COMMUNITY**

**May 18, 2022**

**Directors Present:** Larry Garcia, Nancy Heffernan, Maureen Hewitt, David Lindeman, Todd Murch, Jordan Rose, Mariann Sheldon

**Directors Absent:** Jacquelyn Kung, Pat McFarland, Amy Yotopoulos

**Others Present:** Mark Jenkins, Sheri Peifer, Monica Sandgathe

**CALL TO ORDER:** The meeting of the Boards of Directors of Eskaton, Eskaton Properties, Incorporated, Eskaton Lodge Granite Bay, Eskaton Village Grass Valley, Eskaton Village Roseville, Eskaton Village Placerville, Eskaton FountainWood Lodge, Eskaton Foundation, and The Reutlinger Community was called to order by Vice Chair Larry Garcia, at 1:00 p.m. on May 18, 2022 at the Eskaton Support Center, Carmichael, CA.

**CONSENT AGENDA:** **RESOLVED, the Eskaton Board of Directors hereby approves the consent agenda as presented.**

**GREAT PLACE TO WORK:** Eskaton once again received certification as a 'Great Place to Work'. The employee survey measuring 'trust index' focuses on five primary areas (respect, fairness, credibility, camaraderie, and pride) The trust index score was 72% (7 out of 10 employees have a positive trust index), which was 10% lower than the 2019 survey. The positive experiences were reviewed as well as areas of opportunity. 77% of staff indicated Eskaton is a great place to work. Significant take-a-ways include how to replicate highly rated communities and how to retain existing employees.

[REDACTED]

RESOLVED, The Eskaton Properties, Inc., Eskaton Village Roseville and Eskaton Village Grass Valley board of directors approve the Officers of said corporations, jointly or severally,

are hereby authorized and directed to do any and all things, and to execute and deliver any and all documents which they or any of them may deem necessary or advisable in order to consummate the issuance and delivery of the transactions contemplated by the Refinancing and to otherwise carry out, give effect to and comply with the terms and intent of this resolution and the documents referred to herein.

**RETREAT FOLLOW UP:**

Partnering, Consolidation and Growth & Expansion – the primary purpose for growth is to strengthen the not-for-profit footprint across northern California and create scale and efficiency and business sustainability. Focus is on CCRC/Life Plan Communities. Pace mergers and home-based services need to be carefully considered due to scaling and return on revenue. Management contracts are very feasible. Residential care facilities are highly competitive and very expensive.

The Life Cycle Analysis is a tool used to manage business sustainability. Most of the communities are in the maturity stage. Care Centers are moving toward the declining stages due to revenue challenges with governmental and managed care reimbursement, admissions negatively affected by COVID and staffing shortages. Skilled nursing is an important piece of our continuum of care however, there is a negative outlook for these stand-alone communities for several more years until government reform is provided. Proformas will be prepared to analyze the composition of the organization with and without stand-alone care centers. Alternative options to develop a strategic/ financial plan to push back the care centers to the mature phase will be presented to the board. After some discussion it was,

RESOLVED, That the Eskaton Board of Directors approve the officers of said corporation to explore alternative options for the three free-standing care centers.

**ANNUAL REAFFIRMATION OF BOARD / OFFICERS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## SECTION 999.5(d)(11)(E)

**(E) Copies of each Proposal received by the applicant from any potential transferee suggesting the terms of a potential transfer of applicant's health facilities or facilities that provide similar health care services, and any analysis of each such Proposal.**

1. Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.
2. Final Matrix Comparing Letters of Intent dated January 31, 2023. Please note that the material terms of each entity's offer have been redacted.
3. Letter of Intent Matrix with Finalist Offers dated January 4, 2023. Please note that the material terms of each entity's offer have been redacted.
4. Letter of Intent Matrix with Finalist Offers dated December 28, 2022. Please note that the material terms of each entity's offer have been redacted.
5. Letter of Intent and Offers Matrix dated December 27, 2022. Please note that the material terms of each entity's offer have been redacted.
6. Initial Matrix Comparing Letters of Intent dated December 2022. Please note that the material terms of each entity's offer have been redacted.
7. Zeigler Offering Memorandum Prepared in Fall 2022.
8. Signed letter of intent between IEP and Eskaton dated February 9, 2023.
9. Final letter of intent from IEP dated January 27, 2023.
10. Letter from Cypress dated January 23, 2023.
11. Copy of presentation given by Cypress and IEP regarding their offer dated January 4, 2023.
12. Initial letter of intent from IEP dated December 14, 2022. Please note that the material terms of each entity's offer have been redacted.
13. Letter of Intent from Eagle Arc Partners dated January 30, 2023. Please note that the material terms of each entity's offer have been redacted.
14. Letter of Intent from Eagle Arc Partners dated December 21, 2022. Please note that the material terms of each entity's offer have been redacted.
15. Term Sheet and Pamphlet from Cascade Capital Group, LLC dated January 3, 2023. Please note that the material terms of each entity's offer have been redacted.

16. Letter of Intent from Bespoke Healthcare Management dated December 21, 2022. Please note that the material terms of each entity's offer have been redacted.
17. Letter of Intent from Aspen Skilled Healthcare, Inc. dated December 16, 2022. Please note that the material terms of each entity's offer have been redacted.
18. Letter of Intent from Ensign Group dated December 15, 2022. Please note that the material terms of each entity's offer have been redacted.
19. Letter of Intent from Generations Healthcare dated December 21, 2022. Please note that the material terms of each entity's offer have been redacted.

## **SECTION 999.5(d)(11)(E)**

**1) Email from M. Jenkins of Eskaton re decision on buyer dated February 6, 2023.**

---

**From:** Sheri Peifer  
**Sent:** Thursday, February 23, 2023 7:05 PM  
**To:** Tom Garberson  
**Subject:** FW: Eskaton SNF buyer update

This email below references an SVP meeting where we selected IEP/Cypress to move forward with.

**Sheri Peifer**  
President

**Eskaton**  
5105 Manzanita Avenue  
Carmichael, CA 95608  
916-334-0810  
[sheri.peifer@eskaton.org](mailto:sheri.peifer@eskaton.org)

[eskaton.org](http://eskaton.org)



[Got feedback? Click here to find ways to connect.](#)

---

**From:** Mark Jenkins <Mark.Jenkins@eskaton.org>  
**Sent:** February 6, 2023 5:42 PM  
**To:** DRevie@ziegler.com; Todd Murch <Todd.Murch@eskaton.org>; Sheri Peifer <Sheri.Peifer@eskaton.org>  
**Cc:** Mallen, Patrick <PMallen@ziegler.com>; Shaffer, Melanie G. <MShaffer@ziegler.com>; Munoz, Mary <mmunoz@ziegler.com>; Garabedian, Sarkis <SGarabedian@ziegler.com>; Bell, Daren <DBell@ziegler.com>  
**Subject:** Eskaton SNF buyer update

Hi Dan,

The Eskaton senior leadership team met this afternoon, and we have made a decision on a buyer. We would like to accept the offer from the IEP/Cypress team. We think they have the best ability and desire to close the transaction within the required time line. As we head into the next phases of the sale process we think their enthusiasm may be to our benefit. Full disclosure when you compare both operators we were more impressed with the Links team over Cypress, but our confidence in the team of IEP/Cypress won out. I would be happy to get on a call to explain further.

Seems like we now need to turn our attention to the LOI, and then solidify the communication plan. I have heard you make a few references to suggested changes/edits you had to the LOI. Do you have to make those changes, and send it over to us? At the same time we will be reviewing the LOI for anything we will want to change.

Lets connect tomorrow if you can to discuss any additional details? I can be available before 11am.

Thanks to you, Patrick, and Melanie, for all your hard work on this.



Mark

**Mark Jenkins**

Senior VP, Chief Financial Officer

**Eskaton Support Center**

5105 Manzanita Avenue

Carmichael, CA 95608

916-334-0810

[mark.jenkins@eskaton.org](mailto:mark.jenkins@eskaton.org)

[eskaton.org](http://eskaton.org)



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## **SECTION 999.5(d)(11)(E)**

**2) Final Matrix Comparing Letters of Intent dated January 31, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Operative Partners / ICF (and Links Healthcare Group)		International Equity Partners / Cypress Healthcare	
	Original	Final (1/30/2023)	Original	Final (1/27/2023)
EOI	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Organization Type	Health Services and Real Estate Investment	Health Services and Real Estate Investment	Private Investment Company	Private Investment Company
Proposal Type	Asset Purchase	Asset Purchase	Asset Purchase	Asset Purchase
Organizational Size/Background	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	Links Healthcare Group is a privately held company based in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities. They focus on acquiring SNFs, and improving performance. They currently manage 13 SNFs and 3 AL facilities representing 1,767 licensed beds, they lease the operations for twelve of the facilities from third party landlords, and own four of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily composed of health care facilities and other commercial real estate.	IEP is a Los Angeles based private investment company, was founded in 2005 by Abe Back and Michael Gerberth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities composed of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$800 Million in assets primarily composed of health care facilities and other commercial real estate.
Operating Entity/Tenant	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator (Links Healthcare group)	Separate real estate buyer and operator	Separate real estate buyer and operator
Currently Own/Operate in CA	Yes	Yes	Yes	Yes
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Price per Operating Bed (SNF operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Financing Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Deposit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA/RPA Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Due Diligence (DD) Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Exclusivity Period	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PSA Contingencies/Approvals	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Timetable (Expected Close)	[REDACTED]	[REDACTED]	4) [REDACTED]	[REDACTED]
Website	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	<a href="https://wagbnc.com/">https://wagbnc.com/</a>	N/A	N/A

## **SECTION 999.5(d)(11)(E)**

**3) Letter of Intent Matrix with Finalist Offers dated January 4, 2023.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.	Donald Trump Jr.
Organization Type	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Registration Date	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017
Registration Status/Notes	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Reporting Entity Name	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Currently Registered (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Reporting Date	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017
Time per Reporting Act (Approximate)	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017	10/15/2017
Reporting File	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Report	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Website Name	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Ann. Officers (2017-2018)	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Website Profile	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
PA (Campaign/Political)	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Website (Domain/URL)	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Website	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual

**SECTION 999.5(d)(11)(E)**

**4) Letter of Intent Matrix with Finalist Offers dated December 28, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**





## **SECTION 999.5(d)(11)(E)**

**5) Letter of Intent and Offers Matrix dated December 27, 2022.**

**Please note that the material terms of each entity's offer have been redacted.**



Organization	Berkley Healthcare Management	Taglio for Women, LLC and Linky Healthcare Group	International Equity Partners	Apex Medical Real Estate	Design Group	Genesis Healthcare	The Inland Group	Equi Holdings, LLC	
Organization Type	Healthcare Management	Health Services and Real Estate Investment	Private Investment Company	Skilled Nursing Operator	Public Skilled Nursing Operator/Developer				
Regional Type	West Coast	West Coast	West Coast	West Coast	West Coast	West Coast			
Operational Skills/Background	BHM is a physician lead long-term healthcare delivery model that works as the service layer for a variety of healthcare facilities. The management team brings extensive 40 years of healthcare facilities management and operational business experience. They provide management oversight, financial support, strategic planning and functional integration to bring together a physician aligned healthcare delivery model. Operational practices from 30 healthcare facilities.	Linky Healthcare Group is a privately held primary care in San Diego, CA. They provide healthcare and rehabilitation services to long-term residents and provide specialty services to non-skilled nursing facilities. They focus on acquiring DRGs and improving performance. They currently manage 12,000, and 140 facilities representing 1,267 licensed beds. They lease the operations for most of the facilities from third party landlords and own 80% of its facilities.	IEP is a Los Angeles based private investment company, was founded in 2003 by Ron Bar and Michael Gaskin. Over its founding, IEP has acquired or one of the largest private and public assets of long-term care facilities in California operating and controlling a portfolio of approximately 200 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP's holdings include in excess of \$200-million in assets, primarily comprised of health care facilities and other commercial real estate.	Apex Medical Real Estate is a public listed REIT focused on the acquisition, development and operation of skilled nursing facilities and other healthcare facilities in California and other high-growth markets.	Design Group is a public listed REIT focused on the acquisition, development and operation of skilled nursing facilities and other healthcare facilities in California and other high-growth markets.	Genesis Healthcare is a public listed REIT focused on the acquisition, development and operation of skilled nursing facilities and other healthcare facilities in California and other high-growth markets.			
Operating Model/Format	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Separate real estate layer and operator	Operator/Owner				
Currently Open/Expand in CA	Yes	Yes	Yes	Yes	Yes				
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Approximate Financial Metrics									
Price per Operating Bed (2019 operating beds)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Financing Mix	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Debt C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PA/ANA Ratio	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
One DRG/NA (2019) Ratio	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Exclusively Owned	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
PIA Contingencies/Expense	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Turnover (Expected Close)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Website	BM	http://tagliowomen.com	IEP	http://www.apexhealthreit.com	http://designgroupreit.com				

## **SECTION 999.5(d)(11)(E)**

**6) Initial Matrix Comparing Letters of Intent dated December 2022.**

**Please note that the material terms of each entity's offer have been redacted.**

Organization	Regional Development Management	Upper Mid-Atlantic, DC, and Ohio Development Strategy	International Equity Partners	Agri-Related Development	Energy Group	Automotive Development	Other Active Group	Investment/Exit
Organization Type	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Project Type	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Operational Status/Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Operating Entity/Status	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Company Size/Type in CA	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Portfolio Size	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Value per Operating Unit (2017 average)	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Financing Mix	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Report	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
ESG/LEAP Status	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Real Property 2017 Project	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Operating Status	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Real Estate/Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Financial Exposure (2017)	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		
Website	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development	Specialty Development		

**SECTION 999.5(d)(11)(E)**

**7) Zeigler Offering Memorandum Prepared in Fall 2022.**





## SKILLED NURSING PORTFOLIO

THREE (3) SKILLED NURSING FACILITIES | SACRAMENTO, CA | FALL 2022

396 LICENSED BEDS (391 OPERATING BEDS)

CONFIDENTIAL MEMORANDUM



# CONFIDENTIAL INFORMATION

**Eskaton (the “Seller”) has retained Ziegler Investment Banking (“Ziegler”) as their exclusive financial advisor to explore strategic alternatives for its 3-community skilled nursing portfolio located near Sacramento, CA.**

This Confidential Memorandum (“Memorandum”) has been prepared by Ziegler from materials supplied by the Seller and publicly available information. The sole purpose of this Memorandum is to assist the recipient in deciding whether it wishes to proceed with a further investigation with regard to an acquisition of the Portfolio. This Memorandum does not purport to be all-inclusive or to necessarily contain all information that a prospective purchaser may desire in investigating the Seller and the Portfolio. Ziegler makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained herein, and expressly disclaims any and all liability for representations or warranties, expressed, implied, or contained in, and for omissions from, this Memorandum or any written or oral communication transmitted or made available. The Seller will have legal responsibility only for the representations and warranties set forth in a written agreement when and if executed and delivered by the parties thereto and subject to limitations and restrictions set forth therein. Ziegler has not independently verified any of the information contained in this Memorandum or any written or oral communication transmitted or made available, and has not made and will not make, an independent evaluation or appraisal of any of the assets or liabilities of the Seller.

This Memorandum is being provided to the recipient pursuant to a confidentiality agreement that governs the obligations of the Seller and the recipient with regard to confidentiality. By acceptance of this Memorandum, and in accordance with the confidentiality agreement, but without limiting the information provided herein, or the scope or terms thereof, the recipient agrees that it will not distribute this Memorandum to any person, in whole or in part, at any time without the prior written consent of the Seller and that it will keep confidential all information contained herein or made available in connection with any further investigation. This Memorandum is being delivered for informational purposes only and upon the express understanding that it will be used only for the purpose set forth above. Upon request and in accordance with the confidentiality agreement, the recipient will return promptly all material received from the Seller and Ziegler (including this Memorandum) without retaining any copies thereof. In furnishing this Memorandum, the Seller undertakes no obligation to provide the recipient with access to any additional information or to update any of the information contained herein.

This Memorandum includes certain historical and projected financial and operating data. The estimated operating results are derived from internal management reports, and the adjusted results are derived in part from management’s internal analysis. These estimates and projections reflect management’s assumptions concerning anticipated results at the time made, may or may not prove to be correct, and are subject to significant economic, competitive, and regulatory uncertainties and contingencies beyond the Seller’s control. Past performance may not be necessarily indicative of future performance. Consequently, no assurances are made or implied as to the reliability of such estimates or projections, and the inclusion of estimates and projections herein should not be regarded as a representation that the estimated or projected results will be achieved. No independent accounting firm has examined or reviewed the financial estimates or projections contained herein.





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## ADDITIONAL INFORMATION

*Please direct all questions regarding the Communities or the transaction to:*

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# I. EXECUTIVE SUMMARY



ESKATON\_005330





# TRANSACTION OVERVIEW

Eskaton is a not-for-profit 501(c)(3) California corporation, which was formed in 1968. Eskaton’s primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services. Eskaton also operates nonmedical homecare services, adult day healthcare services and various community service programs.

Eskaton Properties, Inc. (“EPI”) owns and operates four Skilled Nursing properties in greater Sacramento, CA; one as part of a Continuing Care Retirement Community, and three standalone skilled nursing properties. The standalone properties include Eskaton Care Center Fair Oaks (“Fair Oaks”), Eskaton Care Center Greenhaven (“Greenhaven”), and Eskaton Care Center Manzanita (“Manzanita”)(collectively the “Portfolio” or “Communities”).

Eskaton seeks to sell the Portfolio to divest of its Skilled Nursing Properties and focus resources on expanding and growing retirement housing communities, home health services, and CCRC interests.

The following tables summarizes the Portfolio’s operating results for the 2019, 2020, and 2021 fiscal years and the trailing twelve month period (ending September 30, 2022). Detailed income statements and additional financial considerations can be found in the *Financial Performance* section.

Source Period Ending	Actual FYE 12/31/2019	Actual FYE 12/31/2020	Actual FYE 12/31/2021	Actual TTM 9/30/2022
<b>Payor Mix:</b>				
Private	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	3.7%	3.2%	3.1%	3.1%
Total %	100%	100%	100%	100%
<b>Total Patient Days</b>	<b>127,057</b>	<b>108,325</b>	<b>103,806</b>	<b>100,098</b>
<b>Available Beds</b>	<b>383</b>	<b>391</b>	<b>391</b>	<b>391</b>
<b>Occupancy %</b>	<b>90.9%</b>	<b>75.7%</b>	<b>72.7%</b>	<b>70.1%</b>
<b>Operating Revenue</b>	<b>\$48,427,050</b>	<b>\$41,390,921</b>	<b>\$44,048,973</b>	<b>\$41,337,440</b>
<b>Operating Expenses</b>	<b>\$45,418,930</b>	<b>\$41,740,015</b>	<b>\$42,941,890</b>	<b>\$50,485,256</b>
<b>Adj. EBITDAM</b>	<b>\$3,008,120</b>	<b>(\$349,094)</b>	<b>\$1,107,083</b>	<b>(\$9,147,816)</b>
<b>Adj. EBITDAM Margin %</b>	<b>6.2%</b>	<b>-0.8%</b>	<b>2.5%</b>	<b>-22.1%</b>

ESKATON\_005332

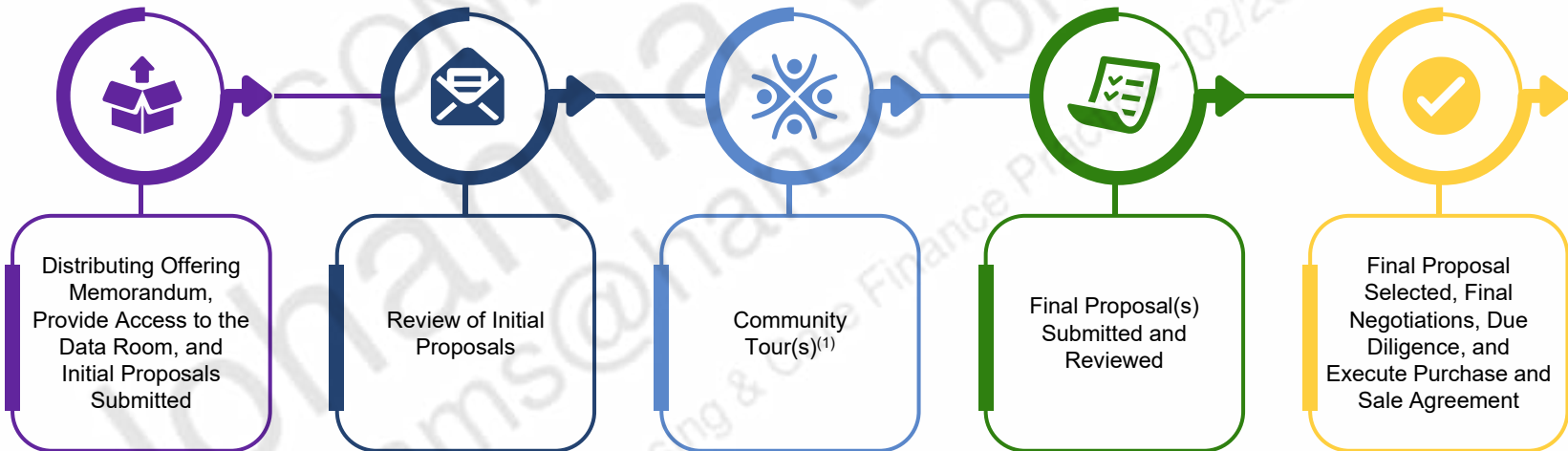
# TRANSACTION PROCESS

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring divestiture strategic alternatives for the Communities. The Seller has authorized Ziegler to approach a select provider/investor group and solicit proposals to acquire the Communities' assets.

Prospective purchasers should assume "assets" include all community-based assets including inventory, personal property, land, buildings and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

**The Seller is extremely sensitive to confidentiality in this matter.** Consequently, offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which proposal is pursued.

## THE SELLER WOULD LIKE TO ADHERE TO THE PROCESS OUTLINED BELOW:



**Please note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Communities should be contacted directly under any circumstances. Under no circumstances are tours or "mystery shopping" of the Communities allowed without Ziegler and Eskaton's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

ESKATON\_005333

# TRANSACTION STRENGTHS

## Geographic Concentration

The Portfolio properties are located in the greater Sacramento area, the state capital of California. The Sacramento metropolitan area has been one of the fastest growing urban regions in the U.S. and holds the Central Valley and Sierra Nevada regions of the state. Sacramento is one of the world's most important agricultural areas and is home to Lake Tahoe, and several ski and nature resorts. The Facilities are easily accessible by interstate and state highways. The geographic locations allows for economies of scale in terms of staffing and management oversight.

## Value-add potential

Consolidated occupancy for the trailing twelve-month period ending September 30, 2022 for the Portfolio was 70%. The Portfolio averaged 90% occupancy from 2017-2019 prior to COVID, and a prospective purchaser could benefit from the Portfolio's value-add potential.

## Bolstered Revenues through Medi-Cal Rate Enhancement

California's Medi-Cal program establishes the methodology used to develop the rates paid to Medi-Cal managed care organizations. In general, for any given rate-setting year, DHCS and its actuary employ a combination of plan-specific utilization and risk adjusted county average utilization to inform each plan's rates. The Medi-Cal reimbursement rates have increased across the portfolio from the 2019 to 2022 cost report years with the average across the Portfolio increasing from \$260.14 to \$326.07, respectively (see table to the right). For note, there is a lag involved in the process; the rates are based on data from about 24 months prior to the beginning of the rate year.

MEDI-CAL RATES				
Cost Report Year				
Effective	2019	2020	2021	2022
Fair Oaks	\$245.03	\$278.55	\$313.27	\$300.83
Greenhaven	\$244.60	\$266.60	\$293.07	\$304.90
Manzanita	\$290.80	\$327.51	\$361.27	\$372.48
Average	\$260.14	\$290.89	\$322.54	\$326.07



# OVERVIEW OF CARE AND SERVICES

The Portfolio's primary function is to offer continuous nursing, medical, and other health and social services on a 24-hour basis, under physician-directed care and RN supervisor. The Facilities serve patients who are not in the acute phase of illness, or requiring services in a hospital, but instead require primary, restorative, or skilled nursing services on an inpatient or custodial care basis with the goal being to restore patients' degree of self-care in essential daily living.

CMS STAR RATINGS				
Facility	Overall	Health	Staffing	Quality
Fair Oaks	4	2	5	4
Greenhaven	5	4	4	5
Manzanita	5	4	5	5
Average	4.7	3.3	4.7	4.7

## Clinical Services

- 24-hour Nursing Care
- 24-hour Physician On-Call
- Short Term Rehabilitation
- Respite
- Long Term Care
- IV Administration
- Pain Management
- Post-Surgical Care
- Respiratory Therapy
- Wound Care / Wound Vac
- Cardiac & Diabetic Rehab Focus
- Transitional CARE Nurse Practitioner
- Stroke Recovery
- Hospice / Palliative Care
- 7 Day/Week Admissions
- HIV/AIDS Management

## Rehabilitation Services

- Cardiac: CHF, LVAD, Life Vest, & Pacemaker
- Physical, Occupational, & Speech Therapies
- Orthopedic Recovery Program
- Neurological Recovery Program
- Restorative Therapy
- Pulmonary Rehabilitation
- Recreational Therapy
- Joint Replacement Therapy
- Dedicated Rehab Unit
- Arthritis Pain Management

## Support & Ancillary Services

- Care Transitions
- Social Service Support
- On-Site Podiatry, Dental, & Optometry Services
- Bereavement Accommodations
- 24-Hour Pharmacy
- TVs & Satellite / Cable Available
- Multi-Denominational Weekly Religious Services
- Dining
- Beauty Shop
- Volunteer Program

## Social Services

- Dental, Vision, Podiatry, Audiology
- Dementia Assessment
- Psychosocial & Psychiatric Evals.
- Individual Therapy
- Transportation Arrangements
- Appointment Accompanying

ESKATON\_005335



## II. KEY CONSIDERATIONS





# TRANSACTION STRUCTURE

The Seller has engaged Ziegler to act as its exclusive financial advisor in exploring strategic alternatives for the Portfolio. Strategic alternatives include, but are not limited to divesting the Portfolio's assets. The Seller is looking to divest its three skilled nursing properties to focus on its senior housing properties. The Seller has authorized Ziegler to approach select provider/investor groups and solicit proposals to acquire the Portfolio's assets. **TIMING AND EXECUTION CERTAINTY ARE IMPORTANT TO THE SELLER.**

Prospective purchasers should assume "assets" include all Portfolio-based assets including inventory, personal property, land, buildings, and improvements. For valuation purposes, asset purchasers should assume assets exclude cash, investments, accounts receivable, prepaid assets, deposits, and any other current asset excluding inventory. A more precise definition of "purchased/sold" assets will be included in the purchase agreement.

The Seller is extremely sensitive to confidentiality in this matter. Consequently, the offering materials are intended to include detailed information sufficient for prospective purchasers to formulate a reliable value conclusion. The Seller wants to conclude the preliminary evaluation period as quickly as possible. After preliminary proposals are evaluated, the Seller will determine which (if any) proposal is pursued.

The Seller would like to adhere to the process outlined below:

1. Distribute Offering Memorandum, Provide Access to the Data Room
2. Initial Proposals Submitted
3. Review of Initial Proposals
4. Portfolio Tour(s) <sup>1</sup>
5. Final Proposal(s) Submitted and Reviewed
6. Proposal Selected, Final Negotiations, Due Diligence, and Signed Purchase and Sale Agreement

**Note that all communications or inquiries relating to a possible transaction should be directed only to Ziegler. No member of the Seller or employee of the Portfolio should be contacted directly under any circumstances. Under no circumstances are tours or mystery shopping of the Portfolio allowed without Ziegler and Seller's express written permission. Furthermore, potential purchasers are reminded of their obligations under the Confidentiality Agreement in relation to this transaction.**

*1. Portfolio Tour(s) subject to Seller approval.*

## DISCLAIMER

The Seller and Ziegler expressly reserve the right, without giving reasons, at any time and in any respect, to amend, modify or terminate these procedures or to negotiate with any party with respect to a transaction involving the Portfolio. The Seller will not have an obligation to accept any offer, whether or not it represents the highest value. The Seller expressly reserves the right, in their sole and absolute discretion, to reject any or all offers without giving any reasons therefor. The Seller also expressly reserves the right, without giving reasons therefor, at any time and in any respect, to terminate discussions with any or all potential purchasers.

Interested parties are encouraged to promptly review the Offering Memorandum and, if interested, prepare proposals as quickly as is practicable. The Seller would like to receive initial proposals no later than **December 16, 2022.**

Please note that the Seller has elected not to assign a specific timetable for the various phases (except for submission of initial proposals) as they may elect to accelerate the process for proposal(s) that are particularly compelling. Written preliminary proposals should include:

- A non-binding estimate of the cash acquisition value, as well as a brief description of the transaction structure;
- An indication of the source(s) of financing contemplated for the potential acquisition, including the proposed debt and equity structure, the availability of the proposed capital structure, and any contingencies with respect thereto;
- A specific list of additional information required to complete the investigation of the Portfolio;
- A list of corporate, shareholder or regulatory approvals required to consummate the transaction (if any);
- The name of outside advisors (including legal representation) you have engaged or plan to engage (if any) to assist you in evaluating and documenting this transaction;
- A discussion of your organization's historical operating track record in California (including a list of properties operated in the state), as well as any other state(s) you operate in;
- A discussion of how your organization arrived at the suggested value of the Portfolio; and
- A preliminary timetable required to consummate the transaction.

ESKATON\_005338



# KEY CONSIDERATIONS

## Implementation of New Technology

Greenhaven partnered with SafelyYou, an innovative artificial technology (AI) system designed to detect and reduce fall risk for older adults; becoming the first SNF in California to be approved by the Department of Health Services to pilot and integrate this program.



## Geographic Efficiencies

The tight geographic proximity of the Communities allows for significant economies of scale in terms of staffing and management oversight.



## 24-hour Care

The Communities offer around-the-clock nursing care as well as a 24-hour on-call physician.



## Located in the Capital of California

The Communities are located in the greater Sacramento area. Sacramento is the state capital of California, and a growing urban region.



## Continual Cap-Ex Reinvestments

Eskaton continually reinvests capital into its property, plant, and equipment. Since 2019, the annualized average capital expenditure per bed is over \$1,900 per bed across the portfolio.



## Strong CMS Star Ratings

The communities average a 4.7 CMS star rating, with Green Haven and Manzanita rated 5 overall, and Fair Oaks rated 4.



## Proximity to Healthcare

Each community is located within a 10 mile radius to nearby hospitals and healthcare centers.

**III. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
FAIR OAKS**





EXECUTIVE  
SUMMARY

KEY  
CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET  
ANALYSIS

FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS

ESKATON\_005341

# FAIR OAKS - LOCATION

## LOCATION: FAIR OAKS, CALIFORNIA

The community is located 16 miles northeast of Sacramento near the town center of Fair Oaks, California. In close proximity to the library, parks and additional marketplaces. The campus is surrounded by mature trees and conveniently located 23 miles from the Sacramento International Airport.



11300 Fair Oaks Blvd, Fair Oaks, CA 95628



# FAIR OAKS - NEIGHBORHOOD



- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS**
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

ESKATON\_005343



# FAIR OAKS – AERIAL OVERVIEW



Parking lot owned by Eskaton (separate parcel)

Fair Oaks Campus

Eskaton Care Center Fair Oaks

Fair Oaks Blvd

Google

# FAIR OAKS – COMMUNITY SUMMARY & OPERATIONAL ANALYSIS

FAIR OAKS | 149 LICENSED BEDS | 148 OPERATING BEDS | FAIR OAKS, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23301420480000
Address	11300 FAIR OAKS BLVD
Postal City, Zip	FAIR OAKS 95628
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 233, Page 014

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-435
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$981,434
Improvement Value	\$11,397,268
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,378,702
Other Exemption	(\$12,378,702)
Net Assessed Value	\$0
FY 2022 Property Tax	\$556.80

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	3.00 acres
Last sale date	5/31/1989

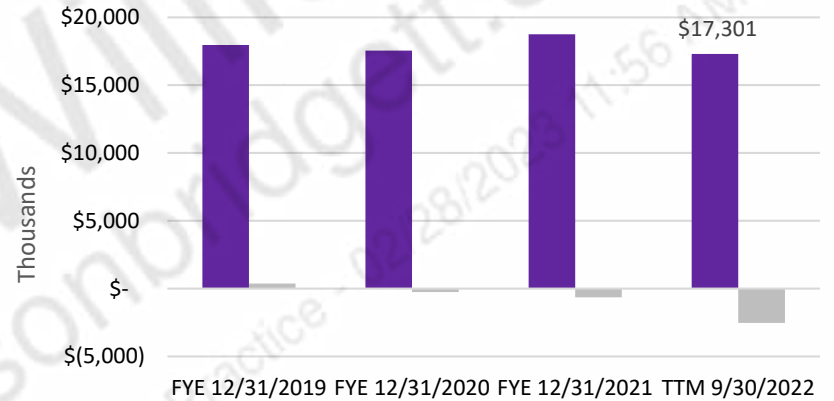
### PROPERTY BUILDING INFORMATION

Gross Building Area	57465 sq ft
Net Rentable Area	57465 sq ft
Ground Floor Area	57465 sq ft
Year Built	1983
Effective Year	1983
Stories	1
Quality Class	Average

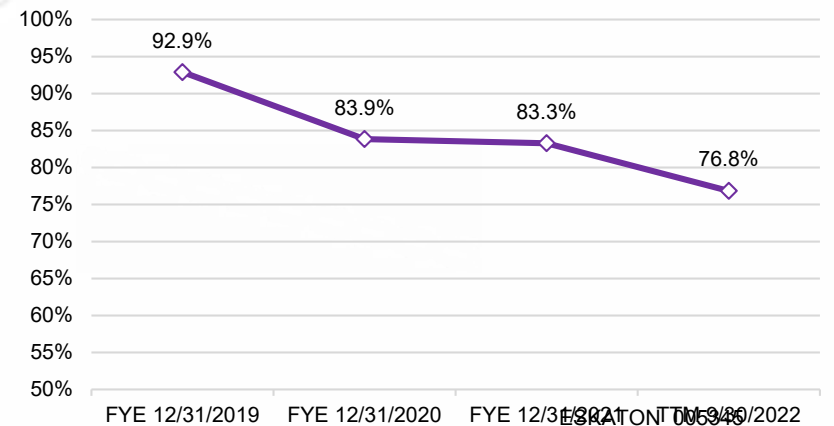
## Operations Analysis



### Historical Revenue & EBITDA\* Trends



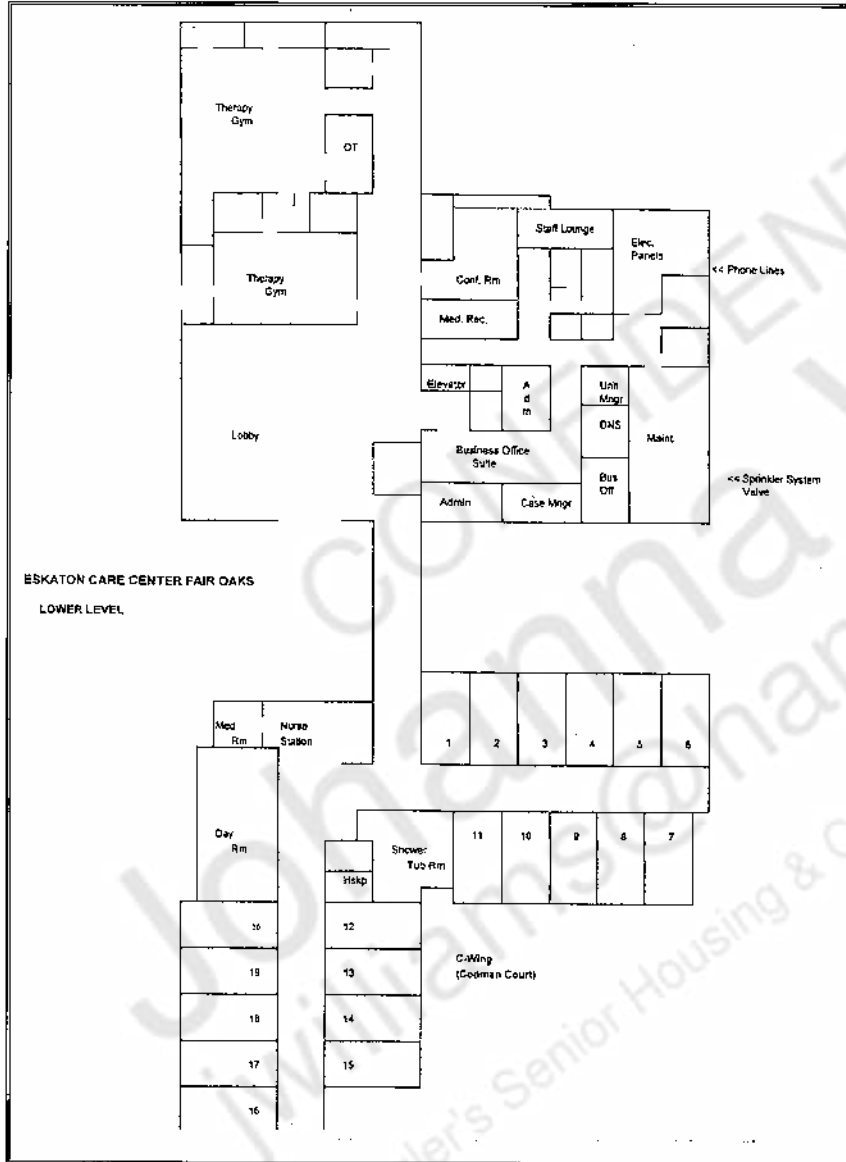
### Occupancy Trends



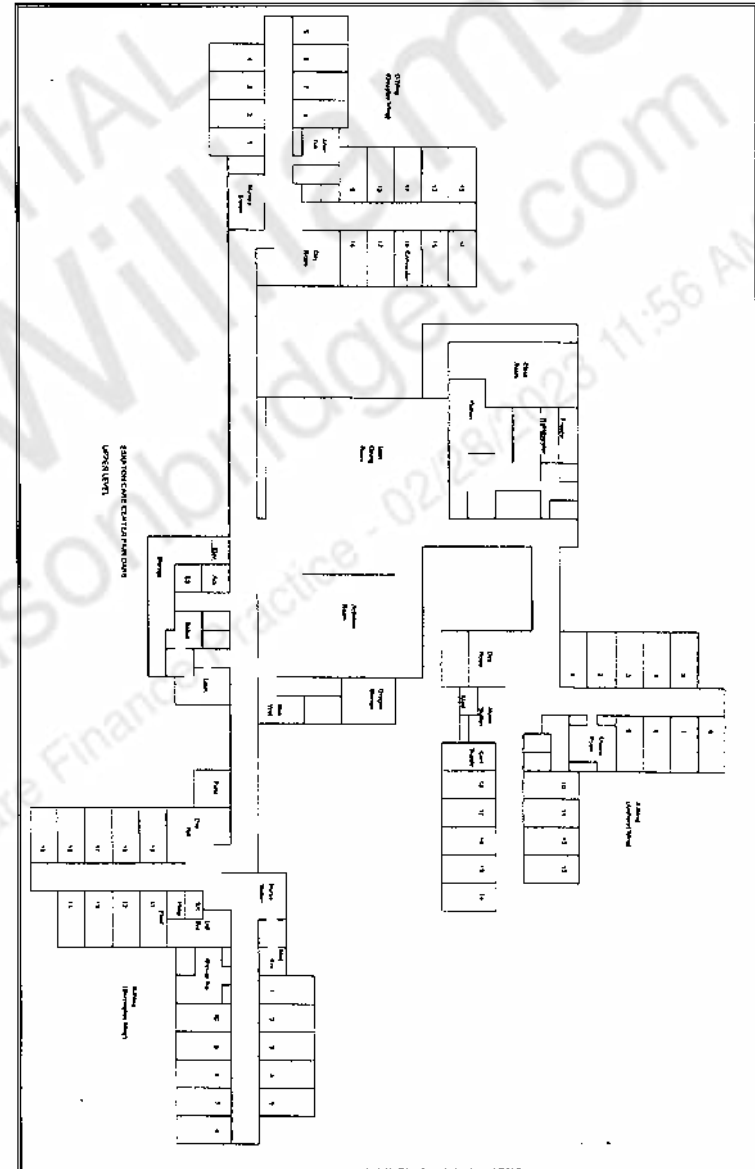
\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

- EXECUTIVE SUMMARY
- KEY CONSIDERATIONS
- FAIR OAKS
- GREENHAVEN
- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

# FAIR OAKS - BUILDING SITE PLAN



Lower Wing



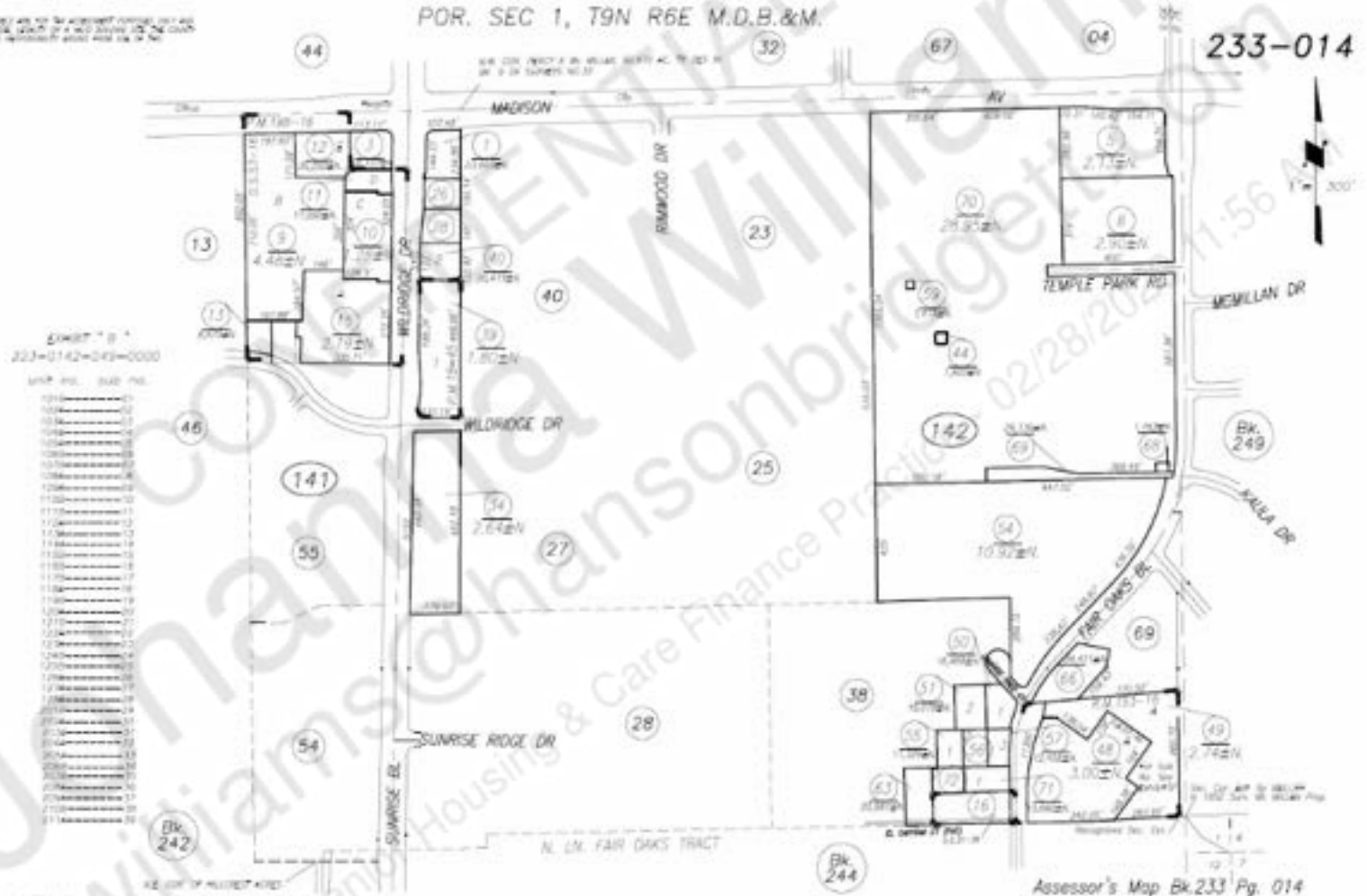
Upper Wing

ESKATON\_005346



# FAIR OAKS - SITE MAP

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 OF SACRAMENTO. ANY REPRODUCTION OF THIS MAP WITHOUT THE WRITTEN  
 PERMISSION OF THE COUNTY OF SACRAMENTO IS PROHIBITED.



SCALE: 1" = 300'

233-0142-043-0000

Lot No.	Acres
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
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70	0.10
71	0.10

Record of Survey, D.S. (Bk. 53, Pg. 36) (1-26-82)  
 Fair Oaks County Place Condominiums, P.M. (Bk. 153, Pg. 16) (1-26-82)

Assessor's Map Bk. 233 Pg. 014  
 County of Sacramento, Calif.  
 March 19th, 2018

**IV. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
GREENHAVEN**



ESKATON\_005348



EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET ANALYSIS

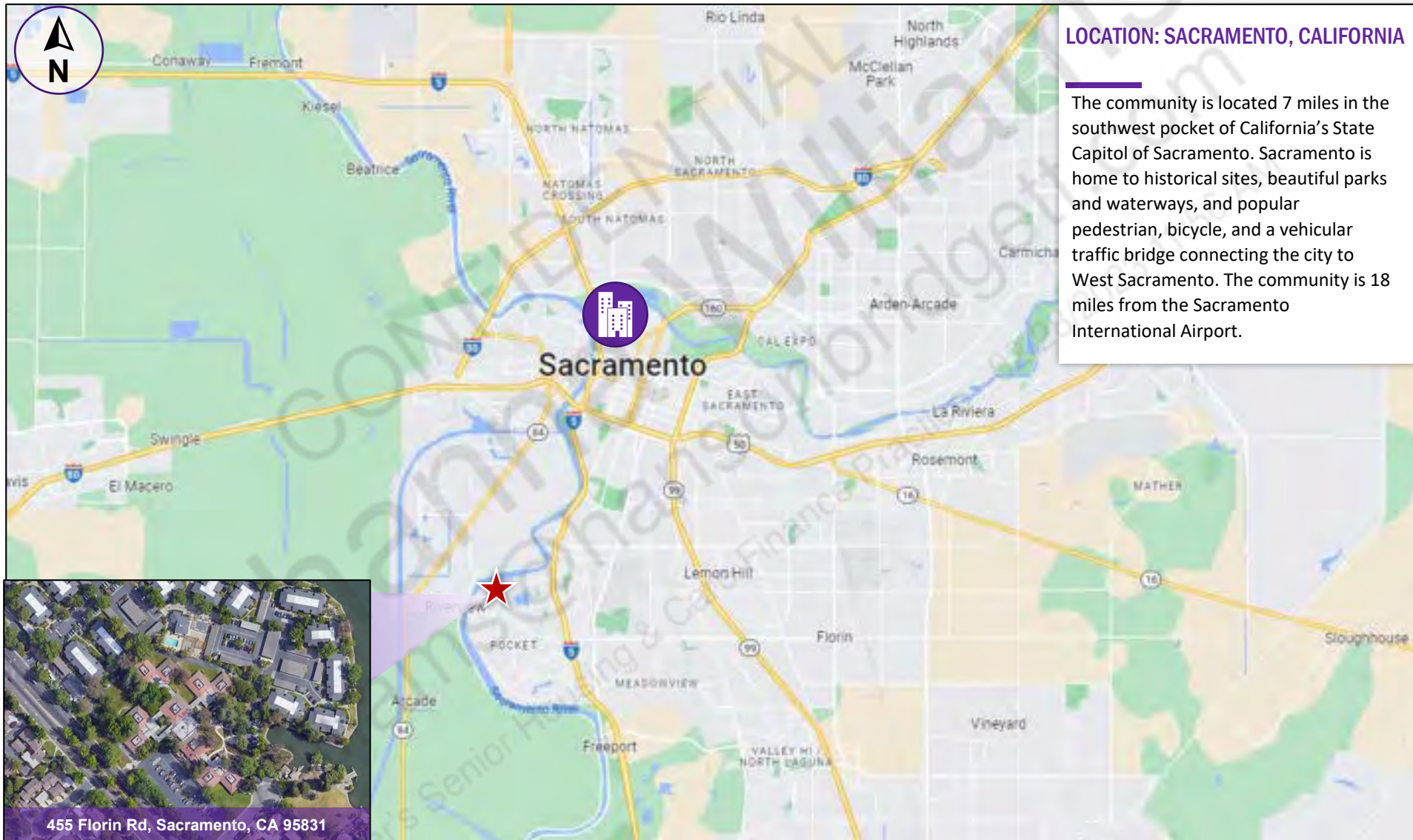
FINANCIAL SUMMARY

OTHER CONSIDERATIONS

ESKATON\_005349



# GREENHAVEN - LOCATION



ESKATON\_005350



# GREENHAVEN - NEIGHBORHOOD



Grocery Store

Lewis Park

Walgreens

Round Table  
Pizza

Ace Hardware

**ESKATON**  
AGE IS Beautiful

Lake  
Greenhaven

John F.  
Kennedy High  
School

Greenhaven  
Neighborhood  
Church

ESKATON\_005351



EXECUTIVE  
SUMMARY

KEY  
CONSIDERATIONS

FAIR OAKS

GREENHAVEN

MANZANITA

MARKET  
ANALYSIS

FINANCIAL  
SUMMARY

OTHER  
CONSIDERATIONS



# GREENHAVEN - AERIAL OVERVIEW



ESKATON\_005352

# GREENHAVEN – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

GREENHAVEN | 148 LICENSED BEDS | 148 OPERATING BEDS | SACRAMENTO, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	03007300020000
Address	455 FLORIN RD
Postal City, Zip	SACRAMENTO 95831
Jurisdiction	City of Sacramento
County Supervisor District	Patrick Kennedy - District 2
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 030, Page 073

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	03-165
Jurisdiction Used on Most Recent Tax Roll	SACRAMENTO
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$2,028,323
Improvement Value	\$10,371,620
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$12,399,943
Other Exemption	(\$12,399,943)
Net Assessed Value	\$0
FY 2022 Property Tax	\$10,420.68

### LAND INFORMATION

Zoning	R-2A - MULTI-FAMILY RESIDENTIAL 17 UNITS / ACRE
Approx. Parcel Area	4.92 acres
Last sale date	5/31/1989

### PROPERTY BUILDING INFORMATION

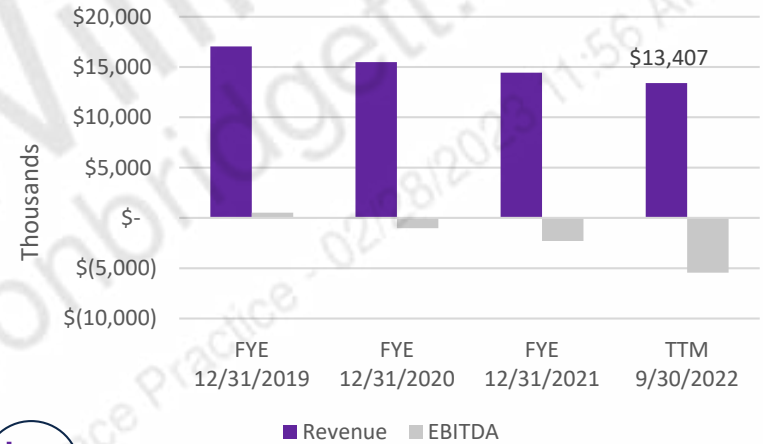
Gross Building Area	49488 sq ft
Net Rentable Area	46044 sq ft
Ground Floor Area	49488 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Average

\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization

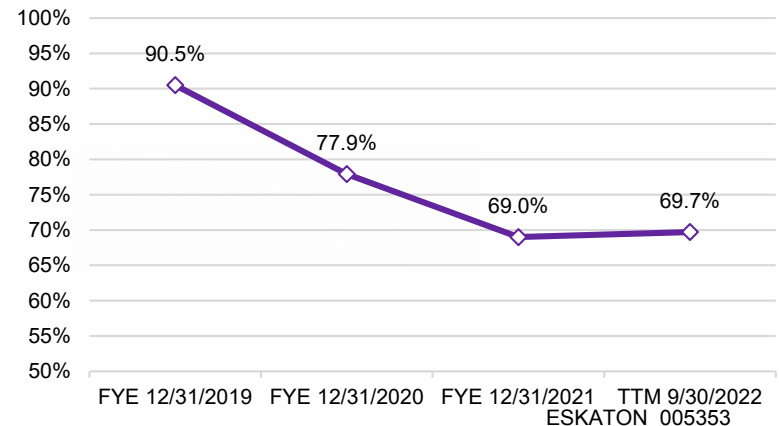
## Operations Analysis



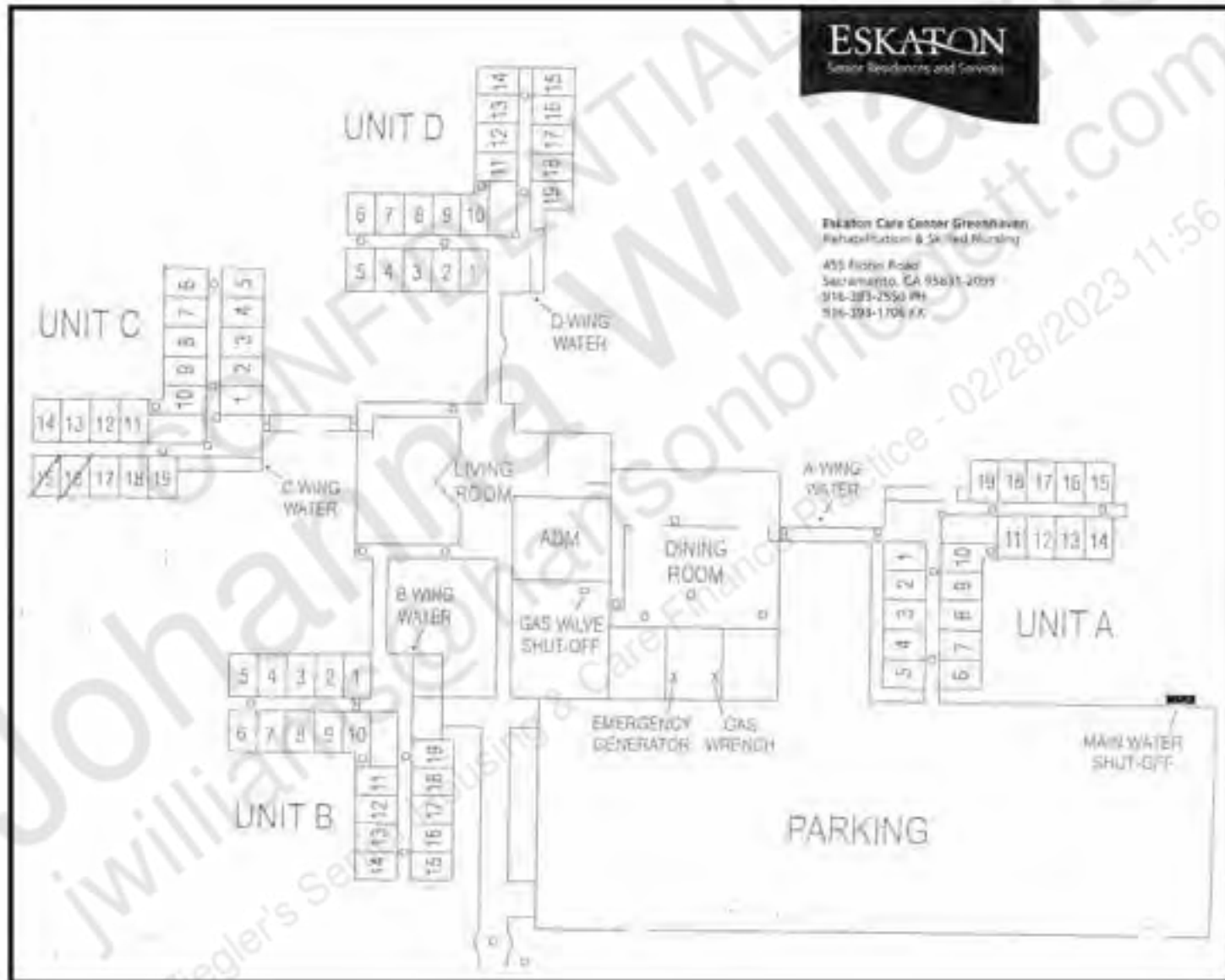
### Historical Revenue & EBITDA\* Trends



### Occupancy Trends



# GREENHAVEN - BUILDING SITE PLAN



ESKATON\_005354



# GREENHAVEN - SITE MAP

OR. SEC 33 & 34, T.8N.,R.4E., M.D.B. & M.

030-73



1 Bignasco, R.M. Bk.346, Pg.6 (1-10-2006)  
 2 cel Map P.M. Bk.37 Pg.39  
 3 cel Map P.M. Bk.32 Pg.17

CITY OF SACRAMENTO  
 Assessor's Map Bk.030  
 County of Sacramento,

ESKATON\_005355



EXECUTIVE  
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GREENHAVEN

MANZANITA

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**V. COMMUNITY  
OVERVIEW:  
ESKATON CARE CENTER  
MANZANITA**







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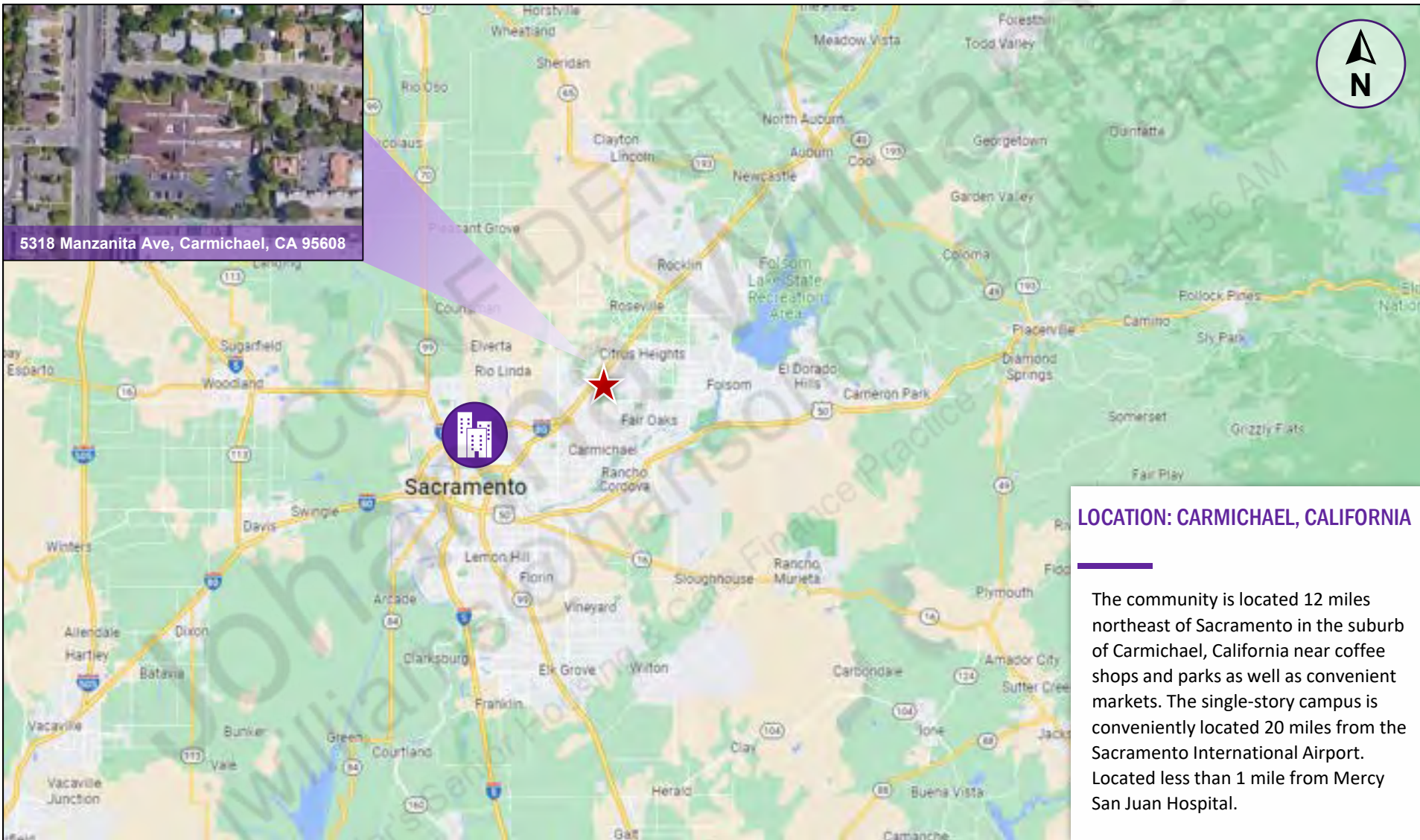
ESKATON\_005357



# MANZANITA - LOCATION



5318 Manzanita Ave, Carmichael, CA 95608



## LOCATION: CARMICHAEL, CALIFORNIA

The community is located 12 miles northeast of Sacramento in the suburb of Carmichael, California near coffee shops and parks as well as convenient markets. The single-story campus is conveniently located 20 miles from the Sacramento International Airport. Located less than 1 mile from Mercy San Juan Hospital.

ESKATON\_005358



# MANZANITA - NEIGHBORHOOD



- EXECUTIVE SUMMARY
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- MANZANITA
- MARKET ANALYSIS
- FINANCIAL SUMMARY
- OTHER CONSIDERATIONS

ESKATON\_005359



# MANZANITA - AERIAL OVERVIEW



ESKATON\_005360

# MANZANITA – COMMUNITY SUMMARY & OPERATIONS ANALYSIS

MANZANITA | 99 LICENSED BEDS | 95 OPERATING BEDS | CARMICHAEL, CA

## Community Summary

### PROPERTY INFORMATION

Assessor Parcel #	23200740070000
Address	5318 MANZANITA AVE
Postal City, Zip	CARMICHAEL 95608
Jurisdiction	Unincorporated Area of Sacramento County
County Supervisor District	Rich Desmond - District 3
Assessor Roll Status	ACTIVE
Assessor's Map	Assessor's Map Book 232, Page 007

### TAX ASSESSMENT AND PROPERTY TAX

Tax Rate Area Code	54-058
Jurisdiction Used on Most Recent Tax Roll	UNINCORPORATED
Last Roll Year	2022
Tax Roll Year	2022
Land Value	\$159,860
Improvement Value	\$2,884,783
Personal Property Value	\$0
Fixtures	\$0
Homeowner's Exemption	\$0
Subtotal	\$3,044,643
Other Exemption	(\$3,044,643)
Net Assessed Value	\$0
FY 2022 Property Tax	\$110.11

### LAND INFORMATION

Zoning	RD-5 - RESIDENTIAL
Approx. Parcel Area	2.81 acres
Last sale date	12/5/1984

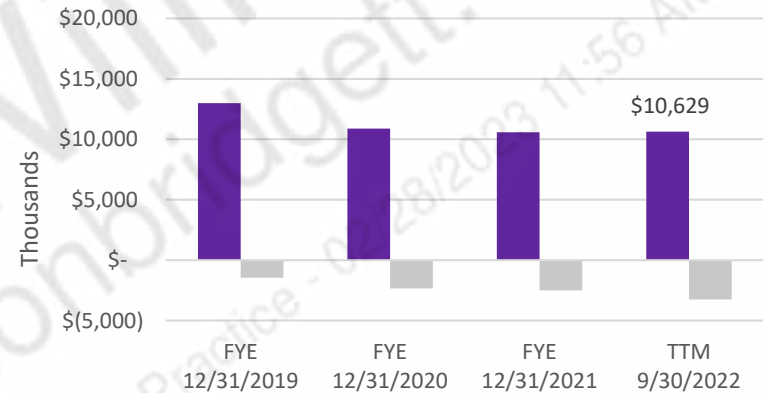
### PROPERTY BUILDING INFORMATION

Gross Building Area	29,559 sq ft
Net Rentable Area	29,559 sq ft
Ground Floor Area	29,559 sq ft
Year Built	1978
Effective Year	1978
Stories	1
Quality Class	Good

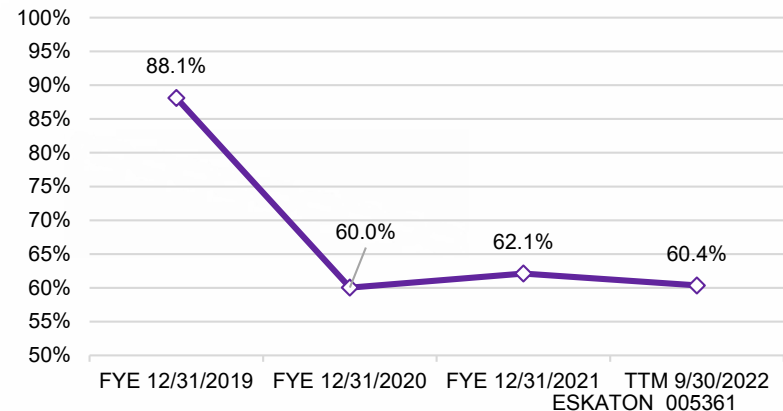
## Operations Analysis



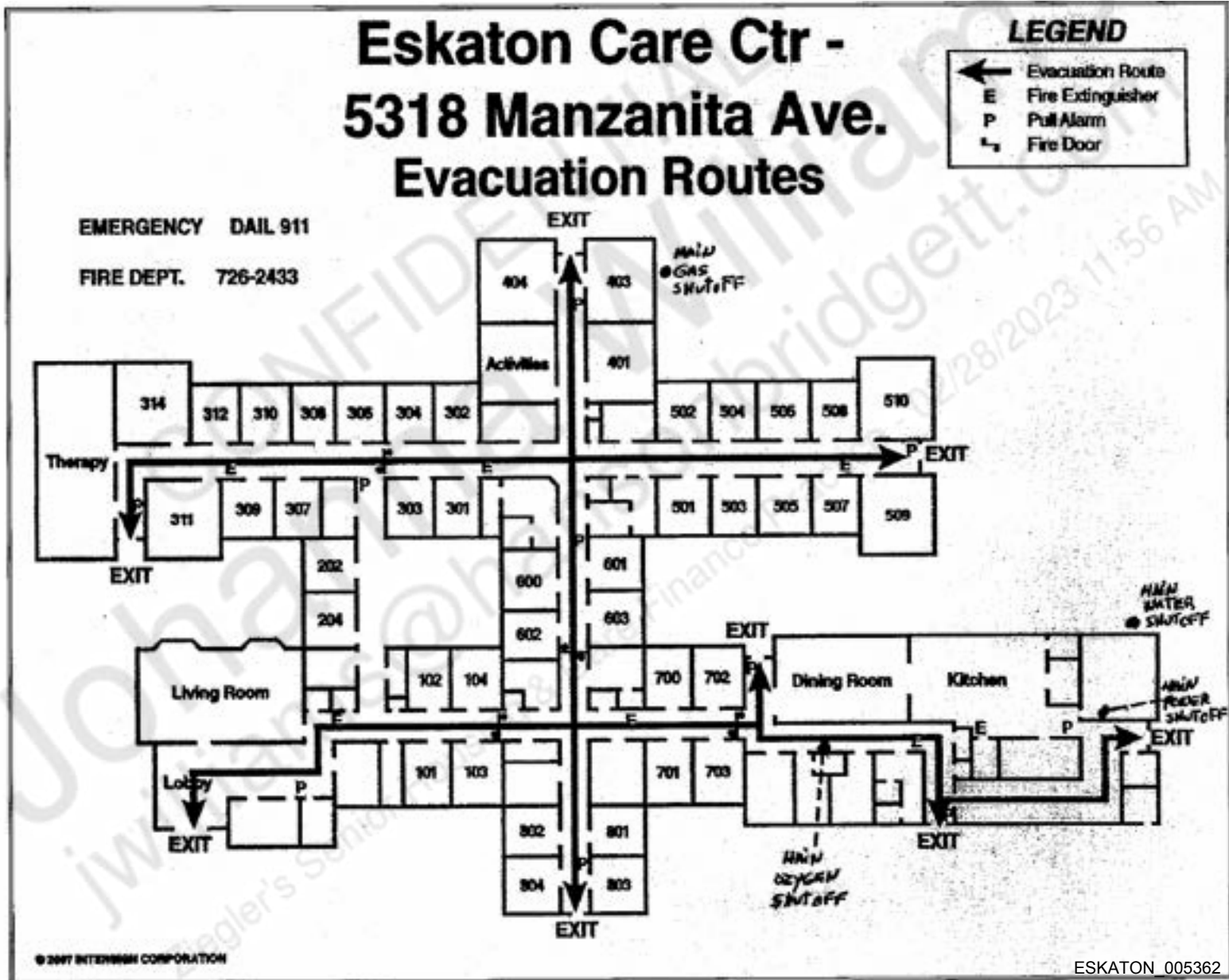
### Historical Revenue & EBITDA\* Trends



### Occupancy Trends



\* EBITDA = Earnings Before Interest, Taxes, Depreciation, Amortization





# MANZANITA - SITE MAP



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## VI. MARKET ANALYSIS AND COMPETITION OVERVIEW







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# COMPETITION OVERVIEW



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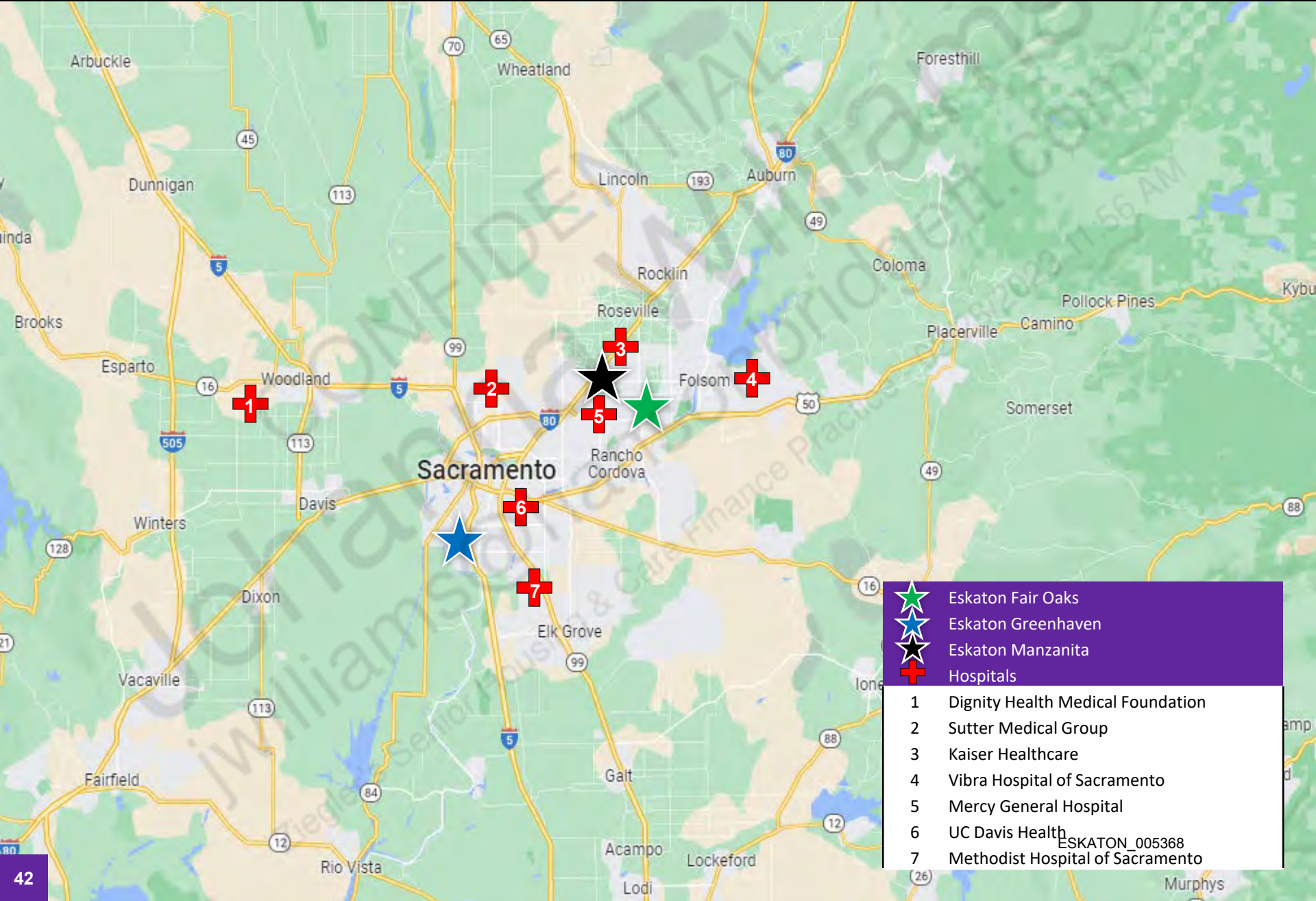
41

	1	2	3	4	5	6
						
<b>Property Name</b>	Rock Creek Care Center	Folsom Convalescent Hospital	ManorCare – Citrus Heights	Roseville Care Center	Oak Ridge Care Center	Roseville Point Health and Wellness Center
<b>Year Built</b>	1964	1970	1988	1968	1963	1970
<b>Community Type</b>	SNF	SNF	SNF	SNF	SNF	SNF
<b>Operator</b>	Plum Healthcare Group LLC	-	ProMedica	Plum Healthcare Group LLC	-	Core Healthcare
<b>SNF Beds</b>	84	99	149	180	66	98

	7	8	9	10	11	12
						
<b>Property Name</b>	Lincoln Meadows	Riverbend Nursing Center	Applewood Post-Acure	Capital Transitional Care	Florin Health Care Center	ACC Care Center
<b>Year Built</b>	1987	1968	1970	1965	1970	1987
<b>Community Type</b>	SNF	SNF	SNF	SNF	SNF	SNF
<b>Operator</b>	Plum Healthcare Group LLC	Omnicare	Meridian Healthcare Management	Covenant Care	Ricky Martin & Brian Boeher	ACC Senior Services
<b>SNF Beds</b>	97	99	48	121	121	99

ESKATON\_005367

# HOSPITAL MAP



- Eskaton Fair Oaks
- Eskaton Greenhaven
- Eskaton Manzanita
- Hospitals

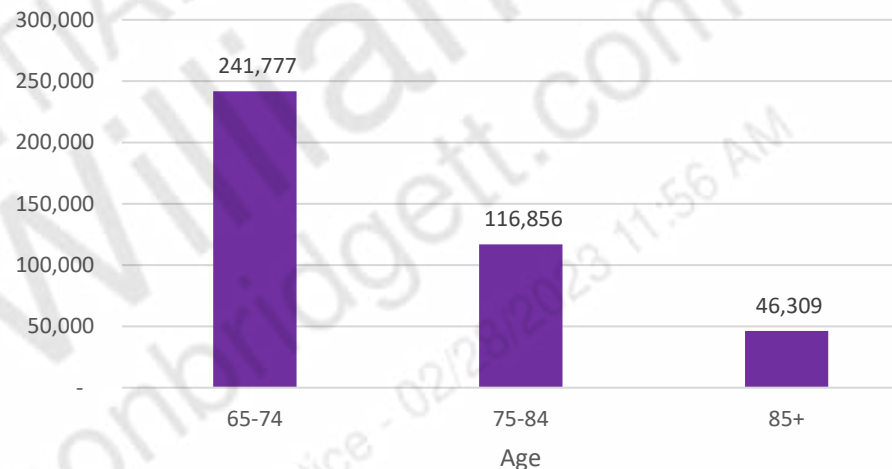
- 1 Dignity Health Medical Foundation
- 2 Sutter Medical Group
- 3 Kaiser Healthcare
- 4 Vibra Hospital of Sacramento
- 5 Mercy General Hospital
- 6 UC Davis Health
- 7 Methodist Hospital of Sacramento

ESKATON\_005368

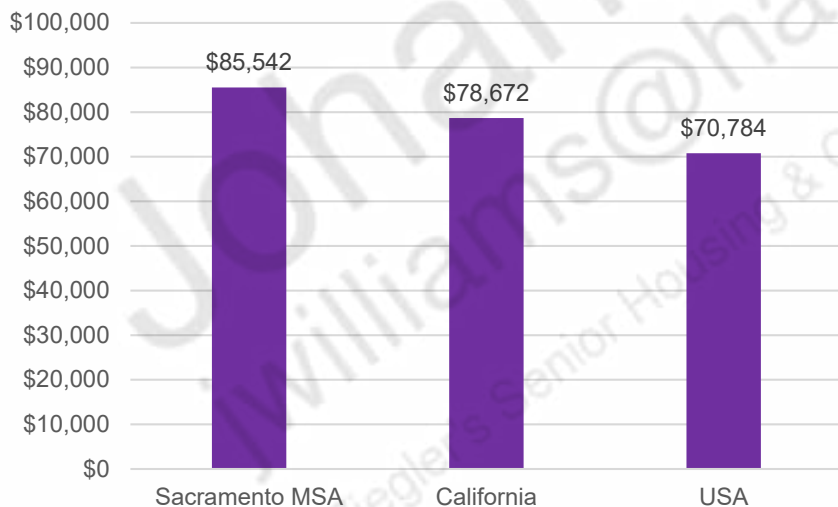
# MARKET ANALYSIS – SACRAMENTO METROPOLITAN STATISTICAL AREA

Sacramento County covers 984 square miles and is home to the California state capital, 1.4 million residents and seven cities. The population of Sacramento County's unincorporated area is 564,657. If it were a city, it would be the largest in the greater Sacramento region and the 5th largest in the state. More than 2.4 million people live in the six-county Sacramento region. The area is the 20<sup>th</sup> largest media market in the country.

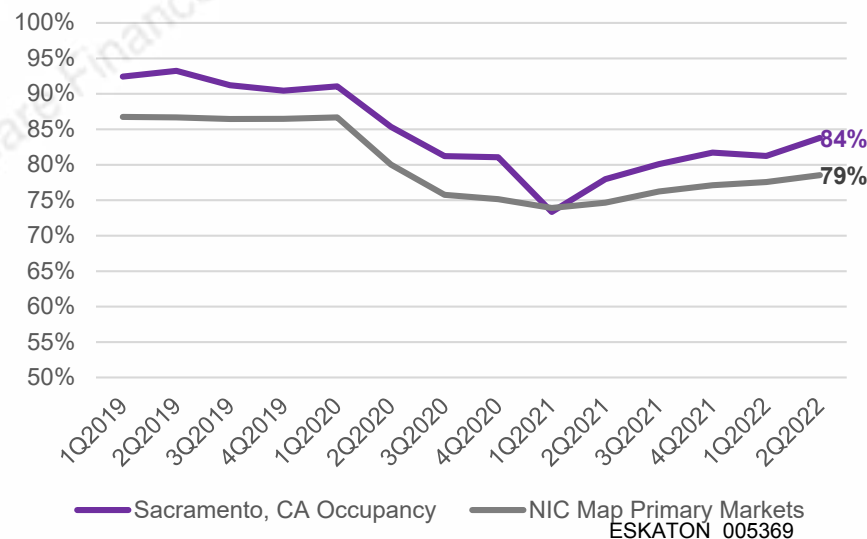
### Population



### Median Household Income



### Skilled Nursing Occupancy



Source: NIC MAP Vision

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# VII. FINANCIAL PERFORMANCE







MANZANITA LOBBY



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ESKATON\_005371

# CONSOLIDATED PORTFOLIO – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	127,057		108,325		103,806		100,098	
Operating SNF Beds	383		391		391		391	
Overall SNF Occupancy %	90.9%		75.7%		72.7%		70.1%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	48,250,625	379.76	44,173,339	407.79	44,070,366	424.55	41,290,317	412.50
Other Operating Revenues	176,425	1.39	102,171	0.94	61,013	0.59	47,123	0.47
COVID Revenues Adjustment	-	-	(2,884,589)	(26.63)	(82,406)	(0.79)	-	-
<b>Total Operating Revenue</b>	<b>\$ 48,427,050</b>	<b>\$ 381.14</b>	<b>\$ 41,390,921</b>	<b>\$ 382.10</b>	<b>\$ 44,048,973</b>	<b>\$ 424.34</b>	<b>\$ 41,337,440</b>	<b>\$ 412.97</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 25,153,649	\$ 197.97	\$ 24,379,504	\$ 225.06	\$ 23,871,678	\$ 229.96	\$ 25,300,777	\$ 252.76
Employee Benefits	8,157,437	64.20	8,658,547	79.93	7,833,561	75.46	8,182,354	81.74
Registry	1,216,744	9.58	1,183,480	10.93	4,204,868	40.51	6,537,382	65.31
Professional Fees	325,286	2.56	277,507	2.56	225,872	2.18	237,700	2.37
Supplies	2,296,983	18.08	2,705,292	24.97	2,405,295	23.17	2,322,098	23.20
Purchased Services	777,680	6.12	771,246	7.12	1,025,835	9.88	1,054,558	10.54
Ancillary Costs	2,976,689	23.43	1,905,048	17.59	2,148,303	20.70	2,069,639	20.68
Utilities	959,757	7.55	982,827	9.07	1,025,915	9.88	1,021,174	10.20
Insurance & Other	3,554,705	27.98	3,456,079	31.90	3,603,891	34.72	3,759,574	37.56
COVID Expenses Adjustment	-	-	(2,579,515)	(23.81)	(3,403,328)	(32.79)	-	-
<b>Total Operating Expenses</b>	<b>\$ 45,418,930</b>	<b>\$ 357.47</b>	<b>\$ 41,740,015</b>	<b>\$ 385.32</b>	<b>\$ 42,941,890</b>	<b>\$ 413.67</b>	<b>\$ 50,485,256</b>	<b>\$ 504.36</b>
<b>EBITDAM</b>	<b>\$ 3,008,120</b>	<b>\$ 23.68</b>	<b>\$ (349,094)</b>	<b>\$ (3.22)</b>	<b>\$ 1,107,083</b>	<b>\$ 10.66</b>	<b>\$ (9,147,816)</b>	<b>\$ (91.39)</b>
<i>EBITDAM Margin %</i>	6.2%		-0.8%		2.5%		-22.1%	
5% Management Fee	2,421,353	19.06	2,069,546	19.10	2,202,449	21.22	2,066,872	20.65
<b>EBITDA</b>	<b>\$ 586,768</b>	<b>\$ 4.62</b>	<b>\$ (2,418,640)</b>	<b>\$ (22.33)</b>	<b>\$ (1,095,366)</b>	<b>\$ (10.55)</b>	<b>\$ (11,214,688)</b>	<b>\$ (112.04)</b>
<i>EBITDA Margin %</i>	1.2%		-5.8%		-2.5%		-27.1%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 754,442	5.94	\$ 810,055	7.48	\$ 824,628	7.94	812,921	8.12
Amortization	\$ 19,464	0.15	\$ 17,702	0.16	\$ 37,248	0.36	35,247	0.35
Bad Debts	\$ 255,264	2.01	\$ 220,694	2.04	\$ 137,372	1.32	119,737	1.20
COVID Revenues	\$ -	-	\$ (2,884,589)	(26.63)	\$ (82,406)	(0.79)	-	-
COVID Expenses	\$ -	-	\$ 2,579,515	23.81	\$ 3,403,328	32.79	-	-
Interest Expense	\$ 220,904	1.74	\$ 125,330	1.16	\$ 80,318	0.77	97,813	0.98
Loss (Gain) on Early Repayment of Debt	\$ -	-	\$ -	-	\$ -	-	121,064	1.21
Legal Fees	\$ -	-	\$ -	-	\$ -	-	-	-
Other Financing Fees	\$ 3,910	0.03	\$ 3,443	0.03	\$ 3,910	0.04	3,910	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 1,430,984</b>	<b>\$ 11.26</b>	<b>\$ 1,007,932</b>	<b>\$ 9.30</b>	<b>\$ 4,630,258</b>	<b>\$ 44.60</b>	<b>\$ 1,190,692</b>	<b>\$ 11.90</b>
<b>Net Income</b>	<b>\$ (844,217)</b>	<b>\$ (6.64)</b>	<b>\$ (3,426,572)</b>	<b>\$ (31.63)</b>	<b>\$ (5,725,624)</b>	<b>\$ (55.16)</b>	<b>\$ (12,405,380)</b>	<b>\$ (123.93)</b>
<i>Net Income Margin %</i>	-1.7%		-8.3%		-13.0%		-30.0%	

ESKATON\_005372

# FAIR OAKS – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	50,186		45,421		44,988		41,509	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	92.9%		83.9%		83.3%		76.8%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	18,154,921	361.75	17,694,354	389.56	18,815,462	418.23	17,294,484	416.64
Other Operating Revenues	30,819	0.61	6,288	0.14	15,665	0.35	6,650	0.16
COVID Revenues Adjustment	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
<b>Total Operating Revenue</b>	<b>\$ 18,185,740</b>	<b>\$ 362.37</b>	<b>\$ 16,620,438</b>	<b>\$ 365.92</b>	<b>\$ 18,801,619</b>	<b>\$ 417.93</b>	<b>\$ 17,301,134</b>	<b>\$ 416.80</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 9,145,647	\$ 182.24	\$ 9,064,176	\$ 199.56	\$ 9,329,043	\$ 207.37	\$ 9,763,572	\$ 235.22
Employee Benefits	2,892,337	57.63	3,103,377	68.32	3,014,661	67.01	3,096,625	74.60
Registry	417,315	8.32	644,904	14.20	1,980,116	44.01	2,192,697	52.82
Professional Fees	150,654	3.00	98,162	2.16	65,339	1.45	86,558	2.09
Supplies	923,524	18.40	1,134,529	24.98	978,051	21.74	896,781	21.60
Purchased Services	293,678	5.85	285,764	6.29	405,047	9.00	400,621	9.65
Ancillary Costs	933,133	18.59	607,145	13.37	788,917	17.54	757,986	18.26
Utilities	346,032	6.89	368,813	8.12	366,400	8.14	351,348	8.46
Insurance & Other	1,353,323	26.97	1,331,503	29.31	1,380,691	30.69	1,420,154	34.21
COVID Expenses Adjustment	-	-	(1,262,252)	(27.79)	(2,169,283)	(48.22)	-	-
<b>Total Operating Expenses</b>	<b>\$ 16,455,643</b>	<b>\$ 327.89</b>	<b>\$ 15,376,121</b>	<b>\$ 338.52</b>	<b>\$ 16,138,982</b>	<b>\$ 358.74</b>	<b>\$ 18,966,342</b>	<b>\$ 456.92</b>
<b>EBITDAM</b>	<b>\$ 1,730,097</b>	<b>\$ 34.47</b>	<b>\$ 1,244,317</b>	<b>\$ 27.40</b>	<b>\$ 2,662,637</b>	<b>\$ 59.19</b>	<b>\$ (1,665,208)</b>	<b>\$ (40.12)</b>
EBITDAM Margin %	9.5%		7.5%		14.2%		-9.6%	
5% Management Fee	909,287	18.12	831,022	18.30	940,081	20.90	865,057	20.84
<b>EBITDA</b>	<b>\$ 820,810</b>	<b>\$ 16.36</b>	<b>\$ 413,295</b>	<b>\$ 9.10</b>	<b>\$ 1,722,556</b>	<b>\$ 38.29</b>	<b>\$ (2,530,265)</b>	<b>\$ (60.96)</b>
EBITDA Margin %	4.5%		2.5%		9.2%		-14.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 272,925	5.44	\$ 292,447	6.44	\$ 284,338	6.32	\$ 301,882	7.27
Amortization	7,896	0.16	7,181	0.16	15,108	0.34	14,296	0.34
Bad Debts	225,000	4.48	151,067	3.33	75,070	1.67	35,070	0.84
COVID Revenues	-	-	(1,080,204)	(23.78)	(29,508)	(0.66)	-	-
COVID Expenses	-	-	1,262,252	27.79	2,169,283	48.22	-	-
Interest Expense	89,591	1.79	50,831	1.12	32,574	0.72	39,668	0.96
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	49,099	1.18
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,585	0.03	1,396	0.03	1,585	0.04	1,585	0.04
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 596,997</b>	<b>\$ 11.90</b>	<b>\$ 684,970</b>	<b>\$ 15.08</b>	<b>\$ 2,548,450</b>	<b>\$ 56.65</b>	<b>\$ 441,600</b>	<b>\$ 10.64</b>
<b>Net Income</b>	<b>\$ 223,813</b>	<b>\$ 4.46</b>	<b>\$ (271,675)</b>	<b>\$ (5.98)</b>	<b>\$ (825,894)</b>	<b>\$ (18.36)</b>	<b>\$ (2,971,865)</b>	<b>\$ (71.60)</b>
Net Income Margin %	1.2%		-1.6%		-4.4%		-17.2%	

ESKATON\_005373



# GREENHAVEN – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	48,892		42,086		37,277		37,661	
Operating SNF Beds	148		148		148		148	
Overall SNF Occupancy %	90.5%		77.9%		69.0%		69.7%	
<b>OPERATING REVENUES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Net SNF Patient Revenue	17,031,453	348.35	15,503,208	368.37	14,494,800	388.84	13,400,241	355.81
Other Operating Revenues	47,962	0.98	47,914	1.14	6,552	0.18	7,095	0.19
COVID Revenues Adjustment	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
<b>Total Operating Revenue</b>	<b>\$ 17,079,415</b>	<b>\$ 349.33</b>	<b>\$ 14,491,487</b>	<b>\$ 344.33</b>	<b>\$ 14,471,023</b>	<b>\$ 388.20</b>	<b>\$ 13,407,336</b>	<b>\$ 356.00</b>
<b>OPERATING EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Salaries (Prod & Non-Prod)	\$ 8,857,215	\$ 181.16	\$ 8,856,698	\$ 210.44	\$ 8,110,345	\$ 217.57	\$ 8,506,026	\$ 225.86
Employee Benefits	2,825,689	57.79	3,015,920	71.66	2,604,462	69.87	2,783,181	73.90
Registry	102,877	2.10	141,382	3.36	1,627,931	43.67	3,326,523	88.33
Professional Fees	67,246	1.38	61,371	1.46	51,628	1.38	53,553	1.42
Supplies	687,233	14.06	820,136	19.49	808,309	21.68	851,389	22.61
Purchased Services	246,639	5.04	292,479	6.95	340,374	9.13	379,052	10.06
Ancillary Costs	990,085	20.25	589,892	14.02	630,746	16.92	591,030	15.69
Utilities	308,083	6.30	305,887	7.27	316,883	8.50	338,462	8.99
Insurance & Other	1,369,452	28.01	1,311,247	31.16	1,302,712	34.95	1,343,819	35.68
COVID Expenses Adjustment	-	-	(605,076)	(14.38)	(1,900,736)	(50.99)	-	-
<b>Total Operating Expenses</b>	<b>\$ 15,454,519</b>	<b>\$ 316.10</b>	<b>\$ 14,789,936</b>	<b>\$ 351.42</b>	<b>\$ 13,892,654</b>	<b>\$ 372.69</b>	<b>\$ 18,173,035</b>	<b>\$ 482.54</b>
<b>EBITDAM</b>	<b>\$ 1,624,896</b>	<b>\$ 33.23</b>	<b>\$ (298,449)</b>	<b>\$ (7.09)</b>	<b>\$ 578,369</b>	<b>\$ 15.52</b>	<b>\$ (4,765,699)</b>	<b>\$ (126.54)</b>
EBITDAM Margin %	9.5%		-2.1%		4.0%		-35.5%	
5% Management Fee	853,971	17.47	724,574	17.22	723,551	19.41	670,367	17.80
<b>EBITDA</b>	<b>\$ 770,925</b>	<b>\$ 15.77</b>	<b>\$ (1,023,023)</b>	<b>\$ (24.31)</b>	<b>\$ (145,182)</b>	<b>\$ (3.89)</b>	<b>\$ (5,436,066)</b>	<b>\$ (144.34)</b>
EBITDA Margin %	4.5%		-7.1%		-1.0%		-40.5%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD	\$	\$ PPD
Depreciation	\$ 310,223	6.35	\$ 339,723	8.07	\$ 345,771	9.28	\$ 320,591	8.51
Amortization	9,420	0.19	8,567	0.20	18,024	0.48	17,056	0.45
Bad Debts	30,264	0.62	69,627	1.65	62,302	1.67	(14,122)	(0.37)
COVID Revenues	-	-	(1,059,635)	(25.18)	(30,329)	(0.81)	-	-
COVID Expenses	-	-	605,076	14.38	1,900,736	50.99	-	-
Interest Expense	106,882	2.19	60,639	1.44	38,862	1.04	47,327	1.26
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	58,576	1.56
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	1,892	0.04	1,666	0.04	1,892	0.05	1,892	0.05
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 458,681</b>	<b>\$ 9.38</b>	<b>\$ 25,663</b>	<b>\$ 0.61</b>	<b>\$ 2,337,258</b>	<b>\$ 62.70</b>	<b>\$ 431,320</b>	<b>\$ 11.45</b>
<b>Net Income</b>	<b>\$ 312,244</b>	<b>\$ 6.39</b>	<b>\$ (1,048,686)</b>	<b>\$ (24.92)</b>	<b>\$ (2,482,440)</b>	<b>\$ (66.59)</b>	<b>\$ (5,867,386)</b>	<b>\$ (155.79)</b>
Net Income Margin %	1.8%		-7.2%		-17.2%		-43.8%	

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# MANZANITA – INCOME STATEMENT

Source Period	Actual FYE 12/31/2019		Actual FYE 12/31/2020		Actual FYE 12/31/2021		Actual TTM 9/30/2022	
<b>OCCUPANCY</b>								
Total SNF Patient Days	27,979		20,818		21,541		20,928	
Operating SNF Beds	87		95		95		95	
Overall SNF Occupancy %	88.1%		60.0%		62.1%		60.4%	
<b>OPERATING REVENUES</b>								
Net SNF Patient Revenue	\$ 13,064,251	\$ 466.93	\$ 10,975,777	\$ 527.23	\$ 10,760,104	\$ 499.52	\$ 10,595,592	\$ 506.29
Other Operating Revenues	97,644	3.49	47,969	2.30	38,796	1.80	33,378	1.59
COVID Revenues Adjustment	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
<b>Total Operating Revenue</b>	<b>\$ 13,161,895</b>	<b>\$ 470.42</b>	<b>\$ 10,278,996</b>	<b>\$ 493.76</b>	<b>\$ 10,776,331</b>	<b>\$ 500.27</b>	<b>\$ 10,628,970</b>	<b>\$ 507.88</b>
<b>OPERATING EXPENSES</b>								
Salaries (Prod & Non-Prod)	\$ 7,150,787	\$ 255.58	\$ 6,458,630	\$ 310.24	\$ 6,432,290	\$ 298.61	\$ 7,031,179	\$ 335.97
Employee Benefits	2,439,411	87.19	2,539,250	121.97	2,214,438	102.80	2,302,548	110.02
Registry	696,552	24.90	397,194	19.08	596,821	27.71	1,018,162	48.65
Professional Fees	107,386	3.84	117,974	5.67	108,905	5.06	97,589	4.66
Supplies	686,226	24.53	750,627	36.06	618,935	28.73	573,928	27.42
Purchased Services	237,363	8.48	193,003	9.27	280,414	13.02	274,885	13.13
Ancillary Costs	1,053,471	37.65	708,011	34.01	728,640	33.83	720,623	34.43
Utilities	305,642	10.92	308,127	14.80	342,632	15.91	331,364	15.83
Insurance & Other	831,930	29.73	813,329	39.07	920,488	42.73	995,601	47.57
COVID Expenses Adjustment	-	-	(712,187)	(34.21)	666,691	30.95	-	-
<b>Total Operating Expenses</b>	<b>\$ 13,508,768</b>	<b>\$ 482.82</b>	<b>\$ 11,573,958</b>	<b>\$ 555.96</b>	<b>\$ 12,910,254</b>	<b>\$ 599.33</b>	<b>\$ 13,345,879</b>	<b>\$ 637.70</b>
<b>EBITDAM</b>	<b>\$ (346,873)</b>	<b>\$ (12.40)</b>	<b>\$ (1,294,962)</b>	<b>\$ (62.20)</b>	<b>\$ (2,133,923)</b>	<b>\$ (99.06)</b>	<b>\$ (2,716,909)</b>	<b>\$ (129.82)</b>
EBITDAM Margin %	-2.6%		-12.6%		-19.8%		-25.6%	
5% Management Fee	658,095	23.52	513,950	24.69	538,817	25.01	531,449	25.39
<b>EBITDA</b>	<b>\$ (1,004,968)</b>	<b>\$ (35.92)</b>	<b>\$ (1,808,912)</b>	<b>\$ (86.89)</b>	<b>\$ (2,672,740)</b>	<b>\$ (124.08)</b>	<b>\$ (3,248,358)</b>	<b>\$ (155.22)</b>
EBITDA Margin %	-7.6%		-17.6%		-24.8%		-30.6%	
<b>NON-OPERATING (INCOME) / EXPENSES</b>								
Depreciation	\$ 171,294	\$ 6.12	\$ 177,885	\$ 8.54	\$ 194,519	\$ 9.03	\$ 190,448	\$ 9.10
Amortization	2,148	0.08	1,954	0.09	4,116	0.19	3,895	0.19
Bad Debts	177,000	6.33	135,782	6.52	225,860	10.49	98,789	4.72
COVID Revenues	-	-	(744,750)	(35.77)	(22,569)	(1.05)	-	-
COVID Expenses	-	-	712,187	34.21	(666,691)	(30.95)	-	-
Interest Expense	24,431	0.87	13,860	0.67	8,882	0.41	10,818	0.52
Loss (Gain) on Early Repayment of Debt	-	-	-	-	-	-	13,389	0.64
Legal Fees	-	-	-	-	-	-	-	-
Other Financing Fees	433	0.02	381	0.02	433	0.02	433	0.02
<b>Total Non-Operating (Income) / Expenses</b>	<b>\$ 375,306</b>	<b>\$ 13.41</b>	<b>\$ 297,299</b>	<b>\$ 14.28</b>	<b>\$ (255,450)</b>	<b>\$ (11.86)</b>	<b>\$ 317,772</b>	<b>\$ 15.18</b>
<b>Net Income</b>	<b>\$ (1,380,274)</b>	<b>\$ (49.33)</b>	<b>\$ (2,106,211)</b>	<b>\$ (101.17)</b>	<b>\$ (2,417,290)</b>	<b>\$ (112.22)</b>	<b>\$ (3,566,130)</b>	<b>\$ (170.40)</b>
Net Income Margin %	-10.5%		-20.5%		-22.4%		-33.6%	

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# PAYOR MIX

Source Period Days in Period	Actual FYE 12/31/2019 365	Actual FYE 12/31/2020 366	Actual FYE 12/31/2021 365	Actual TTM 9/30/2022 365
<b><u>PAYOR MIX - Fair Oaks</u></b>				
Private Pay	10.3%	8.4%	7.6%	10.2%
Complex Care	0.0%	2.8%	0.6%	0.0%
Other Managed Care	18.4%	11.9%	18.7%	18.5%
Medicare	4.6%	4.1%	5.6%	5.2%
Medi-Cal	62.4%	68.8%	64.6%	62.2%
Hospice/Respite	4.4%	4.0%	2.9%	3.9%
<b>Subtotal - Fair Oaks</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Greenhaven</u></b>				
Private Pay	5.4%	4.9%	3.5%	3.4%
Complex Care	0.0%	0.0%	0.0%	0.0%
Other Managed Care	15.6%	10.8%	15.1%	11.1%
Medicare	5.8%	4.5%	4.4%	3.3%
Medi-Cal	70.0%	77.3%	73.1%	79.8%
Hospice/Respite	3.1%	2.6%	3.9%	2.4%
<b>Subtotal - Greenhaven</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Manzanita</u></b>				
Private Pay	6.4%	4.9%	5.1%	5.4%
Complex Care	7.6%	7.6%	4.1%	1.6%
Other Managed Care	24.3%	19.3%	21.7%	20.6%
Medicare	4.9%	6.8%	8.2%	12.5%
Medi-Cal	53.1%	58.7%	58.8%	57.0%
Hospice/Respite	3.7%	2.8%	2.1%	2.9%
<b>Subtotal - Manzanita</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>PAYOR MIX - Consolidated</u></b>				
Private Pay	7.5%	6.3%	5.6%	6.6%
Complex Care	1.7%	2.6%	1.1%	0.3%
Other Managed Care	18.6%	12.9%	18.0%	16.2%
Medicare	5.1%	4.8%	5.7%	6.0%
Medi-Cal	63.3%	70.2%	66.5%	67.7%
Hospice/Respite	3.7%	3.2%	3.1%	3.1%
<b>Total - Consolidated</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

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## ADDITIONAL FINANCIAL CONSIDERATIONS

This section highlights certain opportunities, programs, charges, and accounting practices that are unique to the Portfolio and its current operating structure. A new operator may find costs discussed herein to be redundant or may have alternative service providers and is urged to apply its own operating cost structure when evaluating the opportunity.

### PPD

**PPD**, or **Per Patient Day**, is calculated by dividing each revenue and expense line item by the number of patient days in that period. Patient days represent the number of patient beds occupied each day in a period.

### COVID Revenues and Expenses

The FY 2020 and 2021 financials were adjusted to remove COVID related revenues and expenses. COVID Revenues represent Provider Relief Funds received by Eskaton Properties, Inc. and allocated to each property. COVID Expenses include health care emergency expenses related to personnel costs, benefits costs, operations, supplies, and equipment.

### Treatment of Management Fees

The financials have been adjusted to assume a 5% management fee on each property. A prospective purchaser should reach their own conclusions regarding management fee assumptions.

### Property Taxes

The Seller is a not-for-profit entity so the Portfolio does not pay market rate property taxes. As such, the Portfolio's records may not properly reflect the real estate taxes a new for-profit purchaser may experience. A prospective purchaser should reach their own conclusions regarding property tax estimates.





## VII. OTHER CONSIDERATIONS







EXECUTIVE SUMMARY

KEY CONSIDERATIONS

FAIR OAKS

GREENHAVEN

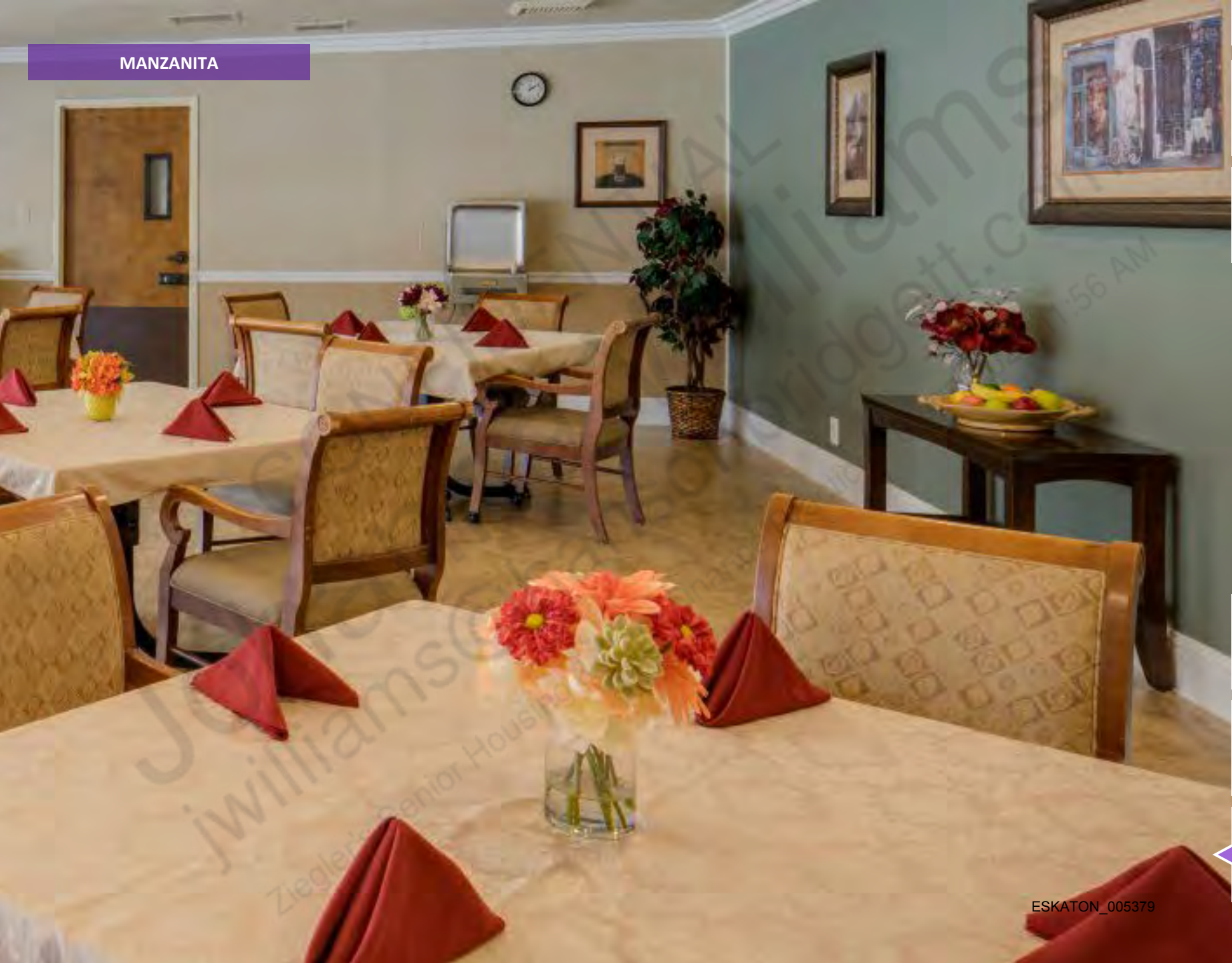
MANZANITA

MARKET ANALYSIS

FINANCIAL SUMMARY

OTHER CONSIDERATIONS

MANZANITA



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# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

Skilled nursing facilities in California are licensed by the California Department of Public Health's (CDPH), Certificates and Licenses Division. The Department of Health Care Services (DHCS) administers the state's Medi-Cal reimbursement system. California's Medi-Cal program is a cost-based, facility-specific reimbursement system. Medi-Cal reimburses nursing facilities for improved wages and staffing based on the actual cost of care derived from the facility's cost reports.

## Medi-Cal Rate Calculation System

A nursing facility's per diem reimbursement rate is the sum of its six cost components:

- 1. Labor** – includes direct resident care labor and indirect resident care labor. Direct care labor includes wages associated with routine nursing, social services, activities and other direct care personnel. Indirect care labor includes wages associated with staff supporting the delivery of patient care including housekeeping, laundry/linen, dietary, medical records, in-service education, and plant operations.
- 2. Indirect Care Non-Labor** – includes the non-labor costs related to services supporting the delivery of resident care.
- 3. Administrative** – includes allowable administrative and general expenses of operating the facility, including a facility's allocated expenditures related to allowable home office costs. This component also includes allowable property insurance costs and excludes expenditures associated with caregiver training, facility license fees, and medical records. However, legal and consulting costs for cases not found in favor of facilities are not considered allowable expenses.
- 4. Capital** – based on a fair rental value system (FRVS), which reimburses a facility's property costs. The FRVS is used in lieu of actual cost and/or lease payments on land, buildings, fixed equipment, and major moveable equipment used in providing resident care.
- 5. Direct Pass-Through** – comprised of Medi-Cal's proportional costs for property taxes, facility license fees, liability insurance projected on the prior year's costs, caregiver training, and new state or federal mandates.
- 6. Professional Liability Insurance** – includes professional liability insurance costs.

# CALIFORNIA SKILLED NURSING REGULATORY OVERVIEW

## Quality Assurance Fee (QAF)

California utilizes a QAF to obtain additional reimbursement for, and to support quality improvement efforts in, licensed skilled nursing facilities. The QAF was established under the Medicaid Long-Term Care Reimbursement Act, Assembly Bill 1629 (AB 1629). The DHCS possesses two different QAF rates: (1) a rate for nursing facilities with  $\geq 100,000$  total resident days and (2) a rate for nursing facilities with  $< 100,000$  total resident days. The DHCS calculates the total QAF charge by multiplying the appropriate assessment fee by the total resident days. The QAF was reauthorized by the California Legislature until July 31, 2015. As part of AB 1629, the QAF was extended for five additional years. An Assembly Bill (ABx4 5) adopted under California's 2009 State Budget in July 2009 expanded the QAF calculation to include Medicare revenue. The resulting revenue is not passed through to the Medi-Cal reimbursement rate. The table below details the per diem QAF from 2018-2022:

Rate Year	Less Than 100,000 Bed Days	More Than 100,000 Bed Days
2018-19 (Aug-Jul)	\$15.72	\$14.46
2019-20 (Aug-Jul)	\$15.68	\$14.80
2020 (Aug-Dec)	\$15.68	\$14.80
2021 (Jan-Dec)	\$15.19	\$14.54
2022 (Jan-Dec)	\$16.96	\$16.08

The QAF is paid by each provider on a monthly basis to the DHCS for deposit into the state treasury. For each facility assessed, the QAF is reimbursed for the Medi-Cal portion of its fee (the per diem rate assigned to the facility multiplied by Medi-Cal patient days).

## COVID-19 Adjustment

Due to the Coronavirus disease (COVID-19) outbreak, a Public Health Emergency (PHE) was declared for the United States on January 31, 2020, and a national emergency was declared under the Stafford Act on March 13, 2020. In response to the COVID-19 outbreak, the Department will temporarily provide an additional 10% reimbursement for LTC per diem rates. The Department received federal approval of State Plan Amendment (SPA) 20-0024, effective March 1, 2020, which authorizes temporary additional reimbursement for eligible LTC facilities during the emergency period related to the COVID-19 outbreak. Effective August 1, 2022, the COVID-19 increased amounts will remain unchanged and will be added to the per diem rates that are effective August 1, 2022.

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# EMPLOYEES AND LABOR

The table below summarizes FTEs and annualized wages by position at each community. There is currently no union presence at the Communities.

Average Wage by Position	Fair Oaks				Greenhaven				Manzanita			
	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual	2021 FTEs	2021 Annual	2022 FTEs	2022 Annual
Executive Director	1	\$ 215,000	1	\$ 245,000	1	\$ 234,000	1	\$ 217,000	1	\$ 193,000	0.9	\$ 196,000
Director of Nursing	1	\$ 192,000	1	\$ 198,000	1	\$ 175,000	1	\$ 180,000	0.9	\$ 124,000	1	\$ 137,000
Rehabilitation	1	\$ 172,000	1	\$ 181,000	1	\$ 156,000	1	\$ 153,000	1	\$ 130,000	1	\$ 115,000
Speech Language Pathology	1.1	\$ 102,000	1	\$ 129,000	1	\$ 116,000	1.3	\$ 117,000	0.5	\$ 114,000	0.7	\$ 110,000
Occupational Therapy	9.6	\$ 104,000	8.3	\$ 106,000	4.1	\$ 102,000	4.1	\$ 105,000	2.2	\$ 98,000	2.8	\$ 98,000
Registered Nurse	12.6	\$ 105,000	11.9	\$ 110,000	9	\$ 92,000	5.4	\$ 107,000	9.4	\$ 105,000	9.5	\$ 114,000
Physical Therapy	9.9	\$ 71,000	9	\$ 71,000	8	\$ 84,000	7.9	\$ 87,000	5.7	\$ 94,000	5	\$ 95,000
Licensed Vocational Nurse	24	\$ 81,000	20.5	\$ 88,000	24.6	\$ 76,000	21.3	\$ 87,000	19.9	\$ 81,000	18.1	\$ 89,000
Environmental Services	0.9	\$ 69,000	0.6	\$ 70,000	1	\$ 70,000	0.9	\$ 70,000	1	\$ 76,000	1	-
Dietary and Nutrition	7.9	\$ 53,000	6.9	\$ 56,000	9.9	\$ 50,000	9.7	\$ 55,000	6.2	\$ 42,000	4.9	\$ 43,000
Administrative Staff	19.9	\$ 40,000	18.6	\$ 43,000	18.2	\$ 45,000	16.7	\$ 49,000	14.2	\$ 43,000	14	\$ 45,000
Certified Nurse Assistant	44.8	\$ 42,000	47.1	\$ 50,000	51.4	\$ 39,000	48	\$ 48,000	25.1	\$ 42,000	26.2	\$ 50,000
Housekeeping	10	\$ 34,000	9.7	\$ 35,000	10.8	\$ 38,000	11.1	\$ 40,000	10.7	\$ 34,000	10.7	\$ 38,000
Food and Dining	6.6	\$ 41,000	7.5	\$ 44,000	2.7	\$ 36,000	2.8	\$ 41,000	4.7	\$ 48,000	6.3	\$ 38,000
Social Services	1	\$ 75,000	1	\$ 76,000	1	\$ 36,000	0.9	\$ 43,000	1.5	\$ 70,000	1.5	\$ 74,000
Nursing Assistant NATP	1.7	\$ 32,000	4.3	\$ 35,000	0.4	\$ 31,000	3.9	\$ 35,000	3.5	\$ 31,000	5.7	-
<b>Approximate FTEs</b>	<b>153</b>		<b>149.4</b>		<b>145.1</b>		<b>137</b>		<b>107.5</b>		<b>109.3</b>	
<b>Approximate FTEs x Wage (rounded)</b>		<b>\$ 1,428,000</b>		<b>\$ 1,537,000</b>		<b>\$ 1,380,000</b>		<b>\$ 1,434,000</b>		<b>\$ 1,325,000</b>		<b>\$ 1,242,000</b>

Note: Annual wages assume a 2,080 hour work-year. Actual hours may vary by position. Annual Wages rounded to nearest \$1,000.

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# CAPITAL EXPENDITURES 2019-2022

The table below summarizes Capital Expenditures at the Communities for fiscal years 2019-2021, and 2022 year to date. Recent improvements include New HVAC in resident rooms at Fair Oaks; a sewer line replacement, new commercial dishwasher, and new resident doors at Greenhaven; and a repaired flat roof with a new overlay at Manzanita.

FY 2019	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 114,425	\$ -	\$ -	\$ 7,946	\$ 149,153	\$ 8,233	\$ 25,483	\$ 10,765	\$ 316,004
Greenhaven	\$ 162,926	\$ -	\$ -	\$ 3,175	\$ 25,779	\$ -	\$ 20,760	\$ 16,370	\$ 229,010
Manzanita	\$ 19,991	\$ 6,146	\$ -	\$ -	\$ 10,395	\$ -	\$ 103,185	\$ -	\$ 139,717
<b>Subtotal</b>	<b>\$ 297,342</b>	<b>\$ 6,146</b>	<b>\$ -</b>	<b>\$ 11,121</b>	<b>\$ 185,327</b>	<b>\$ 8,233</b>	<b>\$ 149,428</b>	<b>\$ 27,135</b>	<b>\$ 684,731</b>

FY 2020	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 321,859	\$ 16,191	\$ 7,591	\$ -	\$ -	\$ -	\$ 22,546	\$ -	\$ 368,188
Greenhaven	\$ 71,495	\$ 30,549	\$ -	\$ -	\$ 92,941	\$ 25,195	\$ 57,102	\$ -	\$ 277,281
Manzanita	\$ 148,586	\$ 11,561	\$ -	\$ -	\$ 7,263	\$ -	\$ 23,801	\$ -	\$ 191,210
<b>Subtotal</b>	<b>\$ 541,939</b>	<b>\$ 58,301</b>	<b>\$ 7,591</b>	<b>\$ -</b>	<b>\$ 100,203</b>	<b>\$ 25,195</b>	<b>\$ 103,449</b>	<b>\$ -</b>	<b>\$ 836,678</b>

FY 2021	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 95,316	\$ 8,814	\$ 8,580	\$ -	\$ 39,192	\$ -	\$ 8,659	\$ -	\$ 160,561
Greenhaven	\$ 70,595	\$ 28,054	\$ -	\$ 10,350	\$ 39,520	\$ 6,250	\$ 64,657	\$ 8,814	\$ 228,239
Manzanita	\$ 101,177	\$ 5,564	\$ -	\$ -	\$ 20,529	\$ -	\$ 18,699	\$ -	\$ 145,970
<b>Subtotal</b>	<b>\$ 267,089</b>	<b>\$ 42,431</b>	<b>\$ 8,580</b>	<b>\$ 10,350</b>	<b>\$ 99,242</b>	<b>\$ 6,250</b>	<b>\$ 92,015</b>	<b>\$ 8,814</b>	<b>\$ 534,771</b>

YTD 9/30/2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 342,484	\$ -	\$ -	\$ -	\$ 43,523	\$ 41,824	\$ 57,968	\$ 1,346	\$ 487,144
Greenhaven	\$ 21,988	\$ 8,281	\$ 9,177	\$ -	\$ 56,432	\$ -	\$ 174,063	\$ -	\$ 269,941
Manzanita	\$ -	\$ -	\$ -	\$ -	\$ 6,402	\$ -	\$ -	\$ -	\$ 6,402
<b>Subtotal</b>	<b>\$ 364,472</b>	<b>\$ 8,281</b>	<b>\$ 9,177</b>	<b>\$ -</b>	<b>\$ 106,357</b>	<b>\$ 41,824</b>	<b>\$ 232,030</b>	<b>\$ 1,346</b>	<b>\$ 763,487</b>

2019-2022	Building Improvements	Computer Equipment	General Equipment	Land Improvements	Office Equipment	Parking Lot Improvements	Professional Equipment	Software	Total
Fair Oaks	\$ 874,085	\$ 25,004	\$ 16,171	\$ 7,946	\$ 231,867	\$ 50,057	\$ 114,656	\$ 12,111	\$ 1,331,897
Greenhaven	\$ 327,004	\$ 66,884	\$ 9,177	\$ 13,525	\$ 214,672	\$ 31,445	\$ 316,582	\$ 25,183	\$ 1,004,471
Manzanita	\$ 269,753	\$ 23,271	\$ -	\$ -	\$ 44,589	\$ -	\$ 145,685	\$ -	\$ 483,299
<b>Total</b>	<b>\$ 1,470,842</b>	<b>\$ 115,159</b>	<b>\$ 25,348</b>	<b>\$ 21,471</b>	<b>\$ 491,129</b>	<b>\$ 81,502</b>	<b>\$ 576,923</b>	<b>\$ 57,294</b>	<b>\$ 2,819,667</b>



## TRANSACTION CONTACTS

### **Dan Revie**

*Managing Director*

Office: 414-978-6556

Mobile: 312-307-5795

[drevie@ziegler.com](mailto:drevie@ziegler.com)



### **Patrick Mallen**

*Senior Vice President*

Office: 301-828-1076

Mobile: 301-448-7111

[pmallen@ziegler.com](mailto:pmallen@ziegler.com)



### **Melanie Shaffer**

*Analyst*

Office: 301-828-1068

Mobile: 703-657-9794

[mshaffer@ziegler.com](mailto:mshaffer@ziegler.com)



**SECTION 999.5(d)(11)(E)**

**8) Signed letter of intent between IEP and Eskaton dated February 9, 2023.**





February 9, 2023

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio – California**

Dear Mr. Revie:

International Equity Partners, Inc. (“IEP” or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”), and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.





### Operator Background:

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics; and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$35,640,000 (\$90,000 per bed,) paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") in Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,250,000 ("Additional Deposit") in Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. Notwithstanding the foregoing, the failure of the Transaction to occur due to a rejection, blocking, or unacceptable required conditions by the Attorney General of Buyer or New Operator shall result in liquidated damages to Seller of \$250,000 from the Earnest Money.
- d. At Closing, The Earnest Money will be net against the Purchase Price.

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.

**Due Diligence Requests:** Requested critical diligence below:



- Explanations as to the background and history of PLCIL insurance loss runs claims of:
  - 1005070
  - 1005350
  - 1005676
- In addition, any pending litigation not yet shown on any of the insurance loss runs (given its open status).
- Most recent Workers Comp Mod Rate
- Recent 5 years loss runs for Property Related Insurance

**Due Diligence Period:** Within 7 business days of the receipt of the Due Diligence Requests outlined above Buyer and New Operator will waive its Due Diligence solely with respect to operational aspects of the Transaction ("Operations Due Diligence Period").

Provided Buyer is provided access to perform third party investigation reports immediately upon the full execution of this LOI (i.e. PCNA, Phase 1, Survey, etc) Buyer will have thirty (30) days from the full execution of the Purchase Documents to waive its Due Diligence Period solely with respect to Environmental, Property Condition, and Zoning/Survey issues outlined by third party reports ("Third Party Due Diligence Period"). Together the Operations Due Diligence and Third Party Due Diligence Period comprise the Due Diligence Period.

**Closing:** Targeted to occur on or before July 1, 2023, provided all conditions to Closing have outlined in Transaction Documents have been met.

<b>Targeted Milestones:</b>	1/30/2023:	LOI Fully Executed (commence AG package)
	2/06/2023:	First Draft of Purchase Agreement Submitted
	2/17/2023:	Draft CHOW application submitted.
	3/01/2023:	Transaction Documents Signed & AG Package Submitted
	6/15/2023:	Full AG Approval
	6/30/2023:	Closing
	8/15/2023:	CHOW Approval

**Other Closing Conditions:**

The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- All necessary regulatory approvals required for transitioning the Facilities;
- No open survey tags higher than "G" nor any ongoing admissions ban, excepting any temporary admissions ban related to a current outbreak of COVID-19 or other infectious disease;
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval
- Subject to Eskaton Board approval

**Operations Transfer:** Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement ("MOTA"). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its



licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTAs shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and Medicaid Provider Agreement numbers which are "tied into" the new licenses. Buyer and/or its designees shall bear all expenses of operation during the terms of the MOTAs and retain any and all revenue accruing during this period.

In the event a CHOW is required prior to transition, Seller shall allow New Operator to utilize its Medicare and Medi-Cal provider numbers for billing until the numbers are tied into the new licenses. In such event, New Operator shall defend, indemnify, and hold harmless Seller from and against any legal or regulatory claims or causes of action which may arise from New Operator's use of Seller's provider numbers.

**Contracts**

Within 7 days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable in a timely basis.

**Confidentiality:**

Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources ("Confidential Third Parties") in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Employees:**

Operator guarantees to hire substantially all Seller's facility-based employees.

**Exclusivity:**

Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the earlier of expiration of the Due Diligence Period or when the Buyer indicates they are no longer pursuing the transaction.

**Buyer Contact Information:**

Name	Company	Email	Role
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@lepcorp.com">Abe@lepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@lepcorp.com">Alex@lepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:jack@expressh.com">jack@expressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcl.com">rholland@whiteoakhcl.com</a>	Financing

We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

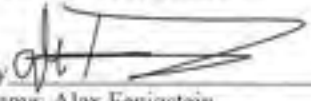
**SIGNATURES TO FOLLOW ON THE NEXT PAGE**



INTERNATIONAL  
EQUITY PARTNERS INC.

**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

By   
Name: Alex Fenigstein  
Title: Vice President  
Date: 2/09/2023

ACKNOWLEDGED AND CONFIRMED THIS 10<sup>th</sup> DAY OF Feb., 2023

**On Behalf of Seller:**

By   
Name: Sheri Peiler  
Title: President, Eskaton  
Date: 2/10/2023



Exhibit A

**Eskaton Care Center Fair Oaks**  
11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**  
455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**  
5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds

**SECTION 999.5(d)(11)(E)**

**9) Final letter of intent from IEP dated January 27, 2023.**



January 27, 2023

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio - California**

Dear Mr. Revie

International Equity Partners, Inc (“IEP or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”, and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Except for the aforesaid binding provisions, neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.

**Operator Background:**

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics, and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$35,640,000 (\$90,000 per bed) , paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") to Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,250,000 ("Additional Deposit) to Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. Notwithstanding the foregoing, the failure of the Transaction to occur due to a rejection or blocking by the Attorney General of Buyer or New Operator shall result in liquidated damages to Seller of \$250,000 from the Earnest Money.
- d. At Closing, The Earnest Money will be net against the Purchase Price

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.

**Due Diligence Requests:** Requested critical diligence below:



- Explanations as to the background and history of PLGL insurance loss run claims of:
  - 1005070
  - 1005350
  - 1005676
- In addition, any pending litigation not yet shown on any of the insurance loss runs given its open status.
- Most recent Workers Comp Mod Rate
- Recent 5 years loss runs for Property Related Insurance

**Due Diligence Period:** Within 7 business days of the receipt of the Due Diligence Requests outlined above, Buyer and New Operator will waive its Due Diligence solely with respect to operational aspects of the Transaction (“Operations Due Diligence Period”).

Provided Buyer is provided access to perform third party investigation reports immediately upon the full execution of this LOI (i.e. PCNA, Phase 1, Survey, etc) Buyer will have a thirty (30) days from the full execution of the Purchase Documents to waive its Due Diligence Period solely with respect to Environmental, Property Condition, and Zoning/Survey issues outlined by third party reports (“Third Party Due Diligence Period”). Together the Operations Due Diligence-Party Due Diligence Period comprise the Due Diligence Period.

**Closing:** Targeted to occur on or before July 1, 2023, provided all conditions to Closing have outlined in Transaction Documents have been met.

<b>Targeted Milestones:</b>	1/30/2023:	LOI Fully Executed (commence AG package)
	2/06/2023	First Draft of Purchase Agreement Submitted
	2/17/2023:	Draft CHOW application submitted.
	3/01/2023:	Transaction Documents Signed & AG Package Submitted
	6/15/2023	Full AG Approval
	7/1/2023	Closing
	8/15/2023:	CHOW Approval

#### **Other Closing**

##### **Conditions:**

The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- All necessary regulatory approvals required for transitioning the Facilities.
- No open survey tags higher than “G” nor any ongoing admissions ban.
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval

##### **Operations Transfer:**

Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement (“MOTA”). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTA shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and



Medicaid Provider Agreement numbers which are “tied into” the new licenses. Buyer and/or its designees shall bear all expenses of operation during the term of the MOTAs and retain any and all revenue accruing during this period.

In the event a CHOW is required prior to transition, Seller shall allow New Operator to utilize its Medicare and Medi-Cal provider numbers for billing until the numbers are tied into the new licenses.

**Contracts** Within 7 days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable in a timely basis.

**Confidentiality:** Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources (“Confidential Third Parties”) in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Exclusivity:** Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the expiration of the Due Diligence Period.

**Buyer Contact Information:**

<b>Name</b>	<b>Company</b>	<b>Email</b>	<b>Role</b>
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@Iepcorp.com">Abe@Iepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@Iepcorp.com">Alex@Iepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:Jack@cypressh.com">Jack@cypressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcf.com">rholland@whiteoakhcf.com</a>	Financing


We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

**SIGNATURES TO FOLLOW ON THE NEXT PAGE**



**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

By  \_\_\_\_\_

Name: Alex Fenigstein  
Title: Vice President  
Date: 1/27/2023

ACKNOWLEDGED AND CONFIRMED THIS \_\_\_\_ DAY OF \_\_\_\_ . 2023

**On Behalf of Seller:**

By \_\_\_\_\_

Name:  
Title:  
Date:

**Exhibit A**

**Eskaton Care Center Fair Oaks**

11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**

455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**

5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds

**SECTION 999.5(d)(11)(E)**

**10) Letter from Cypress dated January 23, 2023.**



January 23, 20203

To Whom It May Concern:

Cypress Healthcare Group recently went through the Attorney General approval process in acquiring three skilled nursing facilities. The Attorney General's office views Cypress in a very favorable light. In the early stages of the approval process the AG initially determined there would be a staffing mandate that would require the new operator to staff at the levels of the prior ownership group for an extended period of time, thus leading to the financial hardships of the facilities to continue.

Upon attending town hall meetings with the Cypress team at the new SNF locations, the AG office removed those mandates and decided to impose zero monitoring or reporting requirements due to the research they had learned firsthand regarding Cypress as an operator. The other SNF operator in this deal was not recused from the monitoring and reporting requirements. Having these requirements placed on an operator can significantly increase the length of time to close a deal as it produces back and forth negotiations with the Attorney General's office. Cypress is confident in our ability to make for a smooth transition process working with the Attorney General's office. For more information from someone who we worked closely with on our recent acquisitions with the AG please feel free to contact Pam Kaufmann at Hanson Bridgett. She can be reached at (415) 995-5043.

Sincerely,

Jack Sanofsky

Managing Partner

Cypress Healthcare Group

**SECTION 999.5(d)(11)(E)**

**11) Copy of presentation given by Cypress and IEP regarding their offer dated January 4, 2023.**



INTERNATIONAL  
EQUITY PARTNERS INC.

# Presentation to Eskaton Properties

January 4, 2023

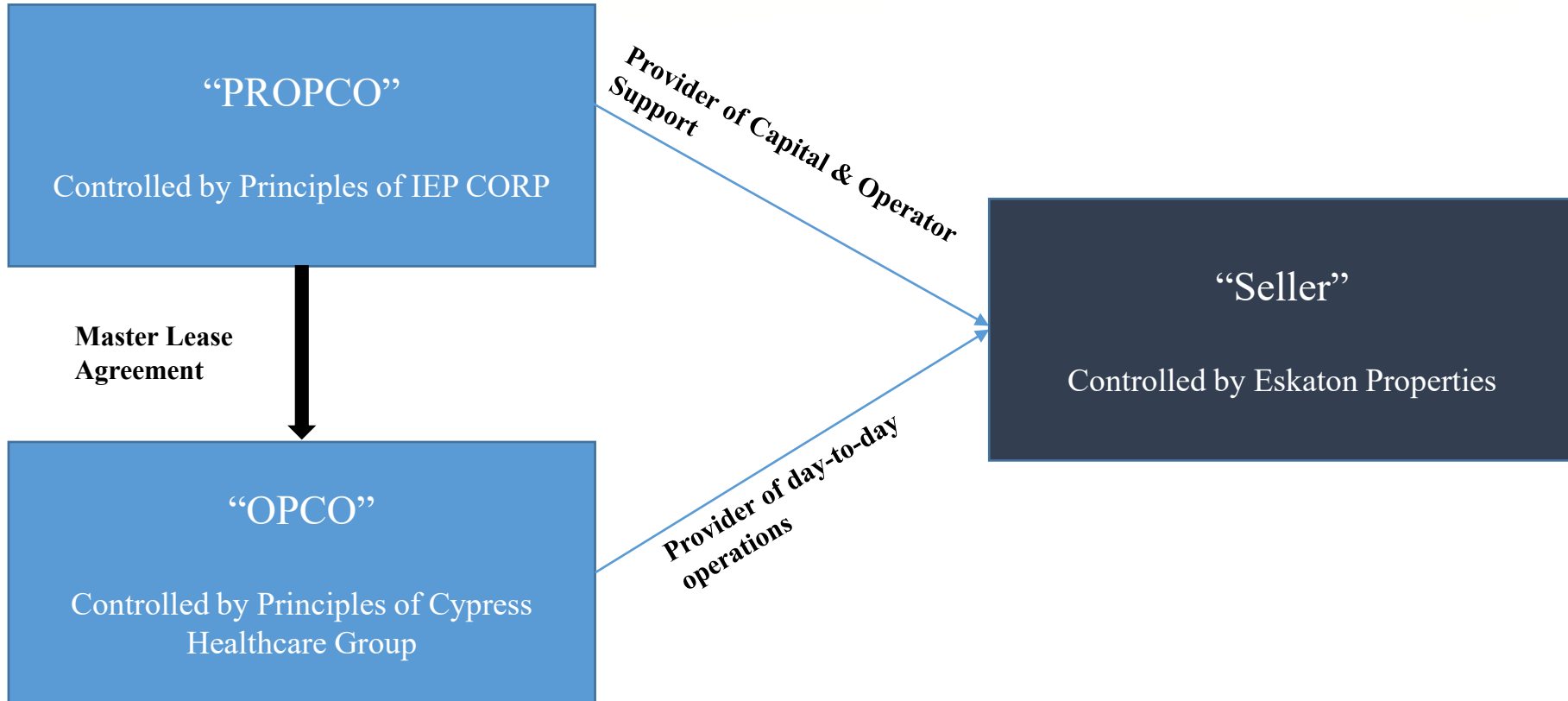


**Cypress Healthcare Group, LLC**



# Proposed Structure

## Buyer



# Company Background – IEP Corp

## International Equity Partners (“IEP”)

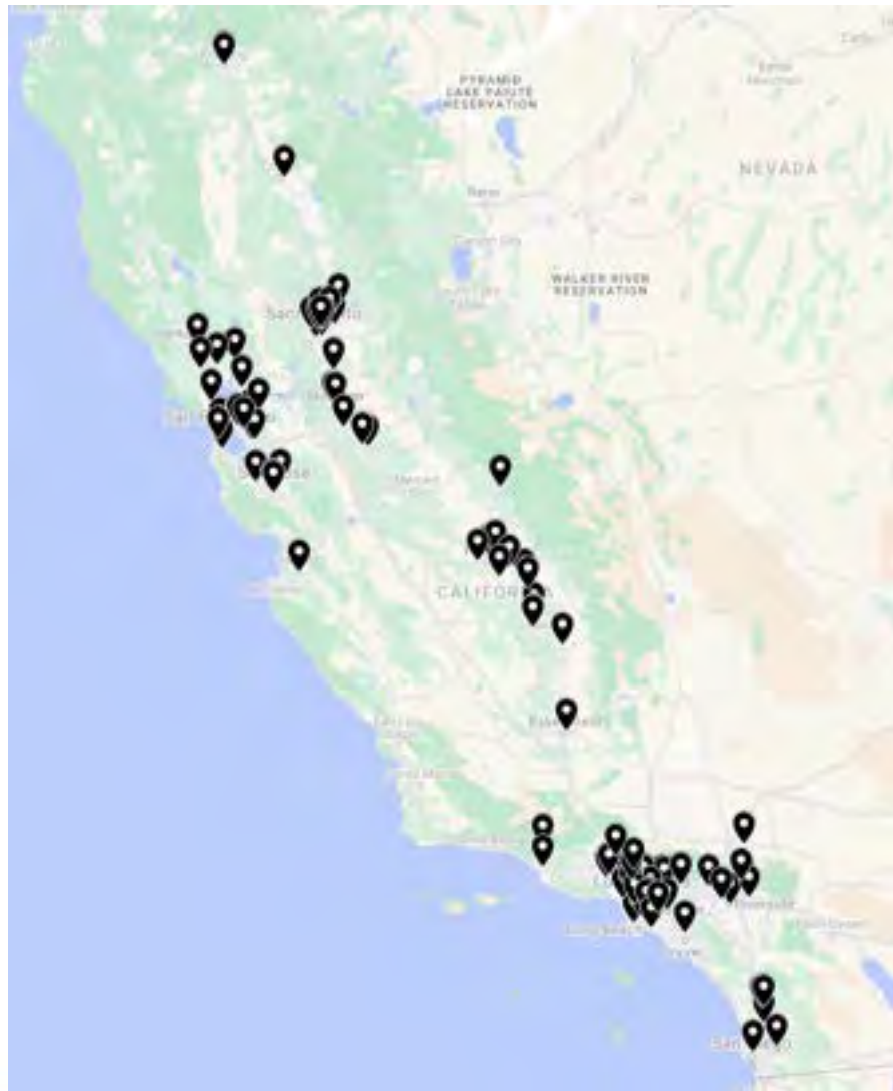
- Los Angeles based private investment company founded in 2005 by Abe Bak and Michael Gastwirth.
- 100% overseen and capitalized by Abe and Michael – no outside investors, boards, or other outside influence
- One of the most active buyers of health care facilities in California, operating and controlling a portfolio of over 100 health care facilities comprised of nearly 10,000 licensed beds.
- History of fluid decision-making and flexibility typically absent from large corporations or syndicated investment structures. This allows for accommodating frameworks that meets the disparate needs of Sellers. Successfully acquired facilities in various challenging situations, i.e.
  - Longtime generational family ownership with intra family disagreements and diverse specific post transition requirements
  - Non-Profits subject to Attorney General Requirements
  - Major portfolio sales from large publicly and privately traded companies with rigid and inflexible processes
  - Insolvent facilities with long lists of creditor claims and challenging multi-party workouts
  - Other time of the essence closings with varying levels of facility distress
- Platform for both Real Estate and Operations:
  - Affiliates directly operate 14 health care facilities in Southern California
  - Aligns with best-in-class operators for facilities outside the IEP operational footprint. Partner operators represent the ideal fit for both the facility and the region and have a defined business plan with a measurable level of historical success.
- Supported by a strong internal asset management team composed of departments handling acquisitions/underwriting, financing, accounting/treasury, and billing.

# Company Background – Cypress Healthcare Group

## **Cypress Healthcare Group, LLC**

- Skilled nursing facility management company based in Sacramento that was formed in 2019 by Matt Jackson, Robert Jackson, and Jack Sanofsky.
- 100% overseen and capitalized by the founders– no outside investors, boards, or other outside influence.
- Ownership has 25 years of aggregated operating experience specifically in the Sacramento Region.
- Prior work experience as high levels administrators and regional directors of operations for both nursing facilities and hospitals.
- Currently operates 6 skilled nursing facilities in Sacramento – comprised of roughly 500 licensed beds.
- Mandate to grow selectively only within the Sacramento Region. Facilities are within 30 miles of each other Team is supported by a Sacramento based back office and other resources including:
  - CFO and Finance Executives
  - Director of Operations
  - Clinical Nursing Consultants
  - Revenue Cycle Team
- Regional facilities support each other through sharing of staff, supplies, and ideas
- In final process of transitioning 3 Sacramento Region non-profit facilities (176 beds) from Retirement Housing Foundation. Attorney General review is in process and is anticipated to conclude in January 2023.
- Well positioned geographically, financially, and with a strong corporate office to transition and achieve success with the Eskaton facilities

# Buyer Statewide Footprint



## Portfolio Metrics:

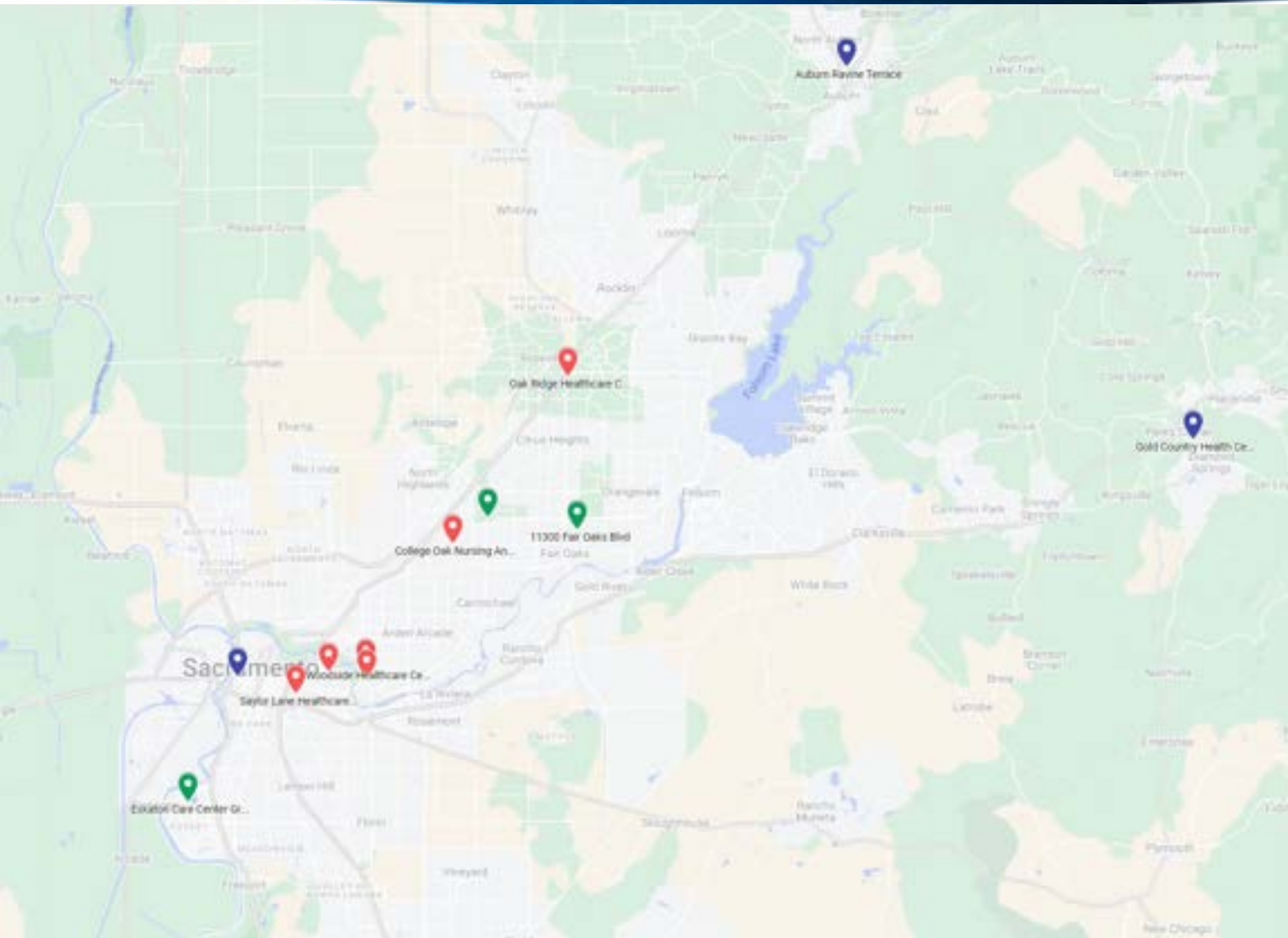
112 Total Facilities

10,471 Licensed Beds Primarily in CA

- Alameda County: 277 Beds
- Butte County: 144 Beds
- Contra Costa County: 100 Beds
- Fresno County: 441 Beds
- Kern County: 99 Beds
- Los Angeles County: 2,980 Beds
- Madera County: 66 Beds
- Marin County: 168 Beds
- Monterey County: 51 Beds
- Napa County: 120 Beds
- Orange County: 99 Beds
- Riverside County: 121 Beds
- **Sacramento County: 1,404 Beds**
- San Bernardino County: 500 Beds
- San Diego County: 828 Beds
- San Francisco County: 145 Beds
- San Joaquin County: 297 Beds
- San Mateo County: 45 Beds
- Santa Clara County: 490 Beds
- Shasta County: 204 Beds
- Solano County: 125 Beds
- Sonoma County: 281 Beds
- Stanislaus County: 274 Beds
- Tulare County: 575 Beds
- Ventura County: 145 Beds
- **Yolo County: 99 Beds**
- Out of State: 321 Beds

**Over 1,500 licensed beds in the Sacramento Region**

# Cypress Healthcare Group, LLC – Regional Footprint



## Key

**Pink Pins:**  
Existing Operations

**Blue Pins:**  
Future Operations

**Green Pins:**  
Subject Facilities

**Roughly 670**  
**existing and future**  
**licensed beds in the**  
**Sacramento Region**

# Approach to Care

## **Cypress: Approach to Quality of Care and Operating Track Record**

Cypress Healthcare continues to provide and improve quality care in each of its facilities by expecting extraordinary results, establishing a vision of quality, developing high standards of performance, providing the necessary resources to staff (training, expectations, systems, procedures) and attracting and retaining superior talent. Leveraging the best clinical leaders in the industry, we utilize a structured approach of constant quality improvement to drive better results in our facilities for our residents. Monitoring, measuring and quantifying the care provided and results of that care allow us to analyze our efforts and outcomes and implement/adjust systems where needed to ensure the best outcomes and constant improvement.

# Cypress Healthcare Group, LLC: Operating Philosophy

Our Operating Philosophy is to: Expect extraordinary results, Establish a vision of Quality, Develop high standards of performance, Provide the necessary resources (training, expectations, systems, procedures), Attract and retain superior talent and lead through service.

Over the last three years we have established ourselves as leaders in post-acute care with:

- Very High Patient Satisfaction
- Very High Employee Satisfaction
- Very Low Employee Turnover
- Very High Employee Safety Record
- Very High Family Satisfaction
- Very High Physician Satisfaction
- Very High Recognition by all Partner Hospitals

**Highlights:**

- **4.50 average of 5 Star Quality Measures**
- **Re-hospitalization rate: 13% (22% CA Avg)**
- **Hospitalizations per 1,000 days: 0.98 (1.61 CA Avg)**
- **Outstanding annual survey results**

FACILITY PROFILES	Beds	Current			Upon Acquisition	
		Overall CMS Stars	Quality Measures	Annual Admissions	Overall 2019	Annual Admissions
Oak Ridge Healthcare Center	67	4	4	401	3	248
College Oak Nursing and Rehab	120	5	4	369	4	213
Woodside Healthcare Center	59	5	5	363	2	211
Saylor Lane Healthcare Center	42	3	5	370	2	194
Sherwood Healthcare Center	62	4	4	406	2	267
Asbury Park Nursing and Rehab Center	135	3	5	619	1	425
<b>CYPRESS HEALTHCARE GROUP</b>	<b>485</b>	<b>4.00</b>	<b>4.50</b>	<b>2528</b>	<b>2.33</b>	<b>1558</b>



# Attorney General Experience

## Cypress AG Experience:

Currently working with the Attorney General for approval on the below Sacramento region facilities. The process commenced in September 2022 and is estimated to conclude by January 23, 2023. The AG views the Cypress team positively and has “pulled back” initially desired conditions based on comfort with the Cypress successful operating platform. Transition of the below facilities is slated to occur within the next 60 days.

Facility Name	Address	City	Beds	Current Ownership
Gold Country Health Center	4301 Golden Center Drive	Placerville	68	Retirement Housing Foundation
Auburn Ravine Terrace	750 Auburn Ravine Road	Auburn	59	Retirement Housing Foundation
Pioneer House	415 P Street	Sacramento	49	Retirement Housing Foundation

The AG office initially imposed strict monitoring and reporting requirements on the three Cypress acquisition facilities. However, after working with Cypress and attending the community town hall meetings, the AG removed all monitoring and reporting requirements, despite keeping those in place for a different nursing home operator transitioning a 4<sup>th</sup> facility from the same seller. Based upon AG comments and counsel feedback, it has been a very smooth and seamless process for Cypress Health Group, creating a “halo effect” that will positively influence future collaboration between Cypress and the AG.

## IEP AG Experience:

Successfully obtained Attorney General Approval to acquire the underlying real property of Apple Valley Christian Care Center, a 99- bed skilled nursing facility in Apple Valley, CA.



# July 2023 CHOW Considerations

## Issue:

- New CHOW Rules dictate that effective July 1, 2023, skilled nursing facilities will no longer be able to transition facilities under interim management structures. The State must approve a Change of Ownership (“CHOW”) application prior to any transition.
- Historically, the California licensing department is taking between 6 – 9 months to process CHOW applications. Furthermore, the state has become more diligent in reviewing the qualifications and history of nursing home operators due to recent media scrutiny and high-profile lawsuits.
- It is critical to have a plan to effectuate a transition within a desired time frame and avoid:
  - Waiting an extended period of time for the CHOW approval
  - Risk a denial of new license for the new operator

## Mitigants:

- Based on the Cypress/IEP attorney general experience, it is anticipated that the AG approval process will be abbreviated. Therefore, it is likely that a transition can occur prior to the July 1, 2023 time frame, negating the need for a CHOW process first.
  - Cypress and IEP have familiarity with the forms and information required by the AG and can turn the requisite information over within 48 hours of request.
  - Cypress is recently and fully vetted by the AG with a very positive impression. It is anticipated that the AG will spend little additional time on requirements and diligence on Cypress.
  - IEP has previously completed the AG approval process for the acquisition of non-profit real estate.
- As a “backup”, plan Cypress can file a CHOW application now, with certain information to be provided later. By pre-emptively filing the CHOW, approval is possible on or around July 1, 2023 mitigating an otherwise lengthy waiting period.
- Both IEP and Cypress have empirical history of recent CHOW approvals by the state, with both parties held in high regard by the State of California. To date, all CHOW applications by Cypress and IEP have been approved, with many as recent as 2019-2022.

# CHOW Approvals Experience

## Cypress Recent CHOW Approvals:

Facility Name	Address	City	Beds	Approval Date
Oak Ridge Healthcare Center	310 Oak Ridge Drive	Roseville	67	12/19/2019
Woodside Healthcare Center	2240 Northrop Avenue	Sacramento	58	11/17/2019
College Oak Nursing And Rehabilitation Center	4635 College Oak Drive	Sacramento	120	11/17/2019
Saylor Lane Healthcare Center	3500 Folsom Boulevard	Sacramento	42	6/2/2020
Asbury Park Nursing And Rehabilitation Center	2257 Fair Oaks Boulevard	Sacramento	139	6/2/2020
Sherwood Healthcare Center	4700 Elvas Avenue	Sacramento	62	7/3/2020

## IEPs Recent CHOW Approvals

Facility Name	Address	City	Beds	Approval Date
Glendora Canyon TCU	401 W. Ada Avenue	Glendora	120	5/4/2018
Arcadia Health Care Center	1601 South Baldwin Avenue	Arcadia	117	3/27/2020
Beachside Post Acute	22520 Maple Avenue	Torrance	110	5/13/2020
Advanced Care of Tustin	2210 East First Street	Santa Ana	99	5/6/2014
Santa Monica Convalescent Center I	2828 West Pico Boulevard	Santa Monica	41	12/30/2021
Santa Monica Convalescent Center II	2250 - 29Th Street	Santa Monica	44	12/30/2021
Valley Village Care Center	13000 Victory Boulevard	North Hollywood	99	9/7/2021
Apple Valley Care Center	11959 Apple Valley Road	Apple Valley	99	5/13/2020
Leisure Glen Post Acute Care Center	330 Mission Road	Glendora	125	In Process
West Gardena Post Acute	16530 South Broadway	Gardena	50	5/13/2020
Beverly Hills Rehab Centre	580 S San Vicente Boulevard	Los Angeles	150	3/18/2022
Imperial Healthcare Center	11926 La Mirada Boulevard	La Mirada	99	9/22/2014
Baldwin Gardens Nursing Center	10786 Live Oak Avenue	Temple City	59	3/13/2020
Marlora Post Acute Rehabilitation Hospital	3801 East Anaheim Street	Long Beach	99	4/1/2022
Bloomfield West	3333 East Imperial Highway	Lynwood	59	4/14/2022

# Cypress Operating Vision

## **Long Term Vision: Sacramento Expertise**

We are a Sacramento based company with strong relationships with talent in the area, the local licensing office and community hospitals. Our vision is to utilize these relationships to provide the best quality outcomes to the residents of the Sacramento area for the next 20+ years.

## **Local & Regional Relationships**

Cypress Healthcare is viewed in the highest regard by our local and regional healthcare providers. Each of our six facilities is a partner of choice for their local hospitals. These hospitals include: Kaiser Roseville, Sutter Roseville, Mercy Folsom, Mercy San Juan, Mercy General, Sutter General, Kaiser Morse Ave, Kaiser South Sacramento, Methodist and UC Davis Medical Center. Additionally, we pilot many programs with our partner hospitals before they introduce them to all of their partners and have partnered with them on special skilled nursing programs/partnerships. We have great relationships with insurance groups and our facilities are contracted with every major HMO insurance (Kaiser, Anthem Blue Cross, Imperial, United Healthcare, etc.).

## **Services and Programs**

Our buildings specialize in but are not limited to: admission and treatment of patients with extensive wounds, admission and treatment of patients with active COVID-19, behavioral management, and rehab care. Based on our deep relationships in the market, assessment in real time will define the optimal program provisions at the facilities. Being 100% committed to the Sacramento region is a major strength for understanding and meeting the health care program needs in the region

# Access to Capital – IEP CORP

## Well Capitalized Platform with Substantial Liquidity & Available Credit Vehicles

- Corporate and Private Liquidity of \$25MM
- Access to Credit Lines of \$10MM
- Estimated Portfolio “Equity” of over \$250MM
- Deep Experience in Financing of “turnaround” facilities by relationship lenders
  - Capital Funding, White Oak HCP, Congressional Bank, Bank of Oklahoma, Signature Bank, etc
  - Approximately \$400MM in financing for primarily non-performing properties
  - Approximately \$215MM of “bridge” financing has been/or is approved for refinancing with long term FHA debt
  - Only 6 Facilities remain in “bridge” status and are near stabilized levels that would merit FHA refinancing
  - Remaining assets are financed with long term “local” bank loans
  - White Oak Health Care Partners (<https://whiteoaksf.com/industry-expertise/healthcare/>) interested in providing financing at 75-80% of cost/value
- Will seek bridge financing which is not required for closing. IEP will close all cash if necessary.

# Access to Capital – Cypress Healthcare Group, LLC

## **Low Leverage, Highly Liquid & Strong Cash Flow Positive Enterprise**

- Net Collectible Global Accounts Receivable of approximately \$20.2MM
- Total Current Liabilities of \$8MM
- Roughly \$800K in Pre-Paid Expenses
- \$0 in outside financing, UCC liens, and credit lines
- Anticipated \$10MM in ERC Tax Credits in the next 6 months – all related income taxes have been prepaid
- \$36MM in Retained Earnings since Founding (2019)
- Tracking \$12MM in Annual Net Income for 2022

# Due Diligence

## **Internal Conducted Diligence:**

- Financials
- Census
- Vendor & Managed Care Contracts
- Staffing Levels & Patterns
- Employee CBA
- Wages & Benefits
- Insurance Loss Runs
- Surveys and Compliance
- Existing & Threatened Litigation
- Unit Mix/Floor Plans
- Deferred Maintenance
- OSHPD /HCAI Exposure
- CARES Act Exposure
- QAF Balances

## **3<sup>rd</sup> Party Engineering:**

- Property Condition Reports
- Environmental Reports
- Seismic Reports
- Asbestos/Radon
- Zoning Report
- Land Survey

## **Legal Counsel**

- Title Review
- Searches/Liens

**Proposed time frame of 45 days to complete due diligence  
3<sup>rd</sup> Party Engineering Reports to require site visits**

# Valuation

Below is a representation of per bed sale prices for relevant transactions:

- Distressed/Value Add facilities
- Facilities Primarily in Sacramento and Surrounding Regions
- Since 2019

Facility Name	City	Year of Sale	Price	Beds	Price/bed	Note
City Creek Post Acute	Sacramento	2019	\$14,086,000	171	\$82,374	(1)
Riverpointe Post Acute	Sacramento	2019	\$10,640,000	112	\$95,000	(2)
Casa Coloma Health Care Center	Rancho Cordova	2022	\$13,000,000	138	\$94,203	(3)
Capital Transitional Care	Sacramento	2022	\$13,250,000	121	\$109,504	(4)
Gramercy Court	Sacramento	2016	\$15,935,000	185	\$86,135	(5)
Norwood Pines Alzheimers Center	Sacramento	2022	\$16,750,000	161	\$104,037	(6)
St. Jude Care Center	Manteca	2021	\$7,700,000	99	\$77,778	(7)
Los Banos Nursing And Rehabilitation Center	Los Banos	2021	\$4,500,000	59	\$76,271	(8)

## Note

- (1) Includes 72 units of AL. Roughly break-even at transition
- (2) Approximately Break Even at Closing
- (3) Averaging \$313K NOI per month over the last 4 months
- (4) Includes 24 bed subacute unit. Break-even Performance at transition
- (5) Includes 65 units of AL. 1980's Construction, spacious campus with desirable unit mix. Break-even at transition
- (6) \$500K in annual NOI at transition
- (7) Cost of Operations and Real Estate Option Strike Price. At transition, facility was losing approximately \$1MM per year
- (8) Losses of approximately \$500K per year

## Conclusion:

A range of \$75K per bed to \$109K per bed exists, depending on facility attributes and the level of distress. Based on the in-place losses, lower occupancy, and degree of “turnaround” at these facilities, offset by positives associated with the urban Sacramento location, favorable unit mix/layout, and volume of beds a per bed price of \$80,000 per bed was offered. This is supported by the recent pricing attributes outlined above.

**SECTION 999.5(d)(11)(E)**

**12) Initial letter of intent from IEP dated December 14, 2022.**





December 14, 2022

Dan Revie  
Zeigler – Managing Director

Via Email

**Re: Eskaton Portfolio - California**

Dear Mr. Revie

International Equity Partners, Inc (“IEP or “Buyer”) is pleased to submit the following non-binding letter of interest (“LOI”) for the acquisition of the skilled nursing facilities identified on Exhibit A (“the Facilities”, and each a Facility), from your client, Eskaton Properties (“Seller”).

Buyer, and or it’s designee(s) will acquire the real estate fee simple interests, furniture, fixtures, and equipment (“Real Property”) associated with the Facilities. Buyer’s assignees (“New Operators”) will acquire mutually agreed upon assets of the business operations (“Business Assets”) underlying the Facilities including the orderly transfer of the Business Assets pursuant to the Transaction Documents (defined below). Collectively, the acquisition of the Real Property and Business Assets of the Leased Facilities and Owned Facilities compose the “Transaction” herein contemplated in this LOI.

Except for the aforesaid binding provisions, neither party shall be bound until they have executed definitive agreements for the acquisition of the Real Property and the Business Assets of the Facilities, which definitive agreements shall be comprised of an Asset Purchase Agreement, an interim Management and Operations Transfer Agreement (“MOTA”), and such other ancillary agreements typically entered into in connection with the sale and transfer of skilled nursing facilities and their operations in the State of California (collectively, the “Transaction Documents”).

**Buyer Background:**

**International Equity Partners (“IEP”)**, a Los Angeles based private investment company, was founded in 2005 by Abe Bak and Michael Gastwirth. Since its founding, IEP has emerged as one of the largest owners and operators of long-term care facilities in California, operating and controlling a portfolio of approximately 100 health care facilities comprised of over 9,000 licensed beds. Together with its partners and affiliates, IEP’s holdings include in in excess of \$800 Million in assets primarily comprised of health care facilities and other commercial real estate.

Together Abe and Michael oversee all aspects of the investment cycle, ensuring a smooth process with certainty of execution. IEP is unique in its ability to do large scale transactions without outside investors or other existential control factors, allowing Abe and Michael to fluidly make key decisions. This structure has allowed IEP to have an adaptive flexibility in every transaction (an attribute non-existent with REITS and most syndicated buyer vehicles). Over the past several years, IEP has successfully worked through numerous challenges encompassing issues such as heavy losses, challenging licensure situations, confidentiality/discretion sensitivities, non-profit restrictions, collective bargaining/union issues, debt constraints, sellers unfamiliar with the process of transitioning nursing homes (and the accompanying licenses/provider agreements), tax deferred exchanges, and various other arising concerns. Most recently, IEP acquired 10 distressed health care facilities in California from a multigenerational family ownership group. Despite sharp operating losses, infighting between the different family stakeholders, and rising interest rates, IEP navigated the \$90MM transaction towards a successful closing that satisfied the disparate needs of all relevant stakeholders.

In particular IEP has successfully acquired skilled nursing facilities with non-profit status that required Attorney General Approval. In the recent past, IEP acquired Apple Valley Christian Care Center, a 99-bed nonprofit skilled nursing facility.



### **Operator Background:**

**Cypress Healthcare Group** is a skilled nursing facility management company that was formed in 2019. The three owners, Matt Jackson, Robert Jackson and Jack Sanofsky have a combined twenty-five plus years of experience operating skilled nursing facilities in the Sacramento, California region. Cypress currently owns the operations of six skilled nursing facilities in the Sacramento market, with 3 additional facilities in the area transitioning on February 1, 2023. Cypress's goal is to continue to grow within the Sacramento region; this is a function of its deep understanding of the local market dynamics, and the breadth of the local resources it brings to bear to drive both financial and clinical excellence.

All of Cypress ownership reside in in the Sacramento area and are actively involved in all day-to-day operating functions. In addition, Cypress is supported by a Sacramento based support services team comprised of a CFO, Director of Operations, two clinical nurse consultants and a Director of Accounts Receivable among others. With this team in place, Cypress is able to support the regional portfolio and ensure quality outcomes. All the Cypress facilities are within a 30-mile range of one another, facilitating a reinforced support system that shares resources, including staff, supplies and ideas that allow for sustained growth.

Cypress is intimately involved with the AG process for acquiring non-profit facilities; the 3 skilled nursing facilities transitioning on February 1, 2023, are non-profit facilities that are towards the end of the AG process; the precedence involved in this approval process heavily translates towards the anticipated process with the Eskaton Facilities. As a result, Cypress is uniquely positioned to navigate the forthcoming AG process with realistic expectations underpinned by highly relevant experience.

**Purchase Price:** \$31,680,000, paid in cash at closing, net of Earnest Money and mutually agreed upon assumed liabilities.

Buyer is pricing the Facilities based on market "per-bed" valuations that juxtaposes stabilized values against in-place operating fundamentals. An estimated band of \$70K – 100K per bed for "value add" opportunities in the Sacramento is appropriate depending on the magnitude of current distress. With regards to the Facilities, substantial operating losses exceeding \$10MM, together with 60% portfolio occupancy factor into the \$80K per bed proposed Price.

**Earnest Money:** Buyer's Earnest Money will be deposited as follows:

- a. Buyer shall Deposit \$500,000 ("Initial Deposit") to Escrow within five (5) business days of full execution of this LOI. The Initial Deposit shall be refundable through the end of the Due Diligence Period.
- b. Upon the expiration of the Due Diligence Period, and in conjunction with Buyer's express written intention to proceed, Buyer shall deposit an additional \$1,000,000 ("Additional Deposit") to Escrow, which, together with the Initial Deposit shall thereafter be non-refundable unless the transaction fails to close through Seller's default or of a failure of a condition to closing for the benefit of Buyer and New Operator. The Initial Deposit and Additional Deposit shall serve as Liquidated Damages should Buyer fail to close through no failure of Seller.
- c. At Closing, The Earnest Money will be net against the Purchase Price

**Funding Source:** Buyer, together with its principals and partners will fund the Transaction through cash on hand as well as private credit vehicles. Buyer will seek to obtain mortgage financing from its preferred lending relationship; however, Closing is not contingent on financing.



**Due Diligence**

**Requests:** Attached in Schedule 1

**Due Diligence Period:** Buyer will have forty-five (45) days from the full execution of the Purchase Documents to waive its Due Diligence Period (“Due Diligence Period”). Seller will endeavor to provide all requested diligence materials to Buyer in a reasonably timely manner.

**Closing:** The later to occur of:

- a) The first day of the month following the period that is thirty (30) days after the expiration of the Due Diligence Period, or;
- b) The first day of the month following receipt of all requisite approvals and closing conditions outlined in the Transaction Documents, including but not limited to Attorney General approval.

**Other Closing**

**Conditions:** The below include but are not exhaustive Closing Conditions that are to be included in the Purchase Documents:

- No open survey tags higher than “G” nor any ongoing admissions ban.
- No Facility is included on the Special Focus Facility list.
- Satisfactory AG approval

**Operations Transfer:** Buyer and Seller shall cooperate to facilitate any and all necessary regulatory approvals to transition control of the Facilities and existing Medicare and Medicaid Provider Agreements in conjunction with the closing, including the full execution of a Management and Operations Transfer Agreement (“MOTA”). The MOTA shall provide that Seller shall allow Buyer and/or its designees to operate the Facilities using its licenses and Medicare and Medicaid Provider Agreements, and Seller shall also assign its Medicare and Medicaid Provider Agreements to New Operators. The MOTA shall continue in effect until such time as the Facilities receive new licenses due to an approved Change of Ownership application and are assigned their own Medicare and Medicaid Provider Agreement numbers which are “tied into” the new licenses. Buyer and/or its designees shall bear all expenses of operation during the term of the MOTAs and retain any and all revenue accruing during this period.

**Contracts** Within 7 business days from the execution of this LOI, Buyer shall cause its counsel to prepare Transaction Documents incorporating the terms contained in this LOI and forward the same to Seller. The parties agree to negotiate in good faith to finalize the Transaction Documents described herein on terms and conditions mutually acceptable within 30 days of the first drafts.

**Confidentiality:** Buyer and Seller shall not disclose any of the terms or conditions of this LOI to any other person without the express written consent of the other party, except that Buyer and Seller may disclose such information to their principles, counsel, accountants and potential financial sources (“Confidential Third Parties”) in connection with evaluating the potential acquisitions of the Facilities by Buyer, provided all such Confidential Third Parties are first advised of the confidential nature of this LOI and agree to maintain the confidentiality hereof.

**Exclusivity:** Seller shall not enter into negotiations regarding the Facilities or a Potential Transaction with any third parties for a period commencing upon the execution of this Indication of Interest and terminating upon the expiration of the Due Diligence Period.




**Buyer Contact Information:**

<b>Name</b>	<b>Company</b>	<b>Email</b>	<b>Role</b>
Abe Bak	International Equity Partners, Inc.	<a href="mailto:Abe@Iepcorp.com">Abe@Iepcorp.com</a>	Buyer
Alex Fenigstein	International Equity Partners, Inc.	<a href="mailto:Alex@Iepcorp.com">Alex@Iepcorp.com</a>	Buyer
Jack Sanofsky	Cypress Health Care	<a href="mailto:Jack@cypressh.com">Jack@cypressh.com</a>	Operator
Jack Fenigstein	Fenigstein & Kaufman	<a href="mailto:jack_fenigstein@fenkauf.com">jack_fenigstein@fenkauf.com</a>	Legal
Steve Rosenfeld	Fenigstein & Kaufman	<a href="mailto:steven_rosenfeld@fenkauf.com">steven_rosenfeld@fenkauf.com</a>	Legal
Ross Holland	White Oak Healthcare Partners	<a href="mailto:rholland@whiteoakhcf.com">rholland@whiteoakhcf.com</a>	Financing

We would like to reiterate our strong interest in the Facilities and would like to thank you for your consideration of our proposal. We look forward to discussing our indication of interest at your earliest convenience.

**On Behalf of Buyer:**

International Equity Partners, Inc.  
A California Corporation

DocuSigned by:  
  
 By \_\_\_\_\_  
 Name: Abraham Bak  
 Title: President  
 Date: 12/14/2022

ACKNOWLEDGED AND CONFIRMED THIS 14th DAY OF December, 2022

**On Behalf of Seller:**

By \_\_\_\_\_  
 Name:  
 Title:  
 Date:



**Exhibit A**

**Eskaton Care Center Fair Oaks**

11300 Fair Oaks Boulevard  
Fair Oaks, CA  
149 Licensed Beds

**Eskaton Care Center Greenhaven**

455 Florin Road  
Sacramento, CA 95831  
149 Licensed Beds

**Eskaton Care Center Manzanita**

5318 Manzanita Avenue  
Carmichael, CA 95608  
99 Licensed Beds



## Schedule 1

### Due Diligence Requests

1. Historical unaudited financial statements for 2019, 2020, 2021 and YTD 2022 with departmental detail by Revenue and Expense category.
2. Detailed Historical Census days organized by Payor Class for 2019, 2020, 2021 and YTD 2022.
3. Prior 2 Years Cost Reports for Medicaid and Medicare (audited if available)
4. Schedule of and copies of all vendor contracts in-place with the Facility that may not be canceled with 10 day notice or less.
5. Historical number of hours/wages paid and accrued by employees by department and position within each department for 2020, 2021 and YTD 2022
6. Schedule And Copies of Managed Care Payor Contracts
7. Copy of detailed floor plans reflecting units in use and number of beds in operation at the given unit. Include information of operating beds removed from use as well as existing room size waivers.
8. Detailed information on the size of existing emergency generators and the estimated age
9. Description and schedule of employee benefits and copies of all employee policy manuals and handbooks
10. Detailed Current Employee register detailing benefit enrollment figures and premium payment amounts and responsibilities
11. Copies of Land Surveys of- Real Property, existing title Policies, and if applicable, conditional use permits, zoning letters, zoning reports, building permits and any pending permit application for the further improvement of the Real Property.
12. Copies of all inspection reports, surveys, POC's, citations and compliance notifications affecting the facility for the previous 3-year inspections cycles, together with all copies of correspondence to licensing authorities relating to the facility. This includes health, life safety, complaints, and other related survey information.
13. Schedule of any open health or life safety survey with pending results from the State.
14. Schedule of Open deficiencies not yet cleared with the State as a result from surveys



15. Copies of Seller's Workers' Compensation loss reports for the past five (5) years, and the latest experience modification computation issued by the Workers' Compensation Insurance Rating Bureau.
16. Copies of loss runs from insurance provider for the current and prior five (5) years for PL/GL insurance, Property insurance, and other in-place insurance.
17. Copies of property tax bills for the Real Property and Personal Property for the 2020-2021 and 2021-2022 tax years.
18. Details regarding any OSHPD construction projects submitted and or performed within the past 3 years.
19. If applicable, litigation schedule with summary/description of all pending or threatened claims and their current status, with evaluation of exposure.
20. Any information on completed or pending RACS, Probes, Open Billing Audits, or any other open audit information with respect to the Facility
21. Recent detailed AR/AP aging.
22. Current bed tax outstanding balance.
23. Outline of CARES ACT stimulus funding received including Medicare Advance Payments, treatment of Grant Money on financials, Payroll Tax deferment, etc.

**SECTION 999.5(d)(11)(E)**

**13) Letter of Intent from Eagle Arc Partners dated January 30, 2023.**





EAGLE ARC

PARTNERS



January 30, 2023

Attention: Dan Revie  
Managing Director  
Drevie@ziegler.com

Dear Dan:

Eagle Arc Partners, LLC ("**Eagle Arc**") and its operating partner Links Healthcare Group ("**Links**" and together with Eagle Arc, "**Buyer**") are pleased to submit the following non-binding letter of intent (this "**LOI**") to outline the terms upon which Buyer would be willing to acquire the operations and associated real property (the "**Assets**") from Eskaton Properties, Inc. and its affiliates ("**Seller**"), as identified on Schedule I attached to this LOI. Buyer's recent transaction experience demonstrates our comfort with the marketplace and our ability to close on a transaction of this nature.

The major terms and conditions include the following:

1. **Assets:** Three (3) skilled nursing facilities (the "**Acquired Facilities**") and the associated interest in real property of such Acquired Facilities (collectively, the "**Real Property**") along with all buildings and other improvements, licenses, permits, personal property, equipment, inventory and other assets that are owned by Seller and used in the operations of the Acquired Facilities (the "**Transaction**"). On the date of the Closing, the Assets will be sold to Buyer free and clear of any and all liens, claims, security interests and other encumbrances of any kind.

2. **Purchase Price:** [REDACTED]

3. **Transaction Funding:** [REDACTED]

If necessary, Eagle Arc has the ability to close in cash and obtain bank financing after the closing is complete.

4. **Due Diligence:** Upon the execution of this LOI, the parties will commence negotiations of the Asset Purchase Agreement (the "**Purchase Agreement**") and other such agreements as are necessary to evidence the Transaction (collectively, "**Definitive Agreements**"). The Definitive Agreements will be in forms mutually agreeable to the parties in their sole discretion and include, without limitation, such representations, warranties, covenants, indemnification obligations and other terms and conditions customary in transactions similar to the Transaction. Seller will deliver the draft Purchase Agreement.

Buyer's diligence work streams may include: legal, insurance, regulatory and clinical diligence and appraisals, Phase I's, and property condition reports. Buyer may perform site visits and Seller will provide reasonable access to the Acquired Facilities upon reasonable prior notice and approval by Seller, and subject to all COVID-19 related regulations and protocols.

5. **Timeline and Closings:** Subject to other terms included in the Purchase Agreement, the parties will close at the end of the month immediately following the receipt of all necessary regulatory (including attorney general) approvals. The expected transaction timeline is as follows:

Target Transaction Timeline		
Stage	Days to Complete	Date
Execute LOI		1/31/2023
Seller Delivers Contract	7	2/7/2023
Execute Contract	21	2/28/2023
Initial Deposit Goes Nonrefundable	0	2/28/2023
File AG and CHOW documents	0	2/28/2023
Receive AG Approval, Additional Deposit Posted	120	6/28/2023
Closing	2	6/30/2023

6. 

7. 

8. **Required Approvals:** Buyer's investment committees have reviewed and approved this proposal. Closing of the Transaction will be subject to:

- Completion of Due Diligence to Buyer's satisfaction prior to completion of the Due Diligence Period;

- Execution and delivery of the Definitive Agreements.

## 9. **Buyer Background:**

Please see the attached deck that shows relevant information about Links.

Eagle Arc is an investment firm that is focused on acquiring and executing value add strategies across skilled nursing and seniors housing facilities. Funds and affiliates managed by Eagle Arc have acquired over \$1.5bn of senior living assets over the past several years.

Relevant transaction experience below:

**San Diego Facility** - In December 2022 Eagle Arc and Links closed on a 300+ bed facility in San Diego, CA. Links took over operations of the facility from an underperforming operator and will execute a turnaround plan to stabilize the facility.

**Anaheim Facility** – In September 2022 Eagle Arc and Links closed on a facility in Anaheim, CA that was formerly owned by an owner/operator. The facility has a unique contract with the local county government, and Links was able to swiftly navigate the county's new operator approval process in order for the transaction to close in a timely manner.

**Boston Facility** - In September 2022 Eagle Arc closed on a 130+ bed facility in Boston, MA that was previously owned and operated by a Catholic charity organization. Eagle Arc installed one of its local operating affiliates to manage the facility on its behalf.

**Boston Portfolio** - In December 2021 Eagle Arc closed on a \$42M portfolio of three skilled nursing facilities in Massachusetts that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction less than four months after LOI signing in order to meet the seller's goal of closing before the yearend.

**Southeast Portfolio** – In November 2020 Eagle Arc closed on a \$325M portfolio of 21 skilled nursing facilities in Florida, Mississippi, and Georgia that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction despite numerous operational and financial challenges related to the ongoing COVID-19 pandemic.

**Sabra / Senior Care Centers Portfolio** – In March 2019 Eagle Arc closed on a \$283M portfolio of 28 skilled nursing and assisted living facilities in Texas and Louisiana that were owned by Sabra Health Care REIT and operated by Senior Care Centers. Eagle Arc had to navigate Senior Care Center's bankruptcy process in order to gain control of the assets.

**Kindred Portfolio** – In August 2017, Eagle Arc acquired 96 skilled nursing and assisted living assets (approximately 11,600 beds) from publicly traded Kindred Healthcare Inc. in a \$786M transaction. **Included In this transaction were 13 skilled nursing facilities located in the state of California, two of which are owned by Eagle Arc and operated by Links.**

**Regency Integrated Health Services** - The acquisition of Regency Integrated Health Services ("**Regency**"), a post-acute and long-term care healthcare provider platform based in Texas. The

acquisition, which closed in 2016 for total consideration of \$510M, included the real estate, operations, management and ancillary businesses. At closing, a new senior leadership team was brought in but the remaining infrastructure and regional was left intact. The platform continues to grow through acquisitions of home health, hospice and facilities-based services, including notable carve-out transactions from Genesis and Senior Care Centers. Regency now operates almost 7,000 beds in Texas.

Golden Living - December 2016 acquisition of the leasehold interests in 21 skilled nursing facilities in California.

10. Advisors: Buyer will engage Sternshein Legal Group for legal counsel in the transaction. We will engage Hooper, Lundy, and Bookman to assist in the legal process with the Attorney General's office. Links and Eagle Arc have successfully gone through three transactions converting not-for-profits SNFs/Hospitals to for-profit entities.

11. [REDACTED]

12. Confidentiality: This LOI is being submitted on a confidential basis.

13. [REDACTED]

14. Governing Law. This LOI is governed by the laws of the State of Delaware.

15. Non-Binding Proposal: It is understood that this non-binding proposal does not contain all matters upon which agreement must be reached in order for any transaction to be consummated and, therefore, does not constitute an offer to purchase or create any binding commitment with respect to any transaction. A binding commitment with respect to a transaction will result only from execution of the Definitive Agreements. Buyer retains the right to terminate its interest as expressed in this LOI at any time. Notwithstanding anything contained in this LOI to the contrary, the terms and provisions contained in this paragraph and the paragraphs entitled "Deposit," "Exclusivity," "Expenses," "Confidentiality," and "Governing Law" shall be binding on and enforceable against the parties.

Please indicate acceptance of the above by countersigning a copy of this letter and returning it to us within five (5) business days. Failure to execute and return the document within this period will render this LOI null and void.

We are excited about the prospect of completing the Transaction and look forward to working with you to expeditiously structure and finalize the Definitive Agreements. If you have any questions regarding our interest, please do not hesitate to call [REDACTED]. Upon signing of this LOI, additional contact information for financial advisors, diligence providers, legal counsel, and third party financing sources will be provided.

Eagle Arc Partners LLC

By:



\_\_\_\_\_  
Elliott Mandelbaum  
Managing Partner

Agreed and Accepted:

Seller

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule I  
The Assets

Property	City	State
Eskaton Care Center Fair Oaks	Fair Oaks	CA
Eskaton Care Center Greenhaven	Sacramento	CA
Eskaton Care Center Manzanita	Carmichael	CA

**SECTION 999.5(d)(11)(E)**

**14) Letter of Intent from Eagle Arc Partners dated December 21, 2022.**



December 21, 2022

Attention: Dan Revie  
Managing Director  
Drevie@ziegler.com

Dear Dan:

Eagle Arc Partners, LLC ("**Eagle Arc**") and its operating partner Links Healthcare Group ("**Links**") and together with Eagle Arc, "**Buyer**") are pleased to submit the following non-binding letter of intent (this "**LOI**") to outline the terms upon which Buyer would be willing to acquire the operations and associated real property (the "**Assets**") from Eskaton Properties, Inc. and its affiliates ("**Seller**"), as identified on Schedule I attached to this LOI. Buyer's recent transaction experience demonstrates our comfort with the marketplace and our ability to close on a transaction of this nature.

The major terms and conditions include the following:

1. **Assets:** Three (3) skilled nursing facilities (the "**Acquired Facilities**") and the associated interest in real property of such Acquired Facilities (collectively, the "**Real Property**") along with all buildings and other improvements, licenses, permits, personal property, equipment, inventory and other assets that are owned by Seller and used in the operations of the Acquired Facilities (the "**Transaction**"). On the date of the Closing, the Assets will be sold to Buyer free and clear of any and all liens, claims, security interests and other encumbrances of any kind.

2.

3.

If necessary, Eagle Arc has the ability to close in cash and obtain bank financing after the closing is complete.

4. **Due Diligence:** Upon the execution of this LOI, the parties will commence negotiations of the Asset Purchase Agreement (the "**Purchase Agreement**") and other such agreements as are necessary to evidence the Transaction (collectively, "**Definitive Agreements**"). The Definitive Agreements will be in forms mutually agreeable to the parties in their sole discretion and include, without limitation, such representations, warranties, covenants, indemnification obligations and other terms and conditions customary in transactions similar to the Transaction. Seller will deliver the draft Purchase Agreement.



[REDACTED]

[REDACTED] following the signing of the Purchase Agreement. Buyer's diligence work streams may include: legal, insurance, regulatory and clinical diligence and appraisals, Phase I's, and property condition reports. Buyer may perform site visits and Seller will provide reasonable access to the Acquired Facilities upon reasonable prior notice and approval by Seller, and subject to all COVID-19 related regulations and protocols.

5. **Timeline and Closings:** Subject to other terms included in the Purchase Agreement, the parties will close at the end of the month immediately following the receipt of all necessary regulatory approvals. The expected closing timeline is as follows:

<b>Event</b>	<b>Date</b>
Complete confirmatory due diligence	30 days after signing Purchase Agreement
File Regulatory and Notice Letters (including to the attorney general's office)	Within 7 days after completion of confirmatory due diligence
Closing	At the end of the month immediately following receipt of regulatory approvals

6.

[REDACTED]

7.

[REDACTED]

8. **Required Approvals:** Buyer's investment committees have reviewed and approved this proposal. Closing of the Transaction will be subject to:

- Completion of Due Diligence to Buyer's satisfaction prior to completion of the Due Diligence Period;
- Execution and delivery of the Definitive Agreements.

9. **Buyer Background:**

Please see the attached deck that shows relevant information about Links.

Eagle Arc is an investment firm that is focused on acquiring and executing value add strategies across skilled nursing and seniors housing facilities. Funds and affiliates managed by Eagle Arc have acquired over \$1.5bn of senior living assets over the past several years.

Relevant transaction experience below:

*San Diego Facility* - In December 2022 Eagle Arc and Links closed on a 300+ bed facility in San Diego, CA. Links took over operations of the facility from an underperforming operator and will execute a turnaround plan to stabilize the facility.

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*Boston Portfolio* - In December 2021 Eagle Arc closed on a \$42M portfolio of three skilled nursing facilities in Massachusetts that were formerly owned by an owner/operator. Eagle Arc was able to close the transaction less than four months after LOI signing in order to meet the seller's goal of closing before the yearend.


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*Kindred Portfolio* – In August 2017, Eagle Arc acquired 96 skilled nursing and assisted living assets (approximately 11,600 beds) from publicly traded Kindred Healthcare Inc. in a \$786M transaction. **Included in this transaction were 13 skilled nursing facilities located in the state of California, two of which are owned by Eagle Arc and operated by Links.**

*Regency Integrated Health Services* - The acquisition of Regency Integrated Health Services ("**Regency**"), a post-acute and long-term care healthcare provider platform based in Texas. The acquisition, which closed in 2016 for total consideration of \$510M, included the real estate, operations, management and ancillary businesses. At closing, a new senior leadership team was brought in but the remaining infrastructure and regional was left intact. The platform continues to grow through acquisitions of home health, hospice and facilities-based services, including notable carve-out transactions from Genesis and Senior Care Centers. Regency now operates almost 7,000 beds in Texas.

Golden Living - December 2016 acquisition of the leasehold interests in **21 skilled nursing facilities in California.**

10. **Advisors:** Buyer will engage Sternshein Legal Group for legal counsel in the transaction. We will engage Hooper, Lundy, and Bookman to assist in the legal process with the Attorney General's office. Links and Eagle Arc have successfully gone through three transactions converting not-for-profits SNFs/Hospitals to for-profit entities.
11. **Confidentiality:** This LOI is being submitted on a confidential basis.
12. 
13. **Governing Law.** This LOI is governed by the laws of the State of Delaware.
14. **Non-Binding Proposal:** It is understood that this non-binding proposal does not contain all matters upon which agreement must be reached in order for any transaction to be consummated and, therefore, does not constitute an offer to purchase or create any binding commitment with respect to any transaction. A binding commitment with respect to a transaction will result only from execution of the Definitive Agreements. Buyer retains the right to terminate its interest as expressed in this LOI at any time. Notwithstanding anything contained in this LOI to the contrary, the terms and provisions contained in this paragraph and the paragraphs entitled "Deposit," "Exclusivity," "Expenses," "Confidentiality," and "Governing Law" shall be binding on and enforceable against the parties.

Please indicate acceptance of the above by countersigning a copy of this letter and returning it to us within five (5) business days. Failure to execute and return the document within this period will render this LOI null and void.

We are excited about the prospect of completing the Transaction and look forward to working with you to expeditiously structure and finalize the Definitive Agreements. If you have any questions regarding our interest, please do not hesitate to call Elliott Mandelbaum at (212) 658-1795. Upon signing of this LOI, additional contact information for financial advisors, diligence providers, legal counsel, and third party financing sources will be provided.

Eagle Arc Partners LLC

By:



\_\_\_\_\_  
Elliott Mandelbaum  
Managing Partner

Links Healthcare Group, LLC

By:



\_\_\_\_\_  
Toby Tilford  
Co-CEO

Agreed and Accepted:

Seller

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule I  
The Assets

Property	City	State
Eskaton Care Center Fair Oaks	Fair Oaks	CA
Eskaton Care Center Greenhaven	Sacramento	CA
Eskaton Care Center Manzanita	Carmichael	CA

# Links Healthcare Group



Eskaton SNF portfolio  
Initial proposal

## Links Healthcare Group Overview

*Links achieves the high quality SNF results through an innovative approach to leadership and proven clinical capabilities*

### Links Healthcare Group Overview

- Founded in February 2017, Links Healthcare Group (“Links”) is a privately held company based in San Diego, California. Links provides healthcare and rehabilitation services to long-term residents and short-term high-acuity patients in its skilled nursing facilities (“SNFs”).
- Links focuses on acquiring skilled nursing facilities, and improving performance through the implementation of leadership principles, implementing proprietary clinical policies and procedures to improve quality of care, and capital investment to enhance the physical plant of the facilities.
- Links currently manages thirteen skilled nursing facilities and three-assisted living facility representing 1,767 licensed beds. Links leases the operations for twelve of the facilities from third party landlords, and owns four of its facilities.

### Focus Geography



Links States

*Strategy: Links Healthcare Group acquires and turns around SNFs with a focus on leadership development and clinical excellence.*



# Links Healthcare Group Management Team



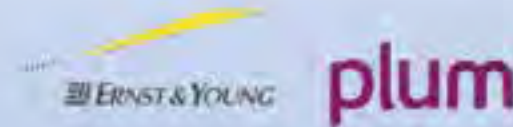
**Toby Tilford**  
*Co-Founder*

## Biography

- 24+ years experience in SNF operations, executive leadership development, financial / clinical business restructuring, SNF acquisitions, facilitating organizational growth through strategic-planning and enterprise leadership
- Co-Founder and Co-CEO of Links Healthcare Group
  - Shares responsibilities of overseeing operations of Links facilities.
  - Works closely with Controller in Links executive financial management responsibilities.
  - He currently serves on the Operator Advisory Board for the National Investment Center ( NIC), the Council Post-Acute Care ( AHCA ) and has been on the Government Relations Committee for California Association of Healthcare Facilities ( CAHF).
- Served as CEO for Plum Healthcare from 2015-2017
- Served as COO for Plum Healthcare from 2009-2015

## Prior Experience & Education

### Prior Experience



HARVARD  
UNIVERSITY



BYU



## Links Healthcare Group Management Team (cont'd)



**Curt Rodriguez**  
*Co-Founder*

### Biography

- 17+ years experience in multi-state SNF operations, executive leadership development, strategic market growth strategy, clinical / financial enhancement planning, operation strategy around new construction, and new acquisition transformation
- Co-Founder and Co-CEO of Links Healthcare Group.
  - Co-leads growth strategies and has grown Links Healthcare Group to 13 SNFs and 3 ALFs in 6 years.
  - With a focus on leadership development has improved clinical and financial operations of each of Links Healthcare Group acquisitions.
- Served as both Area President and Branch President for Plum Healthcare from 2012 – 2017
  - Responsible for clinical / financial strategy implementation, leadership development, compliance, and global market initiatives for 33 SNFs and 2 assisted living facilities across 4 states

### Experience & Education

#### Experience



# Links Healthcare Group Experience Highlights

*Links Healthcare Group is well-positioned to acquire skilled nursing facilities, helping them improve performance and become community leaders in post-acute care.*



## Deep Experience in Turning Underperforming SNF Acquisitions

Links Healthcare Group was founded in 2017 and in 6 years has successfully acquired and turned 13 skilled nursing facilities and 3 assisted living facilities.  
Links leadership had successfully integrated and turned a 27 multi-state facility chain in 2011 for Plum Healthcare Group.  
Links leadership had also acquired and successfully turned an additional 20 skilled nursing facilities from 2011 to 2017 for Plum Healthcare Group.

## Extensive Reputation for Strong Clinical Systems

Significantly improved enterprise 5 star rating and re-hospitalization results.  
Successfully developed preferred partnerships with major health systems such as Kaiser through outcome-based results.  
Link's implements proven clinical systems to turnaround facility clinical outcomes and achieve industry leading results.

## Excellent Multi-State Health System Relationships

Have developed and maintain a preferred partner relationship with Kaiser across portfolio.  
Lead initiatives to achieve multiple partnership status across multiple health systems.  
Maintain deep relationships with major health systems executives within the Western US.

## Attracted Top Industry Talent

Developed deep experience in selection and retention of tier-1 talent.  
Links has a proprietary operational and leadership curriculum to help grow and develop facility leadership.

## Links Acquisition Pipeline

*Links Healthcare has developed a strong portfolio of community leading post-acute facilities across California with most being in the NorCal region.*

Skilled Nursing Facilities		Region	Number of Beds	Lease/Own
RiverPointe Post-Acute	Carmichael, CA		112	Own
Lodi Creek Post-Acute	Lodi, CA		86	Lease
Clearwater Healthcare Center	Stockton, CA		120	Lease
Vineyards Healthcare Center	Livermore, CA		83	Lease
Stratford Villa Post-Acute	Livermore, CA		27	Lease
Avondale Villa Post-Acute	Livermore, CA		37	Lease
Redwoods Post-Acute	San Jose, CA		152	Lease
Westwood Post-Acute	San Jose, CA		258	Own
Creekside Post-Acute	San Jose, CA		130	Lease
The Ridge Post-Acute	San Jose, CA		54	Lease
Beach Creek Post-Acute	Anaheim, CA		138	Lease
The Orchards Post-Acute	Bakersfield, CA		150	Own
The Shores Post-Acut	San Diego, CA		305	Lease
Assited Living Facilities		Region	Number of Beds	Lease/Own
Westgate Villa Senior Living	San Jose, Ca		60	Own
Tuscany Villa	Livermore, CA		31	Lease
Milan Villa	Livermore, CA		24	Lease

**SECTION 999.5(d)(11)(E)**

**15) Term Sheet and Pamphlet from Cascade Capital Group, LLC dated January 3, 2023.**



**SKILLED NURSING FACILITIES IN CALIFORNIA  
ZIEGLER TERM SHEET  
JANUARY 3, 2023**

**Purchaser:** An affiliated entity, or partner of Cascade Capital Group, LLC  
**Operator:** An affiliated entity, or operating partner of Cascade Capital Group, LLC  
**Seller:** Eskaton Properties, Inc.  
**Form of Sale:** Sale of Assets

**Assets:**

Facility	Address	Licensed Beds
Fair Oaks	11300 FAIR OAKS BLVD, FAIR OAKS, CA 95628	149
Greenhaven	455 FLORIN RD, SACRAMENTO, CA 95831	148
Manzanita	5318 MANZANITA AVE, CARMICHAEL, CA 95608	99

(the "Centers")

396 Total Licensed Beds

**Consideration:** [REDACTED]

**Financing Plan:** [REDACTED]

**Deposits:** [REDACTED]

**Exclusivity:** [REDACTED]

**Purchase and Sale Agreement ("PSA"):** The negotiation of the PSA will be conducted simultaneously with due diligence. Purchaser will provide a draft PSA within seven days of term sheet execution. Purchaser will have all needed internal approvals, including any shareholder and/or board approval, before executing the PSA.

**Contingencies/Approvals:**

- [REDACTED]
- [REDACTED]
- PSA Contingencies:
  - Licensure & Regulatory Approvals
  - Title & Survey
  - Satisfactory Environmental Assessment

**Contemplated Timeline:**

Term Sheet Submitted to Seller	January 3
Term Sheet Execution	January 13
Draft PSA & Operations Transfer Agreement (“OTA”) Circulated	January 20
Expiration of Due Diligence Period	April 1
PSA & OTA Execution <i>(Deposit to be Paid)</i>	April 1
License Approval/Closing Date	First day of month following AG/State Licensure Approval

**Treatment of Current Employees:**

[REDACTED]

**Treatment of Accrued and Unpaid Employee Paid Time Off:**

[REDACTED]

**Asset Inspections:**

Seller will permit access to the Centers for the purposes of third party reports on behalf of Purchaser and the copies of all reports produced will be provided to Seller. Facility access by Purchaser to be governed by the PSA or Seller written permission and at all times to be coordinated in advance with Seller.

**Included Assets:**

All assets owned by Seller and used at the Centers, including but not limited to:

- Property, Plant, & Equipment
- Inventory and Supplies
- Bed rights, licenses, provider agreements, etc. (to the extent transferrable)

**Excluded Assets:**

[REDACTED]

**Assumed Liabilities:**

[REDACTED]

**Excluded Liabilities:**

[REDACTED]

**Seller’s Indemnification:**

Seller and Purchaser shall mutually agree on indemnification language in the PSA.

**Non-Disclosure:**

The parties agree and acknowledge that the Non-Disclosure Agreement executed by the parties remains in full force and effect.

**Non-Binding Term Sheet:**

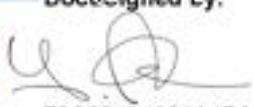
This is a non-binding term sheet and is intended as a good faith expression by the parties of contemplated terms that will be incorporated into a definitive and binding agreement. This term sheet does not contain all matters upon which agreement must be reached in order for the transaction contemplated by this term sheet to be consummated and creates no legal obligations on the part of any party hereto. A binding commitment with respect to the acquisition of the purchased assets will result only from the execution of a definitive agreement.

*[Signatures on following page]*

Agreed in Concept  
*(subject to negotiation of definitive purchase and sale agreement):*

**CASCADE CAPITAL GROUP, LLC**

**(“Purchaser”)**

DocuSigned by:  
  
78C62404004A4D9...

Signature

Yitzy Rosenblum

Name

Executive Vice President, Acquisitions

Title

1/3/2022

Date

Eskaton Properties Inc.

**(“SELLER”)**

Signature

Name

Title

Date





**CASCADE  
CAPITAL  
GROUP**

FINDING VALUE. CREATING OPPORTUNITY.



ESKATON\_005450



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- 5 CASCADE GROWTH
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- 7 CAME INVESTMENTS
- 8 EXECUTIVE MANAGEMENT TEAM

## 9 ASSET MANAGEMENT PLATFORM

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- 10 ACTIVE ASSETS

# CONTACT INFORMATION

**BEN SHIBE**

CHIEF INVESTMENT OFFICER

*(Faint contact details for Ben Shibe)*

**YITZY ROSENBLUM**

EVP OF ACQUISITIONS

*(Faint contact details for Yitzy Rosenblum)*

**MORDY KAPLAN**

EVP / GENERAL COUNSEL

*(Faint contact details for Mordy Kaplan)*



CASCADELLC.COM

Established in January 2016, Cascade Capital Group is an independent, privately-held healthcare real estate investment & management company focused on acquiring skilled nursing, rehabilitation, post-acute, and transitional care facilities. Cascade seeks to lease our facilities to high quality, regionally focused third-party operators nationwide. We work with groups who demonstrate an identifiable commitment to outstanding care, technological advancement, and personal service. Cascade was founded by the principals who built Legacy Healthcare, one of the largest premier SNF operators in the Chicagoland area, South Dakota, and Montana with roughly 8,490 skilled-nursing beds operated. Cascade is headquartered in Skokie, Illinois.

Cascade offers an unmatched asset management & consulting platform for our operators (tenants) catered specifically to helping ensure their success in each respective region & market. Unlike other healthcare real estate investment groups, we leverage decades of combined operating experience into a comprehensive and detailed process for identifying, analyzing, transacting, leasing, and managing investments which has yielded successful outcomes for sellers along with sustainable returns for our principals and investors. We breathe new life and value into healthcare assets ripe for strategic intervention.

As of August 2022, Cascade has transacted on over 264 facilities comprised of approximately 26,386 beds with revenues of \$2.0 billion. These assets are spread over 24 states under 31 regional operators. Today, Cascade Capital is among the most active independent skilled nursing facility investors with a track record of effective-executions of complex multi-state transactions.

## TRANSACTION HIGHLIGHTS

- *Cascade has transacted on over 264 facilities*
- *31 Independent operators*
- *Approximately 26,386 licensed beds*
- *Transacted on over \$2.0B in annual revenue*
- *Cascade has a pipeline in Q3/Q4 2022 of more than 20+ facilities in various states.*



## 2022 Deals To Date

Properties

49

Transaction / Value Amount

\$295,000,000

### DEALS DURING COVID

**August 2022:** The acquisition of 10 SNF in California consisting of 1,112 beds for a purchase of \$135M.

**May 2022:** The acquisition of 39 SNF in Michigan and Wisconsin consisting of 3,040 beds for a purchase of \$160M.



## 2016 -2019

Properties

144

Transaction Amount

\$727,000,000

*March 2018: The acquisition of two SNFs in Montana. The portfolio is comprised of 310 beds for a combined price of \$13M.*

*November 2017 - February 2018: On behalf of a national REIT, the repositioning of 64 facilities with 5,500 licensed beds across six states with five different operators. Value of the portfolio is approximately \$250M.*

*April 2017: The acquisition of 18 Midwest SNFs. Purchased from a national, publicly-traded owner/operator, the portfolio is comprised of over 1,800 licensed beds purchase in excess of \$80M.*

*September 2016: The acquisition of nine Midwest SNFs. Purchased from a private investment management firm, the portfolio is comprised of over 1,000 beds located in four states, with a purchase price in excess of \$50M.*

*February 2016: The purchase of a three SNF portfolio located in Colorado and Utah. The portfolio is comprised of over 450 beds, with a purchase price in excess of \$31M.*

*January 2016: START OF CASCADE*

*September 2019: The acquisition of two SNFs in Illinois and two SNFs / one ALF in South Dakota. The portfolio consists of 700 beds for a combined purchase price of \$30.5M.*

*August 2019: The acquisition of four SNFs in Florida. The portfolio is comprised of 460 beds for a combined price of \$49M.*

*June 2019: The acquisition of 15 SNFs in South Dakota. The portfolio is comprised of 953 beds for a combined price of \$28M.*

*May 2019: The acquisition of seven SNFs and one ALF in California. The portfolio is comprised of 967 beds for a combined price of \$90M.*

*April 2019: The acquisition of six SNFs and two ALFs in Minnesota and South Dakota. The portfolio is comprised of 567 beds for a combined price of \$41M.*

*October 2018: The purchase of two SNFs located in Chicago, IL. The portfolio is comprised of 230 beds, with a combined purchase price of \$10M.*

*Various Months in 2018: The acquisition of 7 facilities in Ohio, Maryland, Indiana and Connecticut. The portfolio comprised of 1,025 for a combined price of \$54.25M.*

## 2020

Properties

31

Transaction Amount

\$312,000,000

### DEALS DURING COVID

*December 2020: The acquisition of 3 SNFs in Michigan. The portfolio is comprised of 218 beds for a combined price of \$10M.*

*October 2020: The acquisition of 9 SNFs in Iowa and one SNF/ALF in Michigan. The portfolio is comprised of 657 beds for a combined price of \$31M.*

*July 2020: The acquisition of 9 SNFs in West Virginia and Pennsylvania. The portfolio is comprised of 921 beds for a combined price of \$220M.*

*March 2020: The acquisition of 6 SNFs in Michigan. The portfolio consists of 523 beds for a combined purchase price of \$36M.*

*February 2020: The acquisition of three SNFs in Colorado. The portfolio consists of 200 beds for a combined purchase price of \$15M.*

## 2021

Properties

41

Transaction Amount

\$710,200,000

*April 2021: The acquisition of 2 SNF/ALF in Iowa consisting of 188 beds for a purchase of \$10.9M.*

*April 2021: On behalf of a national REIT, the repositioning of 4 facilities with 752 licensed beds across two states with three different operators. Value of the portfolio is approximately \$60M.*

*April 2021: The acquisition of 1 SNF in Missouri consisting of 137 beds for a purchase of \$3.9M.*

*March 2021: The acquisition of 16 SNFs in Maryland and Pennsylvania. The portfolio is comprised of 2,039 beds for a combined price of \$392M.*

*Jan 2021: The acquisition of 1 SNF in Illinois consisting of 87 beds for a purchase of \$5.6M.*

*December 2021: The acquisition of 1 SNF in Indiana consisting of 186 beds for a purchase of \$23M.*

*October 2021: The acquisition of 4 SNF in Virginia consisting of 481 beds for a purchase of \$45M.*

*September 2021: The acquisition of 1 SNF in New Jersey consisting of 120 beds for a purchase of \$24M.*

*August 2021: The acquisition of 2 SNF in South Carolina consisting of 260 beds for a purchase of \$20.4M.*

*July 2021: The acquisition of 1 SNF in Illinois consisting of 240 beds for a purchase of \$17M.*

*June 2021: The lease with purchase option of 8 SNF in Illinois consisting of 1550 beds. Value of the portfolio is approximately \$110M.*

Over the past *14 years*, Cascade / Legacy has led transactions representing over *27,000 licensed beds*. Now, with 49 facilities acquired in 2022, Cascade Capital is *poised for an even greater pace*.



Transactions - Annual Revenue

Transactions - Beds Managed



**CASCADE CAPITAL  
GROUP**

Privately held healthcare real estate investment and management company, focused on acquiring Skilled Nursing facilities nationwide. We create value by acquiring underperforming facilities, investing in necessary capital improvements and carefully selecting premier tenant operators with well-developed business plans.



**KEY STATS**

- Built on the foundations and operational expertise of Legacy Healthcare
- Launched in 2016
- Over \$700 million closed in 2021
- 8 Person executive team with diverse backgrounds in operations, structuring, legal, financing and investment management
- Dedicated asset management department overseeing all of Cascade and Legacy Assets

**LEGACY  
HEALTHCARE**

Legacy Healthcare is a leading provider of outstanding residential health care consulting services. Each facility in its portfolio reflects the unique needs and character of the communities they serve, and all live up to high standards of care by combining clinical expertise with a level of comfort, convenience and modern amenities rarely seen in residential care settings.



**KEY STATS**

- Founded in 2008 with 2 facilities, and has grown to operate 61 facilities in 4 states
- Concentrated in Chicago metro, with recent expansion of Legacy's Western division in SD and MT.
- Corporate staff of over 200 employees with dedicated departments overseeing billing, A/R, clinical and marketing

**ML GROUP DESIGN  
DEVELOPMENT**

ML Group is a full service design and development firm offering comprehensive implementation and consulting services related to healthcare real estate development and asset management. In addition to sophisticated design and renovation, ML Group provides consulting services relating to physical infrastructure, condition assessments, and capital expenditure.



**KEY STATS**

- Founded in 2014
- 40 employees with in-house architecture, interior design, procurement, project management and contracting teams
- Asset management division providing consulting services relating to physical infrastructure, condition assessments, and capital expenditure
- Active in 10 states with a diverse range of activity in healthcare, multifamily, contract, and residential sectors

**CANE INVESTMENT  
PARTNERS & AFFILIATES**

Opportunistic investment fund focusing on opportunities in healthcare ancillaries, real estate, and venture capital. The CANE investment platform and deal team allows Cascade to stay on the cutting edge of technology and startup trends in both healthcare and other industries. In addition to its investment activities, Cane serves as an umbrella to oversee a diversified and growing portfolio of ancillaries and investments that leverage and support Cascade's financial and operating foundation.



**KEY STATS**

- Vital – Nurse Practitioner
- Pharmscripts II – Pharmacy IV
- Remedy II – Therapy IV
- Concerto – Dialysis IV
- AS Stat – Mobile diagnostic
- Illiscan – Laboratory
- Onyx – 3<sup>rd</sup> party procurement
- Remed – New and refurbished medical equipment
- 3<sup>rd</sup> Eye – Telehealth
- Next Level – housekeeping, laundry, and linen
- EcoBrite – Automated Laundry for SNF & Home
- Greenworks – Financing for green energy (solar) projects
- Key Autism – Multi-state ABA Therapy
- Leading Pharma – Generic Pharmaceutical Supplier
- Real Estate – [ESKATON\\_005455](#)

# CANE

INVESTMENT PARTNERS

## HEALTHCARE

Investments

15

*Notable Investments*

## CONSUMER/TECH

Investments

7

*Notable Investments*

## REAL ESTATE

Investments

9

*Notable Investments*

## FUNDS/OTHER

Investments

4

*Notable Investments*







## Chaim Rajchenbach

*Co-Founder / Managing Director*

With an eye for opportunity, Chaim is focused on Cascade Capital's growth – through acquisition, financial performance, and leadership development. Over the course of his career, Chaim has led several complex acquisitions and launched multiple successful healthcare companies, including Legacy Healthcare, of which he was an integral piece of its transformation into a premier SNF brand. Now, as Managing Director of Cascade Capital, his priorities and passion are focused on deal sourcing, business development, and creating a high-performing, agile executive team capable of exceeding expectations in a fast-paced, dynamic market.



## Menachem "Nachy" Shabat

*Co-Founder / Managing Director*

Nachy has been an integral piece in the formation of several successful healthcare companies, including Legacy Healthcare. He is an accomplished operations leader and has honed his management skills on the frontlines of facility administration at Legacy Healthcare. His expertise in operations, quality initiatives, regulatory requirements and patient satisfaction, provides the vision and leadership necessary to recruit, evaluate and engage high-performing operators. As Managing Director, Nachy plays a key role in Cascade Capital's strategic planning, and in nurturing operator/lessee relationships.



## Ben Shibe

*EVP / Chief Investment Officer*

Ben has been with Cascade since its launch in 2016. He is involved in all aspects of deal negotiations and has also helped build the company's financial and asset management systems. Prior to joining Cascade, he worked for a single-family office and hedge fund where he served as the Director of Analysis and led the group's real estate operations. Ben is a CFA® charter-holder and holds degrees in Computer Science and Philosophy from the University of Wisconsin, Madison. In addition to his role with Cascade, Ben also serves as Chief Investment Officer for Cascade's Family Office and its private equity affiliate, Cane Investment Partners.



## Mordy Kaplan

*EVP / General Counsel*

As Cascade General Counsel, Mordy's primary focus is on the negotiation, structuring and documentation of acquisitions. Prior to joining Cascade, Mordy worked for Gutnicki LLP, a boutique Chicago-based healthcare transactional firm. Mordy has vast experience in all aspects and types of healthcare transactions including mergers and acquisitions, general corporate law, and health care licensure. He earned his J.D., from the Chicago-Kent College of Law, where he received a Certificate in Business Law and was an Executive Editor of the Chicago-Kent Law Review.



## Moti Ninio

*EVP of Financial Operations & Acquisitions*

Prior to assuming his duties as Chief Financial Officer for Legacy Healthcare and the Director of Financial Operations and Acquisitions for Cascade Capital Group, Moti was the Controller at Legacy Healthcare, LLC. In this role, he developed extensive relationships with both lenders and healthcare operators and closed over \$1 billion in financing for assets in various states. He has a thorough knowledge of underwriting and an innate understanding of the numerous regulatory, financial and clinical aspects of managing healthcare operations. Moti received his Masters in Accounting from Northeastern Illinois University.



## Daniel Garden

*EVP / General Counsel*

As Cascade General Counsel, Daniel oversees the company's legal work including financial transactions and general corporate matters. He brings with him a proven capacity to handle all the nuances of real estate, corporate and contract law, including health care licensure and compliance, while still maintaining a focus on the company's overall business objectives. Daniel received his B.A., cum laude, from Loyola University Chicago, and a J.D. from Chicago-Kent College of Law.



## Yitzy Rosenblum

*EVP of Acquisitions*

Yitzy has been with Cascade since its launch in 2016. Skilled at building and nurturing business relationships, Yitzy oversees Cascade acquisitions, leasing and divestiture activity. Prior to joining in January of 2016, Yitzy developed an extensive background in healthcare marketing, admissions, and business development and later pivoted into the area of mergers and acquisitions in 2014. Yitzy began his career at a well-known post-acute care provider in New York as Director of Marketing and Business Development, where he earned a reputation for transforming the census and financial performance at troubled facilities.



## Eli Davis

*EVP of Special Projects*

Eli's diverse background in banking, tax liens, healthcare investments and SNFs provide a unique perspective to Cascade's investment process. In addition to his role at Cascade, Eli is the Managing Partner of Cane Investment Partners which invests in the healthcare industry and alternative investments.

PORTFOLIO  
ADVISORY

**Oversight:** Continuously monitor, measure, and evaluate facilities clinical performance.

**Evaluation:** Evaluate facility performance against regional, state, and national benchmarks.

**Compliance:** Review any clinical compliance issues, assist in resolution, as needed.

**Market Trends:** Research industry and market trends to assist our operators in how to best navigate the changes in the healthcare industry.

FINANCIAL /  
OPERATIONAL  
ASSET  
MANAGEMENT

**Financial Review:** Review and analyze financial reports and measurements.

**Operational Planning:** Review operator proforma and budgets and strategy. Conduct comprehensive site visits.

**Performance Monitoring:** Monitor and report on overall operational performance of portfolio(s).

**Reimbursements:** Inform tenants of government changes to help maximize federal and state reimbursement opportunities.

**Capital Planning:** Review and approve and oversee completion tenant capital improvement projects.

FINANCIAL  
OVERSIGHT

**Accounting:** Management and oversight of Real Estate accounting and escrows.

**Distributions:** Track and execute distributions for investors.

**3rd Party Reports:** Summarize third-party audits, PCAs, appraisals, environmental reports.

**Compliance:** Monitor insurance compliance of tenants against lease requirements.

**Loan Administration:** Monitor and administer loan covenants including reserve draws.

CLINICAL ASSET  
MANAGEMENT

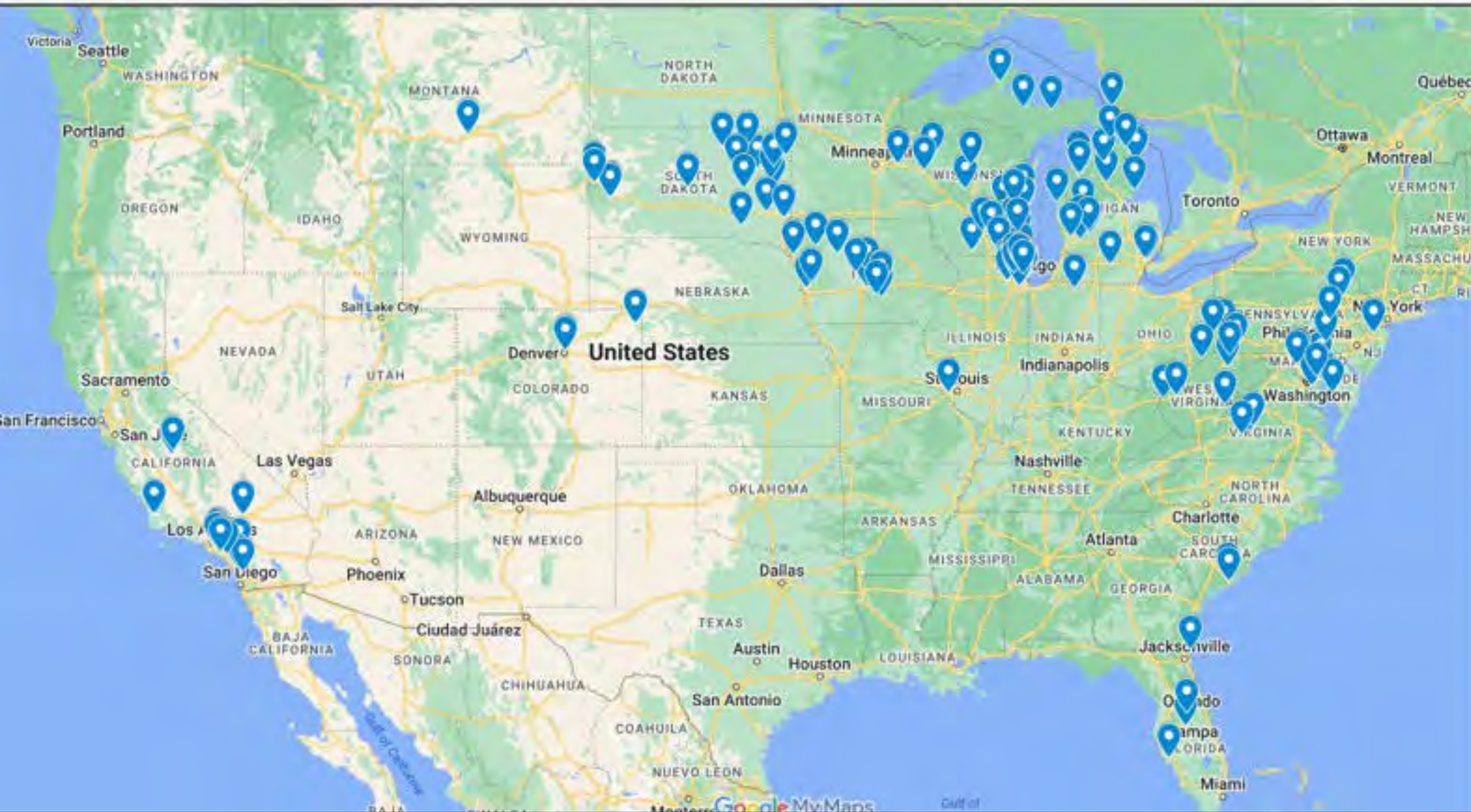
**Market Insight:** Evaluate market conditions, technology, and facility development.

**Legislative Monitoring:** Monitor national and state legislative updates and changes.

**Portfolio Structure and Advisory:** Advice on agreements and financing documents.

**Sales and Dispositions:** Advise on the disposition/sale of assets, as required.





### ASSET STATS

ROBUST ASSET MANAGEMENT  
PLATFORM INCLUDING LEGAL,  
ACCOUNTING, UNDERWRITING &  
CLINICAL DEPARTMENTS.

OVERSIGHT FROM CASCADE'S  
EXPERIENCED MANAGING  
DIRECTORS & EVP TEAM.

193 ACTIVELY MANAGED ASSETS

25 ACTIVE REGIONALLY BASED  
OPERATORS

17 ACTIVE STATES

MULTIPLE ACTIVE DEBT  
PROVIDERS

**SECTION 999.5(d)(11)(E)**

**16) Letter of Intent from Bespoke Healthcare Management  
dated December 21, 2022.**

December 21, 2022,

*TRANSMITTED VIA EMAIL TO  
DRevie@ziegler.com*

Dan Revie  
Managing Director  
Ziegler Investment Banking  
790 N. Water Street  
Suite 2275  
Milwaukee, WI 53202

**RE: Letter of Intent for Acquisition of skilled nursing facilities, as further described on Exhibit A attached hereto and by this reference made a part hereof (collectively, the “Facilities”):**

To Whom It May Concern:

This letter of intent (this “LOI”) will confirm the intention of one or more affiliates of Bespoke Healthcare Management (collectively, “Buyers”) to purchase the Facilities (including real estate, improvements, personal property and other assets) from the owners of the Facilities (collectively, “Sellers”), and one or more entities affiliated with Buyers (collectively, “New Operators”) to assume the operation of the Facilities from the operators of the Facilities (collectively, “Current Operators”). The principal terms of the sale shall be as follows:

Purchase Price:

[REDACTED]

Background:

Buyers will enter into a definitive mutually agreeable asset purchase agreement with Sellers (the “APA”) and take title to the real estate, improvements, and certain other assets, and New Operators will enter into a definitive mutually agreeable operations transfer agreement with Current Operators (the “OTA”, and, collectively, with the APA, the “Transaction Documents”), and act as the operators and lessees of the Facilities.

Earnest Money:

[REDACTED]

[REDACTED]

Due Diligence Period:

[REDACTED]

[REDACTED] to complete its due diligence, including but not limited to regulatory, environmental, engineering, and title review and any other due diligence Buyers deem necessary. If Buyers are not satisfied with the results of its investigations during the Due Diligence Period, for any reason or no reason, Buyers shall have the right to terminate this LOI and the Transaction Documents in their sole and absolute discretion, the Earnest Money shall be returned to Buyers and each party shall be relieved of their obligations under the Transaction Documents. [REDACTED]

[REDACTED]

[REDACTED] This LOI is conditioned upon Buyers receiving from Sellers Medicaid rate letters that are satisfactory to Buyers as well as evidence that the rates reflected thereon are or are not locked.

Funding:

[REDACTED]

Closing:

“Closing” shall take place at such time that Attorney General of the state of California has approved the transition from not-for-profit to for profit status for all skilled nursing facilities listed in Exhibit A and contingent upon the satisfaction of the contingencies set forth in the Transaction Documents. At Closing ownership of the facilities shall transfer to Buyers, which will be closed in escrow at the Closing, which escrow shall be released upon approval of the TPA.

Title Company:                    TBA (the “Title Company”), will be the title company and escrow agent for this transaction.

Closing Costs:                    Closing costs shall be paid in accordance with local custom in the jurisdiction in which the Facilities are located.

Transaction Documents: [REDACTED]

Confidential:                    To the extent permitted by law, the parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby in confidence. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors, financing sources, and partners, provided they agree to be bound by the confidentiality set forth herein.

Exclusivity:                    In consideration of the substantial expenditure of time, effort and expense to be undertaken by Buyers and New Operators following the execution and delivery of this letter of intent, Sellers shall not offer the Facilities (or any part thereof) for sale or lease to or solicit or accept any offers from or negotiate with any person other than Buyers, New Operators, or any other entities affiliated with Buyers during the period commencing on the date hereof and continuing [REDACTED]

Expiration of Offer:                    This offer shall expire on January 21, 2023, at 5:00 p.m. EST if not otherwise countersigned by Sellers.

This is a letter of intent only, and is not intended to, nor does it, create any legal commitments binding upon any party with respect to the purchase, sale or lease of the Facilities other than with respect to the sections titled “Due Diligence Period,” “Confidential” and “Exclusivity” above. If this letter of intent is acceptable to Sellers, the parties shall proceed toward negotiation of the Transaction Documents. Except as

otherwise set forth herein, only such Transaction Documents shall legally bind the parties hereto in connection with the transaction contemplated herein.

Please communicate your acceptance of this letter of intent by signing below and returning one (1) copy to the undersigned. This letter of intent may be executed by facsimile or .pdf.

Sincerely,

\_\_\_\_\_  
Michael Torgan, COO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative  
Date: \_\_\_\_\_

**Agreed and Accepted:**

Each of the Sellers and Current Operators identified on Exhibit A

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**The Facilities**

1. Eskaton Care Center Fair Oaks, Fair Oaks, CA - 148 beds
2. Eskaton Care Center Greenhaven, Sacramento, CA – 148 beds
3. Eskaton Care Center Manzanita, Carmichael, CA - 87 beds



Healthcare Innovation and Integration



# Bespoke Healthcare Management



BHM is a physician lead integrated healthcare delivery model that acts to work as the connective tissue for a variety of healthcare platforms.

Its managements team brings collectively over 60 years of healthcare executive management and physician services experience.

Acute Care

Skilled Nursing

Medical Group

Through its affiliated medical group as the hub and ancillary healthcare verticals, Bespoke Healthcare Management provides management oversight, financial support, strategic planning, cross functional integration to bring together a symbiotic aligned healthcare delivery model.

# Bespoke Healthcare Management



- 6 different verticals combining for 9 different entities
  - Acute Care
  - Medical Groups
  - Home Healthcare
  - Hospice/Palliative Care
  - Ambulatory Surgery
  - Medical Clinics
- Over 60 medical professionals - physicians, mid-levels, psychologists, covering 8 specialties
  - Internal Medicine
  - Psychiatry/Psychology
  - Orthopedics
  - Surgical Podiatry
  - Infectious Disease
  - Neurology
  - Cardiology
  - Pulmonology
- More than 250 employees and contracted professionals
- 6 Medical and Behavioral Health Clinics
- Overall services provided from 10 Healthcare locations

# Bespoke Healthcare Management Ecosystem





# Glenn Marshak, MD

## CEO



Dr. Glenn Marshak is CEO, founder and owner of Bespoke Healthcare Management and has served as the President, Hospital Operations and Medical Affairs, at Mission Community Hospital since 2010. His healthcare management company provides integrated management services, operations management, and leadership for multiple healthcare entities. Dr. Marshak has significant experience turning around distressed healthcare assets. He currently services as an advisory to Blackrock's healthcare division.

In his previous role as the CMO of Verity Health System, he was part of the senior management team that was selected as the winning bidder by the Daughters of Charity Health System in July 2015, in affiliation with Blue Mountain Capital Management. This was the largest non-profit healthcare transaction in California's history. After assuming control of Verity, Dr. Marshak was instrumental in implementing over \$100 million of turnaround initiatives and realizing \$40 million in annualized margin improvements.

Dr. Marshak is a Diplomat of the American Board of Internal Medicine and the American Academy of Pain Management. Dr. Marshak obtained his M.D. from University Health Sciences/Chicago Medical School. He completed his residency in Internal Medicine at UCLA/Wadsworth VA Medical Center. Dr. Marshak has been in private practice for more than 25 years and maintains medical staff privileges at Cedars-Sinai Medical Center. He is involved in the education of the next generation of healthcare professionals and serves as adjunct faculty at Keck USC Medical School.



# Michael Torgan, MBA, NHA COO



Michael Torgan is currently co-founder and Chief Operating Officer of Bespoke Healthcare Management, overseeing operations across multiple healthcare entities, encompasses an integrated healthcare delivery model. Mr. Torgan brings over 30 years of executive management expertise in post-acute (skilled nursing and sub-acute) and healthcare space spanning operational, strategic, turnaround, administrative, regulatory, M&A and managed care. As a leader in the industry, he brings a diverse background involving sub-acute care, skilled nursing, behavioral healthcare, value-based purchasing models of care, population health, ancillary services, healthcare supply chain management, distressed asset management and senior housing.

As the President of one of the largest skilled nursing companies in the US, he successfully guided the organization's growth from \$180 million to approximately \$500 million in revenue over an eight-year period, while successfully achieving and maintaining a best-in-class care delivery model. In addition, during his career, Mr. Torgan was brought in and successfully led the transition of a \$750 million revenue post-acute healthcare company with 78 facilities across six states in the US to six new operator organizations and help bring the company out of receivership.

Mr. Torgan holds a Bachelor of Arts degree from University of California at Santa Cruz in molecular biology and a Master of Business Administration with certificate in Healthcare Administration from Boston University. Mr. Torgan has served on numerous committees for CAHF and AHCA during his career. He currently serves on a number of boards, as a board member or advisory capacity. He is a recipient of the AHCA/NCAL, Joe Warner Patient Advocacy National Award and has served as an advisory to the USC School of Gerontology.

# Mariette Aroutiounian

Vice President of Clinic and Medical Group Operations



Mariette Aroutiounian currently the Vice President of Clinic and Medical Group Operations for Bespoke Healthcare Management. As a seasoned healthcare professional, she brings more than 20 years of proven success in both the private medical and acute healthcare sectors. She brings deep experience in operations, service line management, credentialing, network and business development and payor relations.

Ms. Aroutiounian has a proven track record for leading the organizational growth and management in healthcare entities throughout Los Angeles and Ventura counties. Her previous roles included Business Development roles within Verity Health System, practice management and in key roles with AltaMed. She has a Bachelor of Science in Gerontology from the University of Southern California and is currently pursuing a master's in health administration. Outside of healthcare management, Ms. Aroutiounian has a great appreciation for the arts and most enjoys spending free time traveling with her family.

# Mike Hickey

Vice President of Strategic Operations

Mike is currently the Vice President of Strategic Operations for Bespoke Healthcare Management. He initiated his leadership experience within the world of behavioral health at Village Care in New York City. Utilizing this experience, Mr. Hickey transitioned into a leadership role at the revered San Francisco based non-profit, the Shanti Project.

Recently, Mike brought his operational leadership to a national start-up, LifeStance Health, serving as a leader in operations covering the Pacific Region that included California, Arizona and Nevada where he was responsible for the execution of expanding the services and operational footprint. Mike was also fortunate to work within leadership at the AltaMed PACE program for seniors who would otherwise qualify for skilled nursing services but allow for them to continue living independently in their homes.



**SECTION 999.5(d)(11)(E)**

**17) Letter of Intent from Aspen Skilled Healthcare, Inc. dated December 16, 2022.**



Aspen Skilled Healthcare, Inc.  
28202 Cabot Rd., Ste 412  
Laguna Niguel, CA 92677

December 16, 2022

**RE: *Partially Binding Letter of Intent of Aspen Skilled Healthcare, Inc., (the “Aspen”) to purchase from Eskaton Properties, Incorporated, and its affiliated entities (collectively, “Eskaton”) the real properties and operational assets used in connection with the operations of those certain skilled nursing facilities set forth on Schedule 1 hereto (each a “Facility” and collectively, the “Facilities”).***

Dear Gentlemen:

Except as expressly stated in paragraphs 8 through 12 below, the parties acknowledge and agree that this Letter of Intent (“LOI”) is not intended to be or to evidence any legally binding agreement or obligation on the part of either party. No further agreement will be entered into unless and until each party has reviewed, approved (in its sole discretion), and executed after review by counsel, a definitive written agreement. Neither party has any obligation to negotiate or conclude the business arrangement described in this LOI. Each party acknowledges that it will not take action or refrain from taking action in reliance on the portions of this LOI intended to be legally nonbinding, and that any such reliance would be at its own risk.

The parties agree that the provisions in paragraphs 8 through 12 below represent the parties’ legally binding agreements, enforceable in accordance with their terms. The enforceability of those provisions is not conditioned on further negotiations or the successful outcome of any further negotiations.

If the parties execute a definitive agreement, that agreement will supersede this LOI. However, failure to achieve a more complete agreement will not limit the enforceability of the provisions in this LOI specified to be binding. This LOI reflects the agreement between Aspen and Eskaton for Aspen’ purchase of the Facilities and underlying real properties from Eskaton.

1. TRANSACTION. Aspen shall purchase from Eskaton, Facilities, the underlying real properties to each Facility, the improvements, buildings, and shall also acquire the Acquired Assets (as defined in Paragraph 3 below) associated with each of the Facilities (the “Transaction”). The Transaction shall be governed by a Purchase and Sale Agreement (the “PSA”), Management and Operations Transfer Agreement (the “MOTA”), and such other documents as may be necessary to consummate the Transaction, (collectively, the “Transaction Documents”).

2. PURCHASE AND SALE.

a.

[REDACTED]

b.

[REDACTED]

3. ACQUIRED ASSETS SUBJECT TO TRANSACTION. Pursuant to the terms of the PSA to be negotiated after the parties' execution of this LOI, and in addition to Eskaton's interests with respect to the Facilities and underlying real properties, the Purchase Price includes the following assets which will be conveyed to Aspen or its subsidiary on the Closing Date for no additional consideration (collectively the "Acquired Assets"):

a. All assets used in connection with or related to the Facility, including but not limited to the real property and improvements, all personal property, all furniture, fixtures, equipment, vehicles, inventories (minimum 7 days) and supplies (minimum 7 days), used in connection with or related to the operation of the Facility.

b. All licenses, permits and approvals, and resident contracts owned or controlled by Eskaton and required to operate the Facilities, to the extent permitted by applicable laws.

c.

[REDACTED]

d. All telephone numbers, trade names, policies and procedures, service marks, trademarks, proprietary information and goodwill related to and used in connection with the Facility.

e. Aspen shall not assume any pre-Closing Date obligations or liabilities of the Eskaton and/or the Facility, including but not limited to Quality Assurance Fees.

4. EXCLUDED ASSETS. The following Eskaton assets will be excluded from this Transaction ("Excluded Assets"):

a.

[REDACTED]

[REDACTED]

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

5. CLOSING DATE. The "Closing Date" of this transaction shall mean the first day of the month after the AG Approval (as defined below) has been acquired, or such later date after the expiration of the Due Diligence Period, as may be agreed between the parties.

6. DUE DILIGENCE AND EXCLUSIVITY. [REDACTED]

[REDACTED] Aspen shall be provided access to such information concerning the Facility or Acquired Assets and access to the Facility as Aspen requires so that Aspen, in its sole discretion, may confirm the assumptions of Aspen in executing this LOI and the subsequent Transaction Documents. Eskaton agrees to comply with Aspen's reasonable requests (with at least twenty-four (24) hours' notice for Facility access) for relevant documents, information, inventories and access to the Facility, including for physical inspections and the preparation of third party reports, including but not limited to appraisals, property condition assessments, and environmental report with respect to each Facility and underlying real property. Notwithstanding the foregoing, Aspen shall not undertake any invasive testing at any of the real properties or any Facility without first obtaining Eskaton's prior written consent thereto, which written consent shall not be unreasonably denied or withheld. Aspen and Eskaton agree to use good faith efforts to negotiate the Transaction Documents during the Due Diligence Period, it being understood that time is of the essence with respect to Aspen's due diligence requests to Eskaton and with respect to the negotiation and finalization of the Transaction Documents. At the end of the Due Diligence Period, Aspen, at its sole discretion, and without penalty or may choose to terminate the LOI and/or the Transaction Documents in writing or elect to proceed with this transaction. Should Aspen elect to terminate the transactions contemplated under this LOI prior to the Due Diligence Period, the Deposit shall be released to Aspen and the parties shall have no further obligations to proceed with the transactions contemplated under this LOI. Should Aspen elect to proceed with the Transaction beyond the Due Diligence Period, the Deposit shall continue to be held in Escrow and shall only be released on the Closing Date if Closing occurs to be applied to the Purchase Price. Notwithstanding the foregoing, from and after the end of the Due Diligence Period, the Deposit shall be refundable to Aspen, only if: (x) the AG Approval is not obtained; (y) the AG Approval is obtained, however such conditions listed in the AG Approval materially increases Aspen's financial burdens with respect to the Transaction; or (z) the Eskaton breaches its obligations under the forthcoming PSA.

7. CONDITIONS PRECEDENT. The following Conditions Precedent must be satisfied or waived by Aspen, in Aspen's sole and absolute discretion, prior to the Closing Date:

- a. Aspen shall have received adequate assurances that it will be able to obtain skilled nursing facility licenses ("New Licenses") issued by the California Department of Public Health ("CDPH") permitting Aspen to operate the Facilities.

Notwithstanding the foregoing, it is understood by the parties that the New Licenses are not expected to be received by Aspen by the Closing Date, and that Aspen and Eskaton will close on the transaction pursuant to the MOTA, whereby Aspen shall manage each Facility on behalf of each existing operator, and under each of the existing skilled nursing facility licenses and each Facility's existing Medicare, Medi-Cal and other third party provider agreements, pending Aspen's change of ownership application with CDPH for the New License. [REDACTED]

- b. Eskaton and Aspen shall have executed and entered into mutually agreeable Transaction Documents.
- c. Aspen's receipt of requested Due Diligence information, including, but not limited to inventories, operational information, environmental and seismic studies, building plans and surveys in the Eskaton's possession and Aspen's subsequent satisfactory completion of Due Diligence.
- d. No material adverse change in the condition or prospects of any Facility prior to the Closing Date.
- e. Completion of environmental, structural/engineering, appraisal, title, zoning and land survey acceptable to Aspen in its sole discretion.
- f. The Acquired Assets of the Facility shall be transferred free and clear of all liens and encumbrances.
- g. Eskaton shall have applied for, and the Attorney General of California shall have issued, written approval of the sale of the Facilities from Eskaton to Aspen (the "AG Approval") and provided further that any such conditions set forth in such AG Approval does not materially increase Aspen's financial burdens with respect to the Transaction. The PSA shall expressly provide, that should the AG Approval set forth conditions that materially increase Aspen's financial burdens with respect to the Transaction, Aspen shall have the option to terminate the transaction and receive a return of its Deposit.

8. **COVENANTS.** It is understood that the Transaction Documents will contain standard and usual covenants, conditions, representations, warranties and indemnifications. Additionally, Aspen has advised Eskaton that upon consummation of the Transaction that Aspen intends to obtain accounts receivable financing for the Facilities, and the PSA shall expressly provide that Eskaton shall reasonably cooperate with Aspen in obtaining such accounts receivable financing.

9. **BROKERS** [REDACTED]

10. PUBLIC ANNOUNCEMENTS. There shall be no public announcements regarding this transaction unless otherwise required by law, until the successful closing of the transactions contemplated under the Transaction Documents.

11. NO SHOP PROVISION. Until the later of the end of the Due Diligence Period or, if the Transaction Documents are executed, then until the Closing Date, Eskaton agrees to deal exclusively with Aspen with respect to the disposition of the Facilities and will cause the officers, directors, representatives and agents of Eskaton's not to solicit interest in, encourage, supply information in connection with, negotiate or entertain, directly or indirectly, any transaction involving:

- a. the acquisition of Facilities or any of the underlying real properties; or
- b. a business combination involving the Facilities; or
- c. the sale of any significant equity interest in the Facilities; or
- d. the sale of all or a significant portion of the Facilities or Acquired Assets to anyone.

12. EXPENSES. [REDACTED]

*(signatures on following page)*

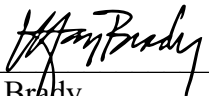
*Signature Page*  
*-Letter of Intent*

As indicated above, this LOI is intended to be a legal and partially binding agreement, enforceable in accordance with the provisions set forth in this LOI. If the above is consistent with your understanding and intent, please sign and return a copy of this LOI to me by fax, with the original to follow by overnight mail, at the above address by 5:00 p.m. Pacific Time on **December 30, 2022**. All offers and agreements under this LOI shall expire if not executed and returned by that date.

Very truly yours,

**ASPEN:**

Aspen Skilled Healthcare, Inc.

By:   
Name: Jay Brady  
Title: President

AGREED TO AND APPROVED:

**ESKATON:**

ESKATON PROPERTIES, INCORPORATED,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Schedule 1**

List of Facilities

<b><u>Facility Name &amp; Address</u></b>	<b><u># of Beds</u></b>
Eskaton Care Center Fair Oaks 11300 Fair Oaks Blvd., Fair Oaks, Ca 95628	149 licensed SNF Beds (148 operational SNF Beds)
Eskaton Care Center Manzanita 5318 Manzanita Ave., Carmichael, CA 95608	99 licensed SNF Beds (95 operational SNF Beds)
Eskaton Care Center Greenhaven 455 Florin Road Sacramento, CA 95831	148 licensed SNF Beds (148 operational SNF Beds)
<b>Total:</b>	396 licensed SNF Beds (391 operational SNF beds)

Aspen Skilled Healthcare, Inc.  
28202 Cabot Rd., Ste 412  
Laguna Niguel, CA 92677

Transact on Structure Q&A:

- A non-binding estimate of the cash acquisition value, as well as a brief description of the transaction structure; **Outlined in the attached LOI.**
- An indication of the source(s) of financing contemplated for the potential acquisition, including the proposed debt and equity structure, the availability of the proposed capital structure, and any contingencies with respect thereto; **Aspen will use internal cash along with debt financing with either one of our banking partners (White Oak or BOK) or one of several other private sources with whom we maintain relationships.**
- A specific list of additional information required to complete the investigation of the Portfolio; **Due Diligence list attached in separate excel file.**
- A list of corporate, shareholder or regulatory approvals required to consummate the transaction (if any); none. **Aspen is a privately held company with all owners already committed to this transaction.**
- The name of outside advisors (including legal representation) you have engaged or plan to engage (if any) to assist you in evaluating and documenting this transaction; **We will engage our transaction attorneys (Sternshein Law Group) and either Hooper Lundy Bookman or Hansen Bridgett, both are firms we have worked with recently on other similar CA Attorney General approved transactions.**
- A discussion of your organization's historical operating track record in California (including a list of properties operated in the state), as well as any other state(s) you operate in; **Aspen owns and operates 31 facilities in California. We have a professional organization with decades of experience operation snfs in California. Our track record and reputation with the Department of Health and among our peers is exemplary.**
- A discussion of how your organization arrived at the suggested value of the Portfolio; **We have internal underwriting capability combined with extensive California specific acquisition experience. We are happy to have a more detailed discussion if required.**
- A preliminary timetable required to consummate the transaction. **Aspen has the ability to close this deal within 90 days but anticipate it taking 7-9 months to clear all AG requirements.**



**SECTION 999.5(d)(11)(E)**

**18) Letter of Intent from Ensign Group dated December 15, 2022.**

December 15, 2022

VIA EMAIL TO [DRFYIE@ZIEGLER.COM](mailto:DRFYIE@ZIEGLER.COM)

Dan Revie  
Managing Director  
Ziegler  
312.307.5795

**Re: Letter of Intent for Eskaton Portfolio**

Dear Dan:

Please accept this letter as The Ensign Group's (herein "Ensign," "we," "us" or similar verbiage) preliminary, non-binding indication of interest to acquire substantially all of the assets described further below. We are pleased to present the following basic terms for an **asset transaction**, with full terms to set be forth in formal documents (the "Purchase Agreement") once we have come finalize the basic terms after further diligence and discussion with the seller. Please note that we have **no financing contingency** in this proposal; we have cash on hand sufficient to close any proposed transaction. The basic terms we would propose are:

**Facilities:** We propose to acquire the following facilities, together with all ancillary buildings, furnishings, fixtures, equipment, vehicles, inventory, supplies, contracts, intangibles and other assets currently held or used in connection therewith (the "Facilities"), but not including accounts receivable and usually-excluded assets and liabilities, which Current Operator (as defined below) will retain:

1. **Eskaton Care Center Fair Oaks**, a skilled nursing facility with 148 skilled nursing beds located at 11300 Fair Oaks Blvd, Fair Oaks, CA 95628; and
2. **Eskaton Care Center Greenhaven**, a skilled nursing facility with 148 skilled nursing beds located at 455 Florin Rd, Sacramento, CA 95831; and
3. **Eskaton Care Center Manzanita**, a skilled nursing facility with 95 skilled nursing beds located at 5318 Manzanita Ave, Carmichael, CA 95608.

**Buyer:** Wholly-owned holding subsidiaries of The Ensign Group, Inc., to be formed (the "Buyer").

**Purchase Price:**



**Title:** Title by warranty deed free of all encumbrances except current real estate taxes & assessments prorated per local custom, easements and CC&Rs of record; possession at close free of all leases, management agreements and occupants except current patients.

Seller to provide a current TLTA Owner's Policy of Title Insurance, FF&E, inventory, warranties thereon and other seller assets at the Facilities shall be transferred in-place and free of all encumbrances by Bill of Sale and Assignment (with warranties as to title but not condition or suitability).

**Transfer of Operations:**



Assignable vendor and service contracts, licenses, provider certifications, numbers and agreements, trade names, permits and other documents and intangibles related to the operation of the Facilities shall be transferred in-place by Bill of Sale and Assignment (with warranties as to title but not condition or suitability), under separate Operations Transfer Agreement (the "OTA") by current operator of the Facilities (the "Current Operator") to new operator to be designated by the Buyer (collectively, the "New Operator"). Current Operator shall reject or terminate contracts identified as undesirable by New Operator in its sole discretion. The OTA and Purchase Agreement shall be prepared by the Buyer, subject to reasonable comment by the Current Operator and seller, as applicable. Vehicles in use at the Facilities to be transferred lien-free to the New Operator by delivery of signed title and keys.

**Condition; Maintenance of Operations and Physical Plant:**

The transfer shall be on an "AS-IS, WHERE-IS" basis, without seller warranty or representation except as to customary representations surrounding ownership and title and knowledge-based representations regarding certain other ownership related items. Until closing, seller will cause Current Operator to operate the Facilities in substantial compliance with law and the requirements for continuing licensure, admit residents, and maintain in force all worker's comp, general/professional liability, and property/casualty insurance. Operating revenues and expenses will be prorated as of closing; Current Operator will indemnify Buyer and New Operator for all pre-transfer liabilities, expenses and overpayments, and New Operator will indemnify Current Operator for all post-transfer liabilities and expenses.

**Contingencies:**



**Fees & Costs:**

Seller and Buyer shall each be responsible for their own broker's fees and commissions, if any. Buyer has used no broker in this transaction. Each party shall bear its own transaction costs including, without limitation, attorney fees.

**Exclusivity:** Upon acceptance of this letter of intent, seller will not enter into any other term sheet, LOI or definitive agreement regarding the sale, lease or management of the Facilities

[REDACTED]

**Non-Binding:** Other than the sections titled "Exclusivity" and "Entire Agreement" (collectively, the "Binding Provisions"), this letter does not constitute and will not give rise to any legally binding obligation on the part of either Buyer or seller. Except as expressly provided in the Binding Provisions (or as expressly provided in any binding written agreement that Buyer and seller or their respective affiliates may enter into in the future), no past or future action, course of conduct or action, or failure to act relating to the proposed transaction, or relating to the negotiation of the terms of the proposed transaction or the OTA, will give rise to or serve as a basis for any obligation or other liability on the part of Buyer or seller.

**Entire Agreement:** The Binding Provisions constitute the entire agreement between Buyer and seller, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between Buyer and seller on the subject matter of this letter. The Binding Provisions may only be amended or modified in writing by both seller and Buyer. This letter may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile or email transmission of a true scanned copy of any signed original counterpart transmission shall be deemed the same as the delivery of an original.

*[continued on following page]*

Of course, this proposal is not comprehensive, and is not an offer to enter into any kind of transaction; it is merely an attempt to identify basic business terms upon which a definitive offer could be made and accepted. These terms are not to be binding on us or your client unless and until they are incorporated into a definitive set of fully-executed purchase and transfer documents to be negotiated and executed hereafter. We also note that we have not had an opportunity to visit the property to date and we reserve the right to amend our offer in all respects upon completion of our site visit.

If the terms contained in this letter are acceptable, please so indicate by signing, dating and scanning a copy of this letter back to us on or before **December 30, 2022**. We will then work with you to quickly complete the due diligence and prepare actual documents.

We appreciate the opportunity to work with you on this unique opportunity. Please call if you have questions, or if we can be of service to you in any way.

Sincerely,  
THE ENSIGN GROUP, INC.



By: Chad Keetch  
Its: CIO, EVP & Secretary

APPROVED:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

cc: Barry Port  
Suzanne Snapper  
Ian Allen  
Craig Fitch

**SECTION 999.5(d)(11)(E)**

**19) Letter of Intent from Generations Healthcare dated  
December 21, 2022.**

December 21, 2022  
Dan Revie  
Ziegler Capital Markets Group

RE: LETTER OF INTENT TO PURCHASE THREE ESKATON SKILLED NURSING FACILITY LOCATED IN SACRAMENTO, CALIFORNIA. THIS PURCHASE INCLUDES FACILITIES IN FAIR OAKS, GREENHAVEN, AND MANZANITA.

Dear Mr. Revie:

This Letter of Intent serves as an offer to purchase the above referenced property and sets forth the general terms. This offer is non-binding until the execution of the formal Purchase and Sales Agreement.

1. **SELLER:** ESKATON CARE CENTERS or affiliated company
2. **TENANT:** Generations Healthcare or assignee
3. **PROPERTY:** Eskaton Care Center Fair Oaks, 11300 Fair Oaks Blvd, Fair Oaks, CA 95628  
Eskaton Care Center Greenhaven 455 Florin Rd., Sacramento, CA 95831  
Eskaton Care Center Manzanita 5318 Manzanita Ave., Carmichael, CA 95608
4. **PURCHASE PRICE:** [REDACTED]
5. **PURCHASE TERMS:** [REDACTED]
6. **PURCHASE DEPOSIT:** [REDACTED]
7. **STAFF DURING DUE DILIGENCE:** Current operator to use their best efforts to retain staff during the Due Diligence Period while the new Tenant does their review.
8. **CONTRACT TIMING:** Within Five (5) business days after mutual execution of the Letter of Intent, Landlord shall prepare a complete Purchase and Sale Agreement ("PSA") for review and execution by Seller and Buyer.
9. **DUE DILIGENCE PERIOD:** Buyer shall have [REDACTED] from execution of the PSA to perform inspections, tests and to conduct any and all due diligence as Buyer may desire in its absolute discretion at Buyer's sole expense. Buyer may cancel this transaction by written notice at any time during the Due Diligence Period for any reason in its sole and absolute discretion.
10. **SELLERS DOCUMENTS:** Seller shall provide to Buyer, [REDACTED] accepting the LOI, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of the Seller. Buyer to submit a due diligence list to Seller in conjunction with the PSA.
11. **OPERATION of the PROPERTY:** During the pendency of this transaction, Seller agrees to refrain from entering into any leases, contracts or modifications to the same that affect the Properties.
12. **OPERATIONS TRANSFER AGREEMENT:** Within thirty (30) business days after mutual execution of the PSA, Landlord shall prepare a complete Operations Transfer Agreement ("OTA") for review by Seller, which allows Buyer to operate and bill under the Current Tenant's licensure and provider numbers.
13. **BROKER:** Seller shall pay any Broker commission per separate agreement.

14. **REPRESENTATIONS & WARRANTIES:** Seller represents to Buyer that Seller has no actual knowledge regarding any violations of applicable codes, laws and statutes relating to the Property, including, but not limited to, building codes, all seismic codes and any environmental law. This representation shall not give rise to any duty of inquiry on the part of Seller but is limited to Seller's actual knowledge.
  
15. **CONFIDENTIALITY:** Buyer and Seller agree that all terms of this Letter of Intent and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of Buyer and Seller and those parties necessary to the transaction.

**SIGNATURE PAGE TO FOLLOW**



It is expressly agreed by Seller and Buyer that this Letter of Intent is non-binding on Buyer and Seller, and Buyer and Seller will have no contractual obligation to sell the Property's prior to the execution and delivery of the PSA. No legal obligation is intended to be created by this Letter of Intent or by any written or oral statements, negotiations or promises between the parties hereto, directly or through any representatives with the exception of statements and promises expressly set forth in the PSA. Moreover, this Letter of Intent will not give rise to any rights based on any legal theory, it being intended that only the subsequent formal written PSA, executed and delivered by both parties hereof, will bind the parties with respect to any matter covered by this Letter of Intent. If this Letter of Intent is not executed by both parties in ten (10) days, it will expire.

Respectfully submitted:

Tom Olds  
Generations Healthcare  
A California limited liability company

BY: Thomas Olds, Jr.

Date: 12/23/22

ACCEPTED AND AGREED TO:

Eskaton Senior Living

BY \_\_\_\_\_

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

**SECTION 999.5(d)(11)(F)**

**(F) The applicant's prior two annual audited financial statements, the applicant's most current unaudited financial statement, business projection data and current capital asset valuation data.**

Attached are the following financial information for Eskaton:

1. FY 2022 current unaudited financial statements, as of December 31, 2022;
2. FY 2021 audited consolidated financial statements;
3. FY 2020 audited consolidated financial statements.

Please note that information pertaining to other facilities not involved in this transaction has been redacted.

**SECTION 999.5(d)(11)(F)**

**1) FY 2022 current unaudited financial statements, as of  
December 31, 2022**



**STATEMENTS OF REVENUES & EXPENSES,  
STATISTICS AND BALANCE SHEETS**

**DECEMBER 2022**

Eskaton  
Statements of Revenues and Expenses,  
Statistics and Balance Sheets

December 2022

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**Eskaton Consolidated  
Statement of Revenues & Expenses  
For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
			<b>Operating Revenues</b>			
12,184,028	13,520,757	(1,336,729)	Routine Revenues	136,868,441	153,276,505	(16,408,064)
983,857	1,459,466	(475,609)	Ancillary Revenues	11,742,131	15,701,029	(3,958,898)
(1,061,122)	(793,617)	(267,505)	Contractual Allowances	(9,499,962)	(8,729,420)	(770,542)
1,771,694	1,635,481	136,213	Other Operating Revenues	17,246,423	19,008,560	(1,762,137)
<u>13,878,457</u>	<u>15,822,087</u>	<u>(1,943,630)</u>	Net Operating Revenues	<u>156,357,033</u>	<u>179,256,674</u>	<u>(22,899,641)</u>
			<b>Operating Expenses</b>			
7,822,197	7,539,608	(282,589)	Salaries (Prod & Non-Prod)	83,984,404	87,975,198	3,990,794
1,234,705	2,287,077	1,052,372	Employee Benefits	19,253,559	26,933,123	7,679,564
1,665,349	261,551	(1,403,798)	Registry	11,419,063	3,331,397	(8,087,666)
238,009	119,045	(118,964)	Professional Fees	1,629,225	1,432,473	(196,752)
839,825	569,132	(270,693)	Supplies	7,613,381	6,601,414	(1,011,967)
1,381,212	1,112,468	(268,744)	Purchased Services	13,828,423	13,272,517	(555,906)
306,021	353,282	47,261	Ancillary Costs	3,199,696	3,883,498	683,802
612,672	523,509	(89,163)	Utilities	6,327,553	6,235,656	(91,897)
944,548	897,688	(46,860)	Insurance & Other	9,599,633	10,246,201	646,568
(2,236)	11,671	13,907	Foundation Contributions	(26,798)	137,552	164,350
<u>15,042,302</u>	<u>13,675,031</u>	<u>(1,367,271)</u>	Total Operating Expenses	<u>156,828,139</u>	<u>160,049,029</u>	<u>3,220,890</u>
<u>(1,163,845)</u>	<u>2,147,056</u>	<u>(3,310,901)</u>	Operating Margin	<u>(471,106)</u>	<u>19,207,645</u>	<u>(19,678,751)</u>
			<b>Fixed Expenses</b>			
5,328	5,236	(92)	Leases	68,004	62,785	(5,219)
861,880	818,634	(43,246)	Depreciation	10,484,052	10,226,355	(257,697)
17,460	19,115	1,655	Amortization	215,710	229,380	13,670
425,427	357,413	(68,014)	Interest Expense	4,764,327	4,423,912	(340,415)
2,000	4,400	2,400	Other Financing Fees	45,953	49,896	3,943
<u>1,312,095</u>	<u>1,204,798</u>	<u>(107,297)</u>	Total Fixed Expenses	<u>15,578,046</u>	<u>14,992,328</u>	<u>(585,718)</u>
<u>(2,475,940)</u>	<u>942,258</u>	<u>(3,418,198)</u>	Net Operating Income	<u>(16,049,152)</u>	<u>4,215,317</u>	<u>(20,264,469)</u>
			<b>Nonoperating:</b>			
(2,142,952)	316,939	(2,459,891)	Investment Income/(Loss)	(14,724,155)	3,803,268	(18,527,423)
			Gain (Loss) on Early Repayment of Debt	(259,254)		(259,254)
(31,067)		(31,067)	Gain (Loss) on Disposal of Assets	(953)		(953)
(5,550)	(44,207)	38,657	Swap Valuation Adjustment	2,400,926		2,400,926
95,252		95,252	Swap Payments/Receipts	(360,746)	(551,483)	190,737
<u>(2,084,317)</u>	<u>272,732</u>	<u>(2,357,049)</u>	Other Non-Operating	201,161		201,161
<u>(4,560,257)</u>	<u>1,214,990</u>	<u>(5,775,247)</u>	Total Nonoperating	<u>(12,743,021)</u>	<u>3,251,785</u>	<u>(15,994,806)</u>
			<b>NET INCOME</b>	<u><b>(28,792,173)</b></u>	<u><b>7,467,102</b></u>	<u><b>(36,259,275)</b></u>

**Eskaton Home Office**  
**Statement of Revenues & Expenses**  
**For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
321,184	368,562	(47,378)	<b>Operating Revenues</b>			
321,184	368,562	(47,378)	Other Operating Revenues	3,782,066	4,244,230	(462,164)
			Net Operating Revenues	3,782,066	4,244,230	(462,164)
			<b>Operating Expenses</b>			
922,133	852,135	(69,998)	Salaries (Prod & Non-Prod)	9,938,314	10,173,829	235,515
(765,577)	270,726	1,036,303	Employee Benefits	(3,159,832)	3,344,028	6,503,860
163,256	63,979	(99,277)	Professional Fees	1,065,191	767,748	(297,443)
56,744	38,874	(17,870)	Supplies	391,019	458,758	67,739
340,571	224,210	(116,361)	Purchased Services	2,792,305	2,695,271	(97,034)
21,110	18,883	(2,227)	Utilities	256,328	221,360	(34,968)
191,943	168,828	(23,115)	Insurance & Other	1,165,350	1,995,486	830,136
(827,592)	(833,265)	(5,673)	Support Services Allocation	(9,468,930)	(9,421,155)	47,775
102,588	804,370	701,782	Total Operating Expenses	2,979,745	10,235,325	7,255,580
218,596	(435,808)	654,404	Operating Margin	802,321	(5,991,095)	6,793,416
			<b>Fixed Expenses</b>			
2,941	2,941		Leases	34,647	34,647	
25,348	21,875	(3,473)	Depreciation	321,587	303,169	(18,418)
938	1,097	159	Amortization	12,526	13,164	638
37,092	36,234	(858)	Interest Expense	455,854	451,803	(4,051)
37		(37)	Other Financing Fees	4,765	6,342	1,577
66,356	62,147	(4,209)	Total Fixed Expenses	829,379	809,125	(20,254)
152,240	(497,955)	650,195	Net Operating Income	(27,058)	(6,800,220)	6,773,162
			<b>Nonoperating:</b>			
(1,754,037)	228,334	(1,982,371)	Investment Income/(Loss)	(10,803,647)	2,740,008	(13,543,655)
99,431		99,431	Gain (Loss) on Early Repayment of Debt	(9,587)		(9,587)
(1,654,606)	228,334	(1,882,940)	Other Non-Operating	201,635		201,635
(1,502,366)	(269,621)	(1,232,745)	Total Nonoperating	(10,611,599)	2,740,008	(13,351,607)
			<b>NET INCOME</b>	(10,638,657)	(4,060,212)	(6,578,445)

**Eskaton Care Center Manzanita**  
**Statement of Revenues & Expenses**  
**For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
			<b>Operating Revenues</b>			
1,051,088	1,165,569	(114,481)	Routine Revenues	9,842,600	12,652,712	(2,810,112)
270,945	291,539	(20,594)	Ancillary Revenues	2,406,919	3,217,257	(810,338)
(91,350)	(106,082)	14,732	Contractual Allowances	(1,146,887)	(1,033,426)	(113,461)
3,153	2,901	252	Other Operating Revenues	26,609	32,615	(6,006)
<u>1,233,836</u>	<u>1,353,927</u>	<u>(120,091)</u>	Net Operating Revenues	<u>11,129,241</u>	<u>14,869,158</u>	<u>(3,739,917)</u>
			<b>Operating Expenses</b>			
681,070	704,697	23,627	Salaries (Prod & Non-Prod)	7,300,565	7,852,647	552,082
212,723	216,138	3,415	Employee Benefits	2,350,503	2,413,750	63,247
178,489	6,500	(171,989)	Registry	919,965	248,000	(671,965)
8,653	13,031	4,378	Professional Fees	110,196	156,376	46,180
55,284	45,699	(9,585)	Supplies	573,050	523,851	(49,199)
31,732	16,757	(14,975)	Purchased Services	274,991	204,341	(70,650)
76,379	86,256	9,877	Ancillary Costs	714,164	950,368	236,204
32,517	28,137	(4,380)	Utilities	317,561	332,209	14,648
83,597	91,112	7,515	Insurance & Other	954,079	991,229	37,150
81,536	81,536		Support Services Allocation	895,750	895,750	
<u>1,441,980</u>	<u>1,289,863</u>	<u>(152,117)</u>	Total Operating Expenses	<u>14,410,824</u>	<u>14,568,521</u>	<u>157,697</u>
<u>(208,144)</u>	<u>64,064</u>	<u>(272,208)</u>	Operating Margin	<u>(3,281,583)</u>	<u>300,637</u>	<u>(3,582,220)</u>
			<b>Fixed Expenses</b>			
16,190	19,172	2,982	Depreciation	190,729	214,509	23,780
122	343	221	Amortization	3,235	4,116	881
1,850	653	(1,197)	Interest Expense	13,759	8,076	(5,683)
52		(52)	Other Financing Fees	484	433	(51)
<u>18,214</u>	<u>20,168</u>	<u>1,954</u>	Total Fixed Expenses	<u>208,207</u>	<u>227,134</u>	<u>18,927</u>
<u>(226,358)</u>	<u>43,896</u>	<u>(270,254)</u>	Net Operating Income	<u>(3,489,790)</u>	<u>73,503</u>	<u>(3,563,293)</u>
			<b>Nonoperating:</b>			
			Gain (Loss) on Early Repayment of Debt	(13,389)		(13,389)
			Total Nonoperating	<u>(13,389)</u>		<u>(13,389)</u>
<u>(226,358)</u>	<u>43,896</u>	<u>(270,254)</u>	<b>NET INCOME</b>	<u>(3,503,179)</u>	<u>73,503</u>	<u>(3,576,682)</u>



**Eskaton Care Center Fair Oaks**  
**Statement of Revenues & Expenses**  
**For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
			<b>Operating Revenues</b>			
1,513,569	1,650,688	(137,119)	Routine Revenues	17,026,841	19,015,744	(1,988,903)
239,466	338,752	(99,286)	Ancillary Revenues	3,309,936	3,700,981	(391,045)
(499,167)	(209,396)	(289,771)	Contractual Allowances	(3,210,285)	(2,314,803)	(895,482)
268	900	(632)	Other Operating Revenues	7,762	10,800	(3,038)
1,254,136	1,780,944	(526,808)	Net Operating Revenues	17,134,254	20,412,722	(3,278,468)
			<b>Operating Expenses</b>			
972,500	879,179	(93,321)	Salaries (Prod & Non-Prod)	10,297,423	10,311,904	14,481
274,576	265,994	(8,582)	Employee Benefits	3,148,452	3,143,291	(5,161)
579,929	73,300	(506,629)	Registry	2,064,754	879,600	(1,185,154)
10,108	5,615	(4,493)	Professional Fees	85,094	67,384	(17,710)
108,648	70,718	(37,930)	Supplies	943,590	830,384	(113,206)
20,974	29,761	8,787	Purchased Services	351,415	386,575	35,160
83,894	73,837	(10,057)	Ancillary Costs	790,888	814,491	23,603
34,219	32,962	(1,257)	Utilities	361,026	379,193	18,167
119,906	130,857	10,951	Insurance & Other	1,429,640	1,489,449	59,809
107,157	107,157		Support Services Allocation	1,228,363	1,228,363	
2,311,911	1,669,380	(642,531)	Total Operating Expenses	20,700,645	19,530,634	(1,170,011)
(1,057,775)	111,564	(1,169,339)	Operating Margin	(3,566,391)	882,088	(4,448,479)
			<b>Fixed Expenses</b>			
25,338	24,875	(463)	Depreciation	306,830	298,628	(8,202)
447	1,259	812	Amortization	11,861	15,108	3,247
6,786	2,393	(4,393)	Interest Expense	50,457	29,604	(20,853)
189		(189)	Other Financing Fees	1,775	1,585	(190)
32,760	28,527	(4,233)	Total Fixed Expenses	370,923	344,925	(25,998)
(1,090,535)	83,037	(1,173,572)	Net Operating Income	(3,937,314)	537,163	(4,474,477)
			<b>Nonoperating:</b>			
			Gain (Loss) on Early Repayment of Debt	(49,099)		(49,099)
			Total Nonoperating	(49,099)		(49,099)
(1,090,535)	83,037	(1,173,572)	<b>NET INCOME</b>	(3,986,413)	537,163	(4,523,576)

**Eskaton Care Center Greenhaven**  
**Statement of Revenues & Expenses**  
**For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
			<b>Operating Revenues</b>			
1,290,019	1,811,640	(521,621)	Routine Revenues	16,317,854	20,157,690	(3,839,836)
113,439	290,294	(176,855)	Ancillary Revenues	1,822,365	2,978,389	(1,156,024)
(315,426)	(372,383)	56,957	Contractual Allowances	(4,318,720)	(4,121,725)	(196,995)
734	295	439	Other Operating Revenues	7,467	3,540	3,927
<u>1,088,766</u>	<u>1,729,846</u>	<u>(641,080)</u>	Net Operating Revenues	<u>13,828,966</u>	<u>19,017,894</u>	<u>(5,188,928)</u>
			<b>Operating Expenses</b>			
880,016	818,684	(61,332)	Salaries (Prod & Non-Prod)	9,179,441	9,537,680	358,239
254,469	248,258	(6,211)	Employee Benefits	2,876,164	2,913,450	37,286
195,319	72,300	(123,019)	Registry	3,085,252	867,600	(2,217,652)
5,491	5,385	(106)	Professional Fees	54,310	63,916	9,606
95,925	59,085	(36,840)	Supplies	859,429	690,166	(169,263)
(159)	24,560	24,719	Purchased Services	314,137	297,368	(16,769)
45,848	85,989	40,141	Ancillary Costs	651,574	906,336	254,762
31,311	29,345	(1,966)	Utilities	347,081	353,967	6,886
105,051	131,570	26,519	Insurance & Other	1,351,252	1,458,329	107,077
104,091	104,091		Support Services Allocation	1,144,675	1,144,675	
<u>1,717,362</u>	<u>1,579,267</u>	<u>(138,095)</u>	Total Operating Expenses	<u>19,863,315</u>	<u>18,233,487</u>	<u>(1,629,828)</u>
<u>(628,596)</u>	<u>150,579</u>	<u>(779,175)</u>	Operating Margin	<u>(6,034,349)</u>	<u>784,407</u>	<u>(6,818,756)</u>
			Fixed Expenses			
26,442	24,108	(2,334)	Depreciation	319,219	314,500	(4,719)
534	1,502	968	Amortization	14,151	18,024	3,873
8,095	2,855	(5,240)	Interest Expense	60,196	35,319	(24,877)
226		(226)	Other Financing Fees	2,117	1,891	(226)
<u>35,297</u>	<u>28,465</u>	<u>(6,832)</u>	Total Fixed Expenses	<u>395,683</u>	<u>369,734</u>	<u>(25,949)</u>
<u>(663,893)</u>	<u>122,114</u>	<u>(786,007)</u>	Net Operating Income	<u>(6,430,032)</u>	<u>414,673</u>	<u>(6,844,705)</u>
			Nonoperating:			
			Gain (Loss) on Early Repayment of Debt	(58,576)		(58,576)
			Total Nonoperating	<u>(58,576)</u>		<u>(58,576)</u>
<u>(663,893)</u>	<u>122,114</u>	<u>(786,007)</u>	NET INCOME	<u>(6,488,608)</u>	<u>414,673</u>	<u>(6,903,281)</u>

**Consolidated Eliminations  
Statement of Revenues & Expenses  
For the Twelve Months Ending December 31, 2022**

Actual	Current Month Budget	Favorable (Unfavorable) Variance		Actual	Year-To-Date Budget	Favorable (Unfavorable) Variance
(36,256)	(8,244)	(28,012)				
(36,256)	(8,244)	(28,012)				
(31,041)	(2,929)	28,112				
(31,041)	(2,929)	28,112				
(5,215)	(5,315)	100				
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**ESKATON CARE CENTERS**  
**STATISTICS REPORT**  
December 2022

	Eskaton Care Center MANZANITA			Eskaton Care Center FAIR OAKS			Eskaton Care Center GREENHAVEN			TOTAL Care Centers		
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR</u>
<b>PATIENT DAYS</b>												
Private Pay	132	93	39	396	186	210	89	217	(128)	617	496	121
Complex Care	0	217	(217)	0	0	0	0	0	0	0	217	(217)
Other Managed Care	665	527	138	684	775	(91)	271	713	(442)	1,620	2,015	(395)
Medicare	252	124	128	141	310	(169)	124	310	(186)	517	744	(227)
Medi-Cal	1,176	1,581	(405)	2,290	2,790	(500)	2,374	2,697	(323)	5,840	7,068	(1,228)
Pace/Hospice/Respite	117	62	55	217	62	155	68	155	(87)	402	279	123
<b>TOTAL</b>	<b>2,342</b>	<b>2,604</b>	<b>(262)</b>	<b>3,728</b>	<b>4,123</b>	<b>(395)</b>	<b>2,926</b>	<b>4,092</b>	<b>(1,166)</b>	<b>8,996</b>	<b>10,819</b>	<b>(1,823)</b>
<b>AVERAGE DAILY CENSUS</b>	<b>75.5</b>	<b>84.0</b>	<b>(8.5)</b>	<b>120.3</b>	<b>133.0</b>	<b>(12.7)</b>	<b>94.4</b>	<b>132.0</b>	<b>(37.6)</b>	<b>290.2</b>	<b>349.0</b>	<b>(58.8)</b>
<b>% OCCUPANCY</b>	<b>79.5%</b>	<b>88.4%</b>	<b>-8.9%</b>	<b>81.3%</b>	<b>89.9%</b>	<b>-8.6%</b>	<b>63.8%</b>	<b>89.2%</b>	<b>-25.4%</b>	<b>74.2%</b>	<b>89.3%</b>	<b>-15.1%</b>
<b>PATIENT MIX</b>												
Private	5.6%	3.6%	2.1%	10.6%	4.5%	6.1%	3.0%	5.3%	-2.3%	6.9%	4.6%	2.3%
Complex Care	0.0%	8.3%	-8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%	-2.0%
Managed Care	28.4%	20.2%	8.2%	18.3%	18.8%	-0.4%	9.3%	17.4%	-8.2%	18.0%	18.6%	-0.6%
Medicare	10.8%	4.8%	6.0%	3.8%	7.5%	-3.7%	4.2%	7.6%	-3.3%	5.7%	6.9%	-1.1%
Medi-Cal	50.2%	60.7%	-10.5%	61.4%	67.7%	-6.2%	81.1%	65.9%	15.2%	64.9%	65.3%	-0.4%
Pace/Hospice/Respite	5.0%	2.4%	2.6%	5.8%	1.5%	4.3%	2.3%	3.8%	-1.5%	4.5%	2.6%	1.9%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>
<b>ADMISSIONS</b>	61			45			21			127		
<b>DISCHARGES</b>	43			55			32			130		
<b>LABOR</b>												
Average FTE's (worked hrs)	94.25	121.05	(26.80)	132.37	166.96	(34.59)	131.49	158.96	(27.47)	358.12	446.97	(88.85)
New Hires	14			14			14			42		
Terminations	16			9			1			26		

**ESKATON CARE CENTERS**  
**STATISTICS REPORT**  
YTD through December 2022

	Eskaton Care Center MANZANITA			Eskaton Care Center FAIR OAKS			Eskaton Care Center GREENHAVEN			TOTAL Care Centers		
	ACTUAL	BUDGET	VAR	ACTUAL	BUDGET	VAR	ACTUAL	BUDGET	VAR	ACTUAL	BUDGET	VAR
<b>PATIENT DAYS</b>												
Private	1,145	1,095	50	4,775	2,190	2,585	1,164	2,555	(1,391)	7,084	5,840	1,244
Complex Care	254	2,555	(2,301)	187	0	187	0	0	0	441	2,555	(2,114)
Managed Care	4,404	5,658	(1,254)	8,006	8,581	(575)	4,311	7,428	(3,117)	16,721	21,667	(4,946)
Medicare	3,054	1,370	1,684	1,966	3,257	(1,291)	1,251	3,017	(1,766)	6,271	7,644	(1,373)
Medi-Cal	11,646	16,889	(5,243)	24,991	32,850	(7,859)	29,825	30,907	(1,082)	66,462	80,646	(14,184)
Pace/Hospice/Respite	946	671	275	1,958	730	1,228	798	1,825	(1,027)	3,702	3,226	476
<b>TOTAL</b>	<b>21,449</b>	<b>28,238</b>	<b>(6,789)</b>	<b>41,883</b>	<b>47,608</b>	<b>(5,725)</b>	<b>37,349</b>	<b>45,732</b>	<b>(8,383)</b>	<b>100,681</b>	<b>121,578</b>	<b>(20,897)</b>
<b>AVERAGE DAILY CENSUS</b>	<b>58.8</b>	<b>77.4</b>	<b>(18.6)</b>	<b>114.7</b>	<b>130.4</b>	<b>(15.7)</b>	<b>102.3</b>	<b>125.3</b>	<b>(23.0)</b>	<b>275.8</b>	<b>333.1</b>	<b>(57.2)</b>
<b>% OCCUPANCY</b>	<b>61.9%</b>	<b>81.4%</b>	<b>-19.5%</b>	<b>77.5%</b>	<b>88.1%</b>	<b>-10.6%</b>	<b>69.1%</b>	<b>84.7%</b>	<b>-15.6%</b>	<b>70.5%</b>	<b>85.2%</b>	<b>-14.7%</b>
<b>PATIENT MIX</b>												
Private	5.3%	3.9%	1.5%	11.4%	4.6%	6.8%	3.1%	5.6%	-2.5%	7.0%	4.8%	2.2%
Complex Care	1.2%	9.0%	-7.9%	0.4%	0.0%	0.4%	0.0%	0.0%	0.0%	0.4%	2.1%	-1.7%
Managed Care	20.5%	20.0%	0.5%	19.1%	18.0%	1.1%	11.5%	16.2%	-4.7%	16.6%	17.8%	-1.2%
Medicare	14.2%	4.9%	9.4%	4.7%	6.8%	-2.1%	3.3%	6.6%	-3.2%	6.2%	6.3%	-0.1%
Medi-Cal	54.3%	59.8%	-5.5%	59.7%	69.0%	-9.3%	79.9%	67.6%	12.3%	66.0%	66.3%	-0.3%
Pace/Hospice/Respite	4.4%	2.4%	2.0%	4.7%	1.5%	3.2%	2.1%	4.0%	-1.9%	3.7%	2.7%	1.0%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>
<b>BEGINNING BALANCES</b>	48			111			100			259		
<b>ADMISSIONS</b>	515			606			334			1,455		
<b>DISCHARGES</b>	486			600			341			1,427		
<b>ENDING BALANCES</b>	77			117			93			287		
<b>LABOR</b>												
Average FTE's (worked hrs)	92.94	115.32	(22.38)	124.93	166.96	(42.03)	119.92	157.56	(37.64)	337.79	439.84	(102.05)
New Hires	72			103			94			269		
Terminations	60			89			71			220		

**Eskaton Consolidated**  
**DAYS REVENUE IN ACCOUNTS RECEIVABLE**  
**For the Three Months Ending December 31, 2022**

Community	Current Period			December 2021		
	A/R	Avg Daily Revenue	Days in A/R	A/R	Avg Daily Revenue	Days in A/R
<b>Health Services:</b>						
Eskaton Care Center Manzanita	\$ 2,775,915	\$ 36,439	76.18	\$ 1,473,360	\$ 30,512	48.29
Eskaton Care Center Fair Oaks	3,035,548	49,900	60.83	1,687,748	48,996	34.45
Eskaton Care Center Greenhaven	1,604,131	42,641	37.62	1,200,136	37,731	31.81
<b>Residential Services:</b>						
<b>Other:</b>						
Home Office	-	10,327	.00	61,925	11,658	5.31
	<b>835,211</b>	<b>19,799</b>	<b>42.18</b>	<b>888,396</b>	<b>21,795</b>	<b>40.76</b>
<b>TOTAL CONSOLIDATED</b>	<b>11,759,449</b>	<b>427,856</b>	<b>27.48</b>	<b>8,835,467</b>	<b>398,290</b>	<b>22.18</b>

**Eskaton Consolidated  
Consolidated Net Assets Report  
For the Twelve Months Ending December 31, 2022**

Unrestricted net assets:	
Net Operating Income (excluding contributions)	(\$16,176,784)
Net assets released from restriction used for operations	263,146
Net assets released from restriction used for purchase of property & equipment	
Interest and dividend income	1,583,562
Realized gain/(losses) on investments (net of fees)	1,812,312
Unrealized gains/(losses) on investments	(17,805,443)
Charitable gift annuity valuation adjustment	(441)
Swap valuation adjustment	2,400,926
Transfers to Temporarily Restricted	(200,554)
Swap payments/(receipts)	(360,746)
Gain/(loss) on sale of asset	(953)
Loss on Early Repayment of Debt	(259,254)
Other non-operating income	201,635
	-----
Increase/(Decrease) in unrestricted net assets	(28,542,594)
Unrestricted net assets, beginning of year	90,830,162
	-----
Unrestricted net assets at period end	62,287,568
	=====
Temporarily restricted net assets:	
Contributions	127,633
Transfers from Unrestricted	200,554
Net assets released from restriction used for operations	(263,146)
Net assets released from restriction used for purchase of property & equipment	
Interest and dividend income	33,221
Realized gain/(losses) on investments (net of fees)	67,151
Unrealized gains/(losses) on investments	(405,418)
Changes in assets held in trust by others	(9,539)
Charitable gift annuity valuation adjustment	(33)
	-----
Increase/(Decrease) in temporarily restricted net assets	(249,577)
Temporarily restricted net assets, beginning of year	5,632,355
	-----
Temporarily restricted net assets at period end	5,382,778
	=====
Permanently restricted net assets:	
Contributions	
Interest and dividend income	
Changes in assets held in trust by others	
Charitable gift annuity valuation adjustment	
	-----
Increase/(Decrease) in permanently restricted net assets	
Permanently restricted net assets, beginning of year	782,755
	-----
Permanently restricted net assets at period end	782,755
	=====
Increase/(Decrease) in net assets	(28,792,171)
Net assets, beginning of year	97,245,272
	-----
Net assets at period end	68,453,101
	=====

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**ESKATON**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
**YEAR TO DATE DECEMBER 31, 2022**

Cash flows from operating activities:		
Increase (decrease) in net assets		\$ (28,792,173)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	10,484,052	
Amortization of deferred financing costs	215,710	
Amortization of CCRC contracts	(2,116,360)	
Loss on early repayment of long-term debt	259,254	
Net investment (gains) losses	14,724,155	
(Gain)/loss on disposal of property and equipment	953	
Change in fair value of interest rate swap agreements	(2,400,926)	
Provision for uncollectible accounts	1,349,419	
CCRC resales of refundable contracts	777,000	
Sales of CCRC contracts	2,901,000	
Change in accounts receivable	(3,788,660)	
Change in other receivables	35,366	
Change in inventories	(41,833)	
Change in deposits and prepaid expenses	177,405	
Change in other assets	604,582	
Change in accounts payable	3,694,078	
Change in accrued liabilities	1,673,795	
Change in workers' compensation liability	(2,162,061)	
Change in unfunded pension obligation	2,093,534	
Change in unamortized CCRC contracts	(497,062)	
Change in other liabilities	(22,912)	
	<u>27,960,490</u>	
Total adjustments		27,960,490
Net cash provided by (used in) operating activities		(831,684)
Cash flows from investing activities:		
Net sales/(purchases) of assets limited as to use	(980,996)	
Net sales/(purchases) of investments	12,955,330	
Investment in Ziegler Link-Age Fund	(65,625)	
Proceeds from sale of property and equipment	2,500	
Village Carmichael renovation project	(304,124)	
Expenditures for property and equipment	(6,536,760)	
Net decrease/(increase) in investment in Placerville Cottages	38,438	
	<u>5,108,763</u>	
Net cash provided by (used in) investing activities		5,108,763
Cash flows from financing activities:		
CCRC contracts refunded	(136,822)	
Change in deposits on unoccupied CCRC units	(90,325)	
Proceeds from issuance of 2022 bonds	24,109,000	
Principal paid to refinance 2006 and 2008A bonds	(23,625,000)	
Payment of bond issuance costs	(616,849)	
Principal payments on long-term debt	(5,451,159)	
Interest rate swap payments	(360,746)	
	<u>(6,171,901)</u>	
Net cash provided by (used in) financing activities		(6,171,901)
Net increase (decrease) in cash		(1,894,821)
Cash and cash equivalents at beginning of year		<u>16,392,101</u>
Cash and cash equivalents at December 31, 2022		<u>\$ 14,497,280</u>

Key Financial Indicators (Obligated Group)	12/31/21	12/31/22	Fitch Target	Covenant Req't
<b>Debt Service Coverage Ratio</b>	<b>2.17</b>	<b>0.56</b>	<b>2.60</b>	<b>1.20</b>
<b>Days Cash on Hand</b>	<b>255</b>	<b>188</b>	<b>557</b>	<b>120</b>
<b>Cash to LT Debt Ratio (Unrestricted Cash/LT Debt NCP)</b>	<b>107.7%</b>	<b>72.6%</b>	<b>69.4%</b>	<b>N/A</b>



**Eskaton Consolidated  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents	\$14,497,278	\$4,511,933	(\$1,894,823)
Current assets limited as to use -			
Debt service reserves, current	739,007	527,745	65,504
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds	47,294,651	(1,742,259)	(16,094,772)
Village Carmichael Capital Replacement	4,898,480	(148,877)	(993,040)
Reutlinger Investments		(901,505)	(10,591,673)
Other short term investments			
Patient accounts receivable	11,759,449	(751,698)	2,923,982
Less: Allowance for uncollectible accts.	(1,192,912)	(137,933)	(484,741)
Other receivables, net	3,467,683	(1,407,930)	(35,366)
Current portion of notes receivable			
Due from related parties			
Receivable from government agencies			
Inventories	796,774	20,423	41,833
Deposits and prepaid expenses	<u>1,249,520</u>	<u>(407,867)</u>	<u>(177,405)</u>
Total current assets	<u>83,509,930</u>	<u>(437,968)</u>	<u>(27,240,501)</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent	9,134,272	(94,949)	(332,871)
Foundation Where the Need is Greatest	2,920,257	(103,608)	(823,245)
Resident Assistance Funds	1,031,926	(40,784)	(186,597)
Charitable Gift Annuities	195,524	(19,795)	(63,417)
Reutlinger Donor-Restricted Funds	2,483,355	(42,928)	2,483,355
Other	<u>564,860</u>	<u>(20,425)</u>	<u>(161,733)</u>
Total assets limited as to use	<u>16,330,194</u>	<u>(322,489)</u>	<u>915,492</u>
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements	47,967,274	204,655	421,639
Buildings and building improvements	230,173,770	708,153	4,066,503
Equipment	38,796,812	214,810	1,124,420
Less: Accumulated depreciation	(207,671,932)	(861,880)	(10,414,936)
Construction in progress	<u>3,384,047</u>	<u>442,909</u>	<u>1,155,753</u>
Total property plant and equipment	<u>112,649,971</u>	<u>708,647</u>	<u>(3,646,621)</u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current	4,737,250	(6,750)	(6,750)
Due from liability insurer	3,276,650	(116,102)	(116,102)
Interest rate swap agreements			
Investment in partnerships	3,413,899	5,939	27,187
Associate member/resident/patient deposits	1,638,816	243,945	(361,936)
Other	2,359,304	19,659	(481,728)
Due from related parties, net of current portion			
Total Other Assets	<u>15,425,919</u>	<u>146,691</u>	<u>(939,329)</u>
Total Assets	<u>227,916,014</u>	<u>94,881</u>	<u>(30,910,959)</u>

**Eskaton Consolidated  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt	\$11,486,284	\$5,926,934	(\$8,116,542)
Current portion of deferred revenue from unamortized CCRC contracts	1,354,876	(56,131)	80,047
Deposits on unoccupied units	704,888	9,592	(90,325)
Accounts payable	7,039,139	4,459,250	3,694,078
Due to related parties			
Accrued liabilities -			
Payroll and payroll taxes	2,670,317	719,473	422,966
Vacation	3,490,317	(3,728)	44,219
Current portion of self-insured workers' compensation	1,870,000	(2,668,149)	(223,080)
Interest	562,069	264,529	34,919
Eskaton health plan	2,823,487	(574,336)	648,916
Other current liabilities	755,212	(50,874)	166,771
Total Current Liabilities	<u>32,756,589</u>	<u>8,026,560</u>	<u>(3,338,031)</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net	7,689,000	2,432,020	(1,938,980)
Tail liability	1,459,000		
Associate member/resident/patient deposits	1,633,974	243,725	(366,778)
Interest rate swap agreements	1,255,444	31,067	(2,400,926)
Unfunded pension obligation	(401,023)	178,752	2,093,534
Deferred revenue and other	304,456	(2,253)	(19,814)
Due to related parties, net of current portion			
Other noncurrent liabilities		<u>(5,928,752)</u>	<u>(5,928,752)</u>
	<u>11,940,851</u>	<u>(3,045,441)</u>	<u>(8,561,716)</u>
Long-term debt, net	109,733,668	(168,476)	9,075,135
Less: Deferred financing cost, net	(2,463,270)	17,460	(141,886)
Refundable CCRC contracts	160,733	(4,117)	(316,118)
Deferred revenue from unamortized CCRC contracts, net	<u>7,334,342</u>	<u>(170,849)</u>	<u>1,163,828</u>
Total liabilities	<u>159,462,913</u>	<u>4,655,137</u>	<u>(2,118,788)</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	62,287,568	(4,717,602)	(28,659,759)
Temporarily Restricted Net Assets	5,382,778	157,346	(132,412)
Permanently Restricted Net Assets	782,755		
Total net assets	<u>68,453,101</u>	<u>(4,560,256)</u>	<u>(28,792,171)</u>
Total liabilities and net assets	<u>227,916,014</u>	<u>94,881</u>	<u>(30,910,959)</u>

**Eskaton Home Office  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents	\$8,445,756	\$4,807,033	(\$2,505,986)
Current assets limited as to use -			
Debt service reserves, current	74,645	72,778	1,192
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds	47,294,651	(1,742,259)	(16,094,772)
Village Carmichael Capital Replacement			
Reutlinger Investments			
Other short term investments			
Patient accounts receivable			(61,925)
Less: Allowance for uncollectible accts.	6,141		
Other receivables, net	1,406,452	(1,674,206)	(712,123)
Current portion of notes receivable			
Due from related parties	9,753,775	(991,844)	(1,328,846)
Receivable from government agencies			
Inventories	377,934	(8,979)	9,713
Deposits and prepaid expenses	224,438	(143,313)	14,399
Total current assets	<u>67,583,792</u>	<u>319,210</u>	<u>(20,678,348)</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent	993,894	3,222	(25,759)
Foundation Where the Need is Greatest			
Resident Assistance Funds			
Charitable Gift Annuities			
Reutlinger Donor-Restricted Funds			
Other			
Total assets limited as to use	<u>993,894</u>	<u>3,222</u>	<u>(25,759)</u>
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements	516,422		
Buildings and building improvements	3,356,386		2,110
Equipment	8,539,795	16,444	154,302
Less: Accumulated depreciation	(11,371,032)	(25,348)	(321,587)
Construction in progress	10,860	(140)	3,360
Total property plant and equipment	<u>1,052,431</u>	<u>(9,044)</u>	<u>(161,815)</u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current	200,000		
Due from liability insurer	3,276,650	(116,102)	(116,102)
Interest rate swap agreements			
Investment in partnerships	3,355,281	5,939	27,187
Associate member/resident/patient deposits			
Other		1	(2)
Due from related parties, net of current portion	3,146,869		
Total Other Assets	<u>9,978,800</u>	<u>(110,162)</u>	<u>(88,917)</u>
Total Assets	<u>79,608,917</u>	<u>203,226</u>	<u>(20,954,839)</u>

**Eskaton Home Office  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt	\$6,524,056	\$6,061,199	\$6,068,035
Current portion of deferred revenue from unamortized CCRC contracts			
Deposits on unoccupied units			
Accounts payable	1,472,197	1,069,255	1,028,484
Due to related parties	174,269	(2,189)	(2,189)
Accrued liabilities -			
Payroll and payroll taxes	357,890	(109,725)	(182,071)
Vacation	589,734	1,901	6,459
Current portion of self-insured workers' compensation	1,870,000	(2,668,149)	(223,080)
Interest	60,029	39,247	(1,624)
Eskaton health plan	2,823,487	(574,336)	648,916
Other current liabilities	272,876	7,181	97,433
Total Current Liabilities	<u>14,144,538</u>	<u>3,824,384</u>	<u>7,440,363</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net	7,689,000	2,432,020	(1,938,980)
Tail liability	1,459,000		
Associate member/resident/patient deposits			
Interest rate swap agreements			
Unfunded pension obligation	(401,023)	178,752	2,093,534
Deferred revenue and other	55	(1,142)	(423)
Due to related parties, net of current portion			
Other noncurrent liabilities		<u>(5,928,752)</u>	<u>(5,928,752)</u>
	<u>8,747,032</u>	<u>(3,319,122)</u>	<u>(5,774,621)</u>
Long-term debt, net	9,775,835	(4,370)	(476,419)
Less: Deferred financing cost, net	(138,440)	939	14,774
Refundable CCRC contracts			
Deferred revenue from unamortized CCRC contracts, net			
Total liabilities	<u>32,528,965</u>	<u>501,831</u>	<u>1,204,097</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	47,079,952	(298,605)	(22,158,936)
Temporarily Restricted Net Assets			
Permanently Restricted Net Assets			
Total net assets	<u>47,079,952</u>	<u>(298,605)</u>	<u>(22,158,936)</u>
Total liabilities and net assets	<u>79,608,917</u>	<u>203,226</u>	<u>(20,954,839)</u>

**Eskaton Care Center Manzanita  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents	\$1,217	\$217	(\$1,401)
Current assets limited as to use -			
Debt service reserves, current			
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds			
Village Carmichael Capital Replacement			
Reutlinger Investments			
Other short term investments			
Patient accounts receivable	2,775,915	(116,995)	1,302,555
Less: Allowance for uncollectible accts.	(204,257)	65,192	(30,710)
Other receivables, net	13,776	13,776	13,776
Current portion of notes receivable			
Due from related parties			
Receivable from government agencies			
Inventories	50,667	18,636	18,636
Deposits and prepaid expenses	<u>142,063</u>	<u>(15,390)</u>	<u>12,094</u>
Total current assets	<u>2,779,381</u>	<u>(34,564)</u>	<u>1,314,950</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent			
Foundation Where the Need is Greatest			
Resident Assistance Funds			
Charitable Gift Annuities			
Reutlinger Donor-Restricted Funds			
Other			
Total assets limited as to use	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements	430,512		
Buildings and building improvements	4,654,013	101,483	117,977
Equipment	2,024,143	14,170	52,048
Less: Accumulated depreciation	(5,967,053)	(16,191)	(190,729)
Construction in progress	<u>74,991</u>	<u>                    </u>	<u>14,467</u>
Total property plant and equipment	<u>1,216,606</u>	<u>99,462</u>	<u>(6,237)</u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current			
Due from liability insurer			
Interest rate swap agreements			
Investment in partnerships			
Associate member/resident/patient deposits	8,033		
Other		2	
Due from related parties, net of current portion			
Total Other Assets	<u>8,033</u>	<u>2</u>	<u>                    </u>
Total Assets	<u>4,004,020</u>	<u>64,900</u>	<u>1,308,713</u>

**Eskaton Care Center Manzanita  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt	\$31,951	(\$2,864)	(\$25,902)
Current portion of deferred revenue from unamortized CCRC contracts			
Deposits on unoccupied units			
Accounts payable	569,710	431,324	321,630
Due to related parties	1,877	58	787
Accrued liabilities -			
Payroll and payroll taxes	147,862	75,301	41,761
Vacation	316,502	6,442	54,574
Current portion of self-insured workers' compensation			
Interest	1,843	151	1,119
Eskaton health plan			
Other current liabilities	39,744	7,924	12,400
Total Current Liabilities	<u>1,109,489</u>	<u>518,336</u>	<u>406,369</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net			
Tail liability			
Associate member/resident/patient deposits	8,033		
Interest rate swap agreements			
Unfunded pension obligation			
Deferred revenue and other	628	2,589	2,589
Due to related parties, net of current portion			
Other noncurrent liabilities			
	<u>8,661</u>	<u>2,589</u>	<u>2,589</u>
Long-term debt, net	417,790	(1,394)	(39,500)
Less: Deferred financing cost, net	(9,761)	122	6,375
Refundable CCRC contracts			
Deferred revenue from unamortized CCRC contracts, net			
Total liabilities	<u>1,526,179</u>	<u>519,653</u>	<u>375,833</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	2,477,841	(454,753)	932,880
Temporarily Restricted Net Assets			
Permanently Restricted Net Assets			
Total net assets	<u>2,477,841</u>	<u>(454,753)</u>	<u>932,880</u>
Total liabilities and net assets	<u><u>4,004,020</u></u>	<u><u>64,900</u></u>	<u><u>1,308,713</u></u>

**Eskaton Care Center Fair Oaks  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents	\$1,000		
Current assets limited as to use -			
Debt service reserves, current			
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds			
Village Carmichael Capital Replacement			
Reutlinger Investments			
Other short term investments			
Patient accounts receivable	3,035,548	(74,302)	1,347,800
Less: Allowance for uncollectible accts.	(146,287)	(66,222)	(64,205)
Other receivables, net			(4,145)
Current portion of notes receivable			
Due from related parties			
Receivable from government agencies			
Inventories	18,583	(3,997)	(3,997)
Deposits and prepaid expenses	<u>202,496</u>	<u>(24,594)</u>	<u>21,788</u>
Total current assets	<u>3,111,340</u>	<u>(169,115)</u>	<u>1,297,241</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent			
Foundation Where the Need is Greatest			
Resident Assistance Funds			
Charitable Gift Annuities			
Reutlinger Donor-Restricted Funds			
Other			
Total assets limited as to use			
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements	1,377,507		41,824
Buildings and building improvements	10,674,029	28,253	380,956
Equipment	2,943,652	2,694	108,763
Less: Accumulated depreciation	(12,050,192)	(25,339)	(306,831)
Construction in progress	<u>225,217</u>	<u>1,690</u>	<u>(91,383)</u>
Total property plant and equipment	<u>3,170,213</u>	<u>7,298</u>	<u>133,329</u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current			
Due from liability insurer			
Interest rate swap agreements			
Investment in partnerships			
Associate member/resident/patient deposits	5,945	(11,329)	(1,338)
Other		(1)	1
Due from related parties, net of current portion			
Total Other Assets	<u>5,945</u>	<u>(11,330)</u>	<u>(1,337)</u>
Total Assets	<u>6,287,498</u>	<u>(173,147)</u>	<u>1,429,233</u>

**Eskaton Care Center Fair Oaks  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt	\$117,168	(\$10,505)	(\$94,986)
Current portion of deferred revenue from unamortized CCRC contracts			
Deposits on unoccupied units			
Accounts payable	856,650	659,872	87,499
Due to related parties	6,092	209	2,837
Accrued liabilities -			
Payroll and payroll taxes	218,016	108,332	80,648
Vacation	326,081	6,428	(12,018)
Current portion of self-insured workers' compensation			
Interest	6,759	554	4,103
Eskaton health plan			
Other current liabilities	<u>63,307</u>	<u>(938)</u>	<u>9,942</u>
Total Current Liabilities	<u>1,594,073</u>	<u>763,952</u>	<u>78,025</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net			
Tail liability			
Associate member/resident/patient deposits	5,945	(11,329)	(1,338)
Interest rate swap agreements			
Unfunded pension obligation			
Deferred revenue and other	7,633		1,075
Due to related parties, net of current portion			
Other noncurrent liabilities			
	<u>13,578</u>	<u>(11,329)</u>	<u>(263)</u>
Long-term debt, net	1,532,094	(5,112)	(144,856)
Less: Deferred financing cost, net	(35,796)	447	23,374
Refundable CCRC contracts			
Deferred revenue from unamortized CCRC contracts, net			
Total liabilities	<u>3,103,949</u>	<u>747,958</u>	<u>(43,720)</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	3,183,549	(921,105)	1,472,953
Temporarily Restricted Net Assets			
Permanently Restricted Net Assets			
Total net assets	<u>3,183,549</u>	<u>(921,105)</u>	<u>1,472,953</u>
Total liabilities and net assets	<u>6,287,498</u>	<u>(173,147)</u>	<u>1,429,233</u>



**Eskaton Care Center Greenhaven  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents	\$1,300	\$250	
Current assets limited as to use -			
Debt service reserves, current			
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds			
Village Carmichael Capital Replacement			
Reutlinger Investments			
Other short term investments			
Patient accounts receivable	1,604,131	(148,841)	403,995
Less: Allowance for uncollectible accts.	(96,375)	(10,000)	(60,663)
Other receivables, net			2
Current portion of notes receivable			
Due from related parties			
Receivable from government agencies			
Inventories	45,011	(11,712)	(11,712)
Deposits and prepaid expenses	<u>101,346</u>	<u>(23,917)</u>	<u>8,519</u>
Total current assets	<u>1,655,413</u>	<u>(194,220)</u>	<u>340,141</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent			
Foundation Where the Need is Greatest			
Resident Assistance Funds			
Charitable Gift Annuities			
Reutlinger Donor-Restricted Funds			
Other			
Total assets limited as to use			
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements	1,582,483		
Buildings and building improvements	10,387,532	64,732	205,722
Equipment	3,029,637	6,153	127,764
Less: Accumulated depreciation	(12,140,499)	(26,442)	(319,219)
Construction in progress	<u>495,462</u>	<u>166,802</u>	<u>327,928</u>
Total property plant and equipment	<u>3,354,615</u>	<u>211,245</u>	<u>342,195</u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current			
Due from liability insurer			
Interest rate swap agreements			
Investment in partnerships			
Associate member/resident/patient deposits	43,806	(1,239)	10,178
Other	(1)		(1)
Due from related parties, net of current portion			
Total Other Assets	<u>43,805</u>	<u>(1,239)</u>	<u>10,177</u>
Total Assets	<u>5,053,833</u>	<u>15,786</u>	<u>692,513</u>

**Eskaton Care Center Greenhaven  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt	\$139,783	(\$12,532)	(\$113,322)
Current portion of deferred revenue from unamortized CCRC contracts			
Deposits on unoccupied units			
Accounts payable	703,438	414,583	322,623
Due to related parties	2,660	54	783
Accrued liabilities -			
Payroll and payroll taxes	196,321	94,496	74,217
Vacation	355,893	6,245	7,549
Current portion of self-insured workers' compensation			
Interest	8,063	660	4,894
Eskaton health plan			
Other current liabilities	49,647	(4,080)	174
Total Current Liabilities	<u>1,455,805</u>	<u>499,426</u>	<u>296,918</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net			
Tail liability			
Associate member/resident/patient deposits	43,806	(1,239)	10,178
Interest rate swap agreements			
Unfunded pension obligation			
Deferred revenue and other	5,065	(647)	(597)
Due to related parties, net of current portion			
Other noncurrent liabilities			
	<u>48,871</u>	<u>(1,886)</u>	<u>9,581</u>
Long-term debt, net	1,827,805	(6,099)	(172,834)
Less: Deferred financing cost, net	(42,705)	534	27,886
Refundable CCRC contracts			
Deferred revenue from unamortized CCRC contracts, net			
Total liabilities	<u>3,289,776</u>	<u>491,975</u>	<u>161,551</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	1,764,057	(476,189)	530,962
Temporarily Restricted Net Assets			
Permanently Restricted Net Assets			
Total net assets	<u>1,764,057</u>	<u>(476,189)</u>	<u>530,962</u>
Total liabilities and net assets	<u>5,053,833</u>	<u>15,786</u>	<u>692,513</u>

**Consolidated Eliminations  
Balance Sheet  
December 31, 2022**

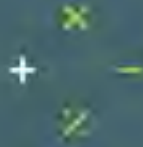
	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT ASSETS:</b>			
Cash and cash equivalents			
Current assets limited as to use -			
Debt service reserves, current			
Project fund			
Short term investments-Restricted			
Other			
Investments			
General purpose funds			
Village Carmichael Capital Replacement			
Reutlinger Investments			
Other short term investments			
Patient accounts receivable			
Less: Allowance for uncollectible accts.			
Other receivables, net	(1)		
Current portion of notes receivable			
Due from related parties	(9,148,253)	1,731,862	1,757,452
Receivable from government agencies			
Inventories			
Deposits and prepaid expenses			
Total current assets	<u>(9,148,254)</u>	<u>1,731,862</u>	<u>1,757,452</u>
<b>ASSETS LIMITED AS TO USE:</b>			
Debt service reserves, noncurrent			
Foundation Where the Need is Greatest			
Resident Assistance Funds			
Charitable Gift Annuities			
Reutlinger Donor-Restricted Funds			
Other			
Total assets limited as to use	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>PROPERTY, PLANT AND EQUIPMENT:</b>			
Land and land improvements			
Buildings and building improvements			
Equipment			
Less: Accumulated depreciation			
Construction in progress			
Total property plant and equipment	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>OTHER ASSETS:</b>			
Land available for sale			
Notes Receivable-Non Current			
Due from liability insurer			
Interest rate swap agreements			
Investment in partnerships	(1,225,000)		
Associate member/resident/patient deposits			
Other			
Due from related parties, net of current portion	(3,146,869)		
Total Other Assets	<u>(4,371,869)</u>	<u>                    </u>	<u>                    </u>
Total Assets	<u>(13,520,123)</u>	<u>1,731,862</u>	<u>1,757,452</u>

**Consolidated Eliminations  
Balance Sheet  
December 31, 2022**

	<u>Current Period</u>	<u>Current Month Change</u>	<u>Year to Date Change</u>
<b>CURRENT LIABILITIES:</b>			
Current portion of long-term debt			
Current portion of deferred revenue from unamortized CCRC contracts			
Deposits on unoccupied units			
Accounts payable	2,698	(2,189)	(2,115)
Due to related parties	(9,150,952)	1,734,051	1,759,567
Accrued liabilities -			
Payroll and payroll taxes			
Vacation			
Current portion of self-insured workers' compensation			
Interest			
Eskaton health plan			
Other current liabilities			
Total Current Liabilities	<u>(9,148,254)</u>	<u>1,731,862</u>	<u>1,757,452</u>
<b>OTHER LIABILITIES:</b>			
Self-insured workers' compensation, net			
Tail liability			
Associate member/resident/patient deposits			
Interest rate swap agreements			
Unfunded pension obligation			
Deferred revenue and other			
Due to related parties, net of current portion	(3,146,869)		
Other noncurrent liabilities			
	<u>(3,146,869)</u>		
Long-term debt, net			
Less: Deferred financing cost, net			
Refundable CCRC contracts			
Deferred revenue from unamortized CCRC contracts, net			
Total liabilities	<u>(12,295,123)</u>	<u>1,731,862</u>	<u>1,757,452</u>
<b>NET ASSETS:</b>			
Unrestricted Net Assets	(1,225,000)		
Temporarily Restricted Net Assets			
Permanently Restricted Net Assets			
Total net assets	<u>(1,225,000)</u>		
Total liabilities and net assets	<u>(13,520,123)</u>	<u>1,731,862</u>	<u>1,757,452</u>

**SECTION 999.5(d)(11)(F)**

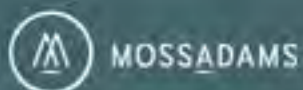
**2) FY 2021 audited consolidated financial statements**



*Report of Independent Auditors and  
Consolidated Financial Statements with  
Supplementary Information*

**Eskaton and Subsidiaries**

*December 31, 2021 and 2020*



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## Report of Independent Auditors

The Board of Directors  
Eskaton and Subsidiaries

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the consolidated financial statements of Eskaton and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Eskaton and Subsidiaries as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Eskaton and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Eskaton and Subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are issued.



### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Eskaton and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Eskaton and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

***Other Matter***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating schedules on pages 42 to 54 as of and for the year ended December 31, 2021, for Eskaton and Subsidiaries, Eskaton Properties, Inc., and Eskaton, presented as supplementary information, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the consolidated statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

The supplementary information – social responsibility on page 55 for the years ended December 31, 2021 and 2020, is presented for the purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audits of the consolidated financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

*Moss Adams LLP*

San Francisco, California  
April 22, 2022

**Consolidated Financial Statements**

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**Eskaton and Subsidiaries**  
**Consolidated Balance Sheets**  
**December 31, 2021 and 2020**  
**(In Thousands)**

	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 16,392	\$ 19,129
Assets limited as to use, required for current liabilities	673	670
Investments	79,873	70,596
Accounts receivable, net	8,128	5,737
Other receivables	3,503	3,395
Inventories	756	656
Funded pension obligation	2,495	-
Deposits and prepaid expenses	1,429	1,804
	<u>113,249</u>	<u>101,987</u>
Total current assets		
Assets limited as to use, net of amount required for current liabilities	11,413	14,209
Investments	4,002	10,145
Property and equipment, net	116,296	128,479
Other assets:		
Land available for sale	-	1,830
Due from liability insurer	3,393	5,171
Associate member/resident/patient deposits	2,001	2,041
Other	10,972	6,035
	<u>16,368</u>	<u>15,077</u>
Total assets	<u>\$ 261,326</u>	<u>\$ 269,897</u>

**Eskaton and Subsidiaries**  
**Consolidated Balance Sheets (Continued)**  
**December 31, 2021 and 2020**  
**(In Thousands)**

	2021	2020
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 24,340	\$ 7,462
Current portion of deferred revenue from unamortized CCRC entrance fees	1,275	2,902
Deposits on unoccupied units	796	27
Accounts payable	3,345	2,153
Accrued liabilities:		
Payroll and payroll taxes	2,248	2,404
Vacation	3,444	3,130
Current portion of self-insured workers' compensation	2,093	2,222
Self-insured employee health plan	2,175	1,248
Interest	528	544
Other	590	1,054
Total current liabilities	40,834	23,146
Other liabilities:		
Self-insured workers' compensation, net of current portion	9,628	10,983
Interest rate swap agreements	3,656	4,730
Unfunded pension obligation	-	684
Professional liability	7,388	6,126
Associate member/resident/patient deposits	2,001	2,041
Other	319	308
	22,992	24,872
Long-term debt, net of current maturities	93,601	121,422
Refundable CCRC entrance fees	476	1,161
Deferred revenue from unamortized CCRC entrance fees, net of current portion	6,171	4,542
Total liabilities	164,074	175,143
Net assets:		
Without donor restrictions	90,838	88,457
With donor restrictions	6,414	6,297
Total net assets	97,252	94,754
Total liabilities and net assets	\$ 261,326	\$ 269,897

See accompanying notes.

**Eskaton and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended December 31, 2021 and 2020**  
**(In Thousands)**

	2021	2020
Net assets without donor restrictions:		
Revenues, gains, and other support:		
Net patient service revenue	\$ 43,623	\$ 40,932
Resident service revenue, including amortization of CCRC membership fees of \$1,958 in 2021 and \$2,924 in 2020	87,886	88,088
Home based services revenue	3,600	3,912
Government grant revenue	190	3,864
Other, net	15,793	16,665
Total revenues, gains, and other support	<u>151,092</u>	<u>153,461</u>
Expenses:		
Salaries and wages	77,266	78,433
Employee benefits	21,920	19,507
Professional fees	12,941	11,892
Supplies	7,106	8,954
Purchased services	13,683	10,672
Ancillary costs	3,296	3,200
Utilities	5,972	5,862
Insurance and other	8,664	7,940
Depreciation	11,653	11,908
Interest and amortization	4,923	5,388
Total operating expenses	<u>167,424</u>	<u>163,756</u>
Loss from operations	<u>(16,332)</u>	<u>(10,295)</u>
Nonoperating revenue (expenses):		
Inherent contribution from affiliation	-	41,182
Investment income	10,045	10,573
Interest rate swap activities	473	(1,339)
Other components of net periodic pension benefit	247	476
Other	4,489	603
Total nonoperating revenue, net	<u>15,254</u>	<u>51,495</u>
(Deficiency) excess of revenues, gains, and other support over expenses	<u>\$ (1,078)</u>	<u>\$ 41,200</u>

**Eskaton and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets (Continued)**  
**Years Ended December 31, 2021 and 2020**  
**(In Thousands)**

	2021	2020
Net assets without donor restrictions:		
(Deficiency) excess of revenues, gains, and other support over expenses (page 7)	\$ (1,078)	\$ 41,200
Pension-related changes other than net periodic pension cost	3,459	(603)
Reclassification from net assets with donor restrictions	-	150
Change in net assets without donor restrictions	2,381	40,747
Net assets without donor restrictions, beginning of year	88,457	47,710
Net assets without donor restrictions, end of year	\$ 90,838	\$ 88,457
Net assets with donor restrictions:		
Contributions	\$ 206	\$ 194
Inherent contribution from affiliation	-	4,707
Change in assets held in trust by others	(16)	25
Investment income	212	177
Reclassification to net assets without donor restrictions	-	(150)
Net assets released from restriction used for operations	(285)	(442)
Change in net assets with donor restrictions	117	4,511
Net assets with donor restrictions, beginning of year	6,297	1,786
Net assets with donor restrictions, end of year	\$ 6,414	\$ 6,297
Change in net assets	\$ 2,498	\$ 45,258
Net assets, beginning of year	94,754	49,496
Net assets, end of year	\$ 97,252	\$ 94,754

**Eskaton and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2021 and 2020**  
**(In Thousands)**

	2021	2020
Cash flows from operating activities:		
Change in net assets	\$ 2,498	\$ 45,258
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	11,653	11,908
Amortization of deferred financing costs and premium	10	(36)
Amortization of CCRC entrance fees	(1,958)	(2,924)
Net realized and unrealized gains on assets limited as to use	(59)	(139)
Net realized and unrealized gains on investments	(8,736)	(9,647)
Pension-related changes other than net periodic pension cost	(3,459)	603
Change in fair value of interest rate swap agreements	(1,074)	788
Inherent contribution from affiliation	-	(45,889)
CCRC resales of nonrefundable contracts	670	1,056
CCRC sales of nonrefundable contracts	800	800
Gain on disposal of property and equipment	(1,222)	-
Gain on sale of land	(3,170)	-
Changes in operating assets and liabilities:		
Change in receivables	(2,499)	1,780
Change in inventories	(100)	(378)
Change in deposits and prepaid expenses	375	(390)
Change in other assets	781	557
Change in accounts payable	1,190	(555)
Change in accrued liabilities	(902)	(500)
Change in unfunded pension obligation	280	305
Change in other liabilities	1,233	(3,353)
Net cash used in operating activities	<u>(3,689)</u>	<u>(756)</u>
Cash flows from investing activities:		
Purchases of assets limited as to use	(6,548)	(6,506)
Proceeds from sales of assets limited as to use	6,381	7,826
Purchases of investments	(110,957)	(90,342)
Proceeds from sales of investments	118,819	87,785
Cash received in TRC affiliation	-	1,611
Expenditures for property and equipment	(5,258)	(5,005)
Proceeds from sale of property and equipment	3,110	4
Proceeds from sale of land	5,000	-
Net cash provided by (used in) investing activities	<u>\$ 10,547</u>	<u>\$ (4,627)</u>



**Eskaton and Subsidiaries**  
**Consolidated Statements of Cash Flows (Continued)**  
**Years Ended December 31, 2021 and 2020**  
**(In Thousands)**

	2021	2020
Cash flows from financing activities:		
CCRC contracts refunded	\$ (170)	\$ (94)
Change in deposits on unoccupied units	769	(517)
Principal payments on long-term debt	(10,953)	(5,250)
Payment of debt issuance costs	-	(400)
	(10,354)	(6,261)
Net cash used in financing activities	(10,354)	(6,261)
Net decrease in cash, cash equivalents, and restricted cash	(3,496)	(11,644)
Cash, cash equivalents, and restricted cash, beginning of year	21,690	33,334
Cash, cash equivalents, and restricted cash, end of year	\$ 18,194	\$ 21,690
Supplemental disclosure:		
Cash paid for interest	\$ 4,874	\$ 5,449
Noncash portion of inherent contribution from affiliation	\$ -	\$ 44,278

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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#### NOTE 1 – ORGANIZATION AND PRINCIPLES OF CONSOLIDATION

The accompanying consolidated financial statements of Eskaton and Subsidiaries (the “Organization” or “Eskaton”) include the following:

**Eskaton** – Eskaton is a not-for-profit 501(c)(3) California corporation, which was formed in 1968. Eskaton’s primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services. Eskaton is the sole corporate member of Eskaton Properties, Inc. (“EPI”), Eskaton Village-Grass Valley (“EVGV”), Eskaton Village-Roseville (“EVR”), Eskaton Village-Placerville (“EVP”), Eskaton Lodge Granite Bay (“ELGB”), Eskaton FountainWood Lodge (“EFWL”), the Reutlinger Community (“TRC”), and Eskaton Foundation, and the sole stockholder of Livable Design (“LD”) and California Healthcare Consultants (“CHC”). Eskaton also operates nonmedical homecare services, adult day healthcare services and various community service programs.

**EPI** – EPI is a not-for-profit 501(c)(3) California corporation that operates skilled nursing care centers and retirement housing communities, home health services, a continuing care retirement community (“CCRC”), and a business services group which provides financial and managerial support to all Eskaton operations. EPI also manages and provides support services to retirement housing communities owned by third-parties and affordable housing communities that operate as single purpose not-for-profit 501(c)(3) California corporations.

**EVGV** – EVGV is a not-for-profit 501(c)(3) California corporation that operates a 137-apartment assisted living community in Grass Valley, California.

**EVR** – EVR is a not-for-profit 501(c)(3) California corporation that operates a 96-apartment assisted living community in Roseville, California.

**EVP** – EVP is a not-for-profit 501(c)(3) California corporation that operates a 64-apartment assisted living community in Placerville, California.

**ELGB** – ELGB is a not-for-profit 501(c)(3) California corporation that operates a 100-apartment assisted living community in Granite Bay, California.

**EFWL** – EFWL is a not-for-profit 501(c)(3) California corporation that operated a 91-apartment assisted living community in Orangevale, California. The property was sold in 2021.

**TRC** – TRC is a not-for-profit 501(c)(3) California corporation that operates a 60-bed skilled nursing and 116-apartment assisted living community as a CCRC in Danville, California.

**Eskaton Foundation** – Eskaton Foundation is a not-for-profit 501(c)(3) California corporation whose purpose is to raise funds for the benefit of Eskaton programs.

**LD** – LD, a C corporation, is a taxable subsidiary of Eskaton, and owns a home in Roseville, California that is rented to the general public.

**CHC** – CHC, a C corporation, is a taxable subsidiary of Eskaton that leases employees to communities owned by third-parties and managed by EPI.

All material intercompany accounts and transactions have been eliminated in consolidation.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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EPI, EVGV, and EVR are members of the Eskaton Properties Incorporated Obligated Group (the “Obligated Group”) according to a Master Indenture of Trust dated July 1, 1999, and various Supplemental Master Indentures dated subsequent to July 1, 1999 (together, the “Master Indenture”).

On March 19, 2019, Eskaton invested \$3 million in a Program of All-inclusive Care for the Elderly (“PACE”) partnership with InnovAge and Adventist Health. PACE is an alternative to nursing homes, designed to keep seniors living in their own homes and communities for as long as safely possible. Participants are primarily dually eligible for both Medicare and Medicaid. Eskaton’s investment represents a minority interest in the PACE partnership, which is accounted for at cost minus impairment, if any.

On September 11, 2019, Eskaton entered into an affiliation agreement with The Reutlinger Community (“TRC”), which is a 60-bed skilled nursing and 116-unit assisted living and memory care CCRC facility located in Danville, California. The affiliation became effective on April 21, 2020, and Eskaton became the sole member of TRC to further the mission of serving the senior population.

The affiliation was accounted for as a business combination during the year ended December 31, 2020 using the acquisition method of accounting, which requires the basis of the assets acquired and the liabilities assumed to be recorded at their respective fair values at the affiliation date. TRC applied pushdown accounting (purchase method) in its separate financial statements, which resulted in the community recording its assets and liabilities at their fair values at the date of affiliation. As part of the purchase accounting, property, buildings, and equipment with a net carrying value of \$19.9 million were written up to an appraised fair value of \$39.7 million.

The financial statements of TRC have been included in Eskaton’s consolidated financial statements, which encompass the post-affiliation period after April 20, 2020. Eskaton did not transfer any consideration in conjunction with this transaction and as such, an inherent contribution of \$45.9 million has been recorded in the consolidated statements of operations and changes in net assets for the year ended December 31, 2020 for the excess of assets over liabilities assumed by Eskaton in the affiliation, of which \$4.7 million represents net assets subject to donor restrictions.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The following table summarizes the estimated fair value of the inherent contribution recognized for the assets acquired and liabilities assumed for the affiliation of TRC as of the date of affiliation:

	<u>TRC</u>
Cash, cash equivalents, and investments	\$ 8,895
Accounts receivable	895
Other current assets	709
Property, buildings and equipment, net	39,682
Contributions receivable	1,825
In-place resident contracts	<u>733</u>
<b>Total assets</b>	<b><u>52,739</u></b>
Current liabilities	(1,294)
Deferred revenue from entrance fees	(107)
Mortgage payable, net	<u>(5,449)</u>
<b>Total liabilities</b>	<b><u>(6,850)</u></b>
Inherent contribution from affiliation	<b><u>\$ 45,889</u></b>

On February 20, 2020, Eskaton executed a letter of intent to sell the real property owned by Eskaton FountainWood Lodge, including the 91-bed licensed assisted living and memory care facility, at an agreed-upon sales price of \$7.8 million. The completion of the sale occurred on January 12, 2021. The \$7.8 million sale price was reduced by a seller credit of \$0.8 million, and consisted of cash consideration of \$3.1 million and a \$3.9 million promissory note maturing in January 2024. Prior to the sale Eskaton FountainWood Lodge had a loan with Five Star Bank that was scheduled to mature in March 2023. The balance on the loan was \$3.8 million as of December 31, 2020, and the loan was paid in full with proceeds from the sale in January 2021.

#### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Cash and cash equivalents** – Cash and cash equivalents include cash in banks and short-term money market accounts. The carrying amounts at face value approximate fair value because of the short maturity of these instruments.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash balances reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statements of cash flows as of December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 16,392	\$ 19,129
Restricted cash included in assets limited as to use	<u>1,802</u>	<u>2,561</u>
<b>Total cash, cash equivalents, and restricted cash balances</b>	<b><u>\$ 18,194</u></b>	<b><u>\$ 21,690</u></b>

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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Amounts included in restricted cash represent funds required to be set aside by lenders. Such deposits include mortgage insurance premiums, property taxes, and property insurance escrow accounts, as well as other balances required to be held for restrictive covenants, including the requirement to maintain certain deposits with the lender. Certain lenders also hold reserve accounts for capital replacement reserves and residual receipts. All such escrow accounts, reserve accounts, and other amounts reflected as restricted cash are included in assets limited as to use.

**Investments** – Investments in equity securities with readily determinable fair values, and all investments in debt securities, are reported at fair value. Management has elected to carry alternative investments under the fair value option. Investment income or loss (including realized and unrealized gains and losses on investments, interest, and dividends) is included in the (deficiency) excess of revenues, gains, and other support over expenses.

**Assets limited as to use** – Assets limited as to use include assets held by trustees or lenders under bond indenture and HUD regulatory agreements, and assets restricted by donors for financial assistance to residents of Eskaton communities. Assets limited as to use are reported at fair value. Amounts required to satisfy obligations classified as current liabilities are reported in current assets in the consolidated balance sheets.

**Property and equipment** – Property and equipment are stated at cost. The cost of property and equipment purchased in excess of \$2,000 is capitalized. Interest capitalized (net of investment income from bond proceeds) in connection with the construction of plant and equipment is recorded as part of the cost of the constructed asset to which it relates and is amortized over the asset's useful life. Depreciation is computed using the straight-line method based on estimated useful lives of property and equipment as follows:

Land improvements	10–20 years
Buildings and improvements	7–40 years
Equipment	3–20 years

Gifts of long-lived assets such as land, buildings, or equipment are reported as support without donor restrictions and are excluded from the (deficiency) excess of revenues, gains, and other support over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Expirations of donor restrictions are reported as net assets released from restriction when the donated or acquired long-lived assets are placed in service, absent explicit donor stipulations about how long those long-lived assets must be maintained.

**Impairment of long-lived assets and long-lived assets to be disposed of** – Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. As of December 31, 2020, land available for sale was recorded in the consolidated balance sheets at fair value in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 820, *Fair Value Measurement* (“ASC 820”). The fair value estimate was performed by a third-party specialist using unobservable inputs that are supported by little or no market activity and was, therefore, classified within Level 3 of the valuation hierarchy.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Land available for sale** – Eskaton entered into a purchase and sale agreement effective July 28, 2017, that granted a potential buyer the exclusive option to purchase a parcel of undeveloped land that is approximately 12 acres in Lincoln, California for \$5.6 million. The feasibility period concluded February 28, 2018, and the agreement included optional extensions that were exercised by the prospective buyer through March 2020, upon which time the purchase option was not renewed. A purchase letter of intent was received from another prospective buyer in April 2021 for a purchase price of \$5.1 million. The land was carried at an appraised value of \$1.8 million as of December 31, 2020. The land sale closed on December 27, 2021, for the agreed-upon sale price of \$5.1 million, less sales expenses of \$0.1 million.

**Self-insured employee health and workers' compensation** – The provisions for estimated self-insured employee health and workers' compensation include estimates of the ultimate costs for both reported claims and claims incurred but not reported.

**Derivative instruments** – Eskaton has entered into a swap agreement to manage interest rate risk on its 2006 Bonds. Swaps are contracts to exchange, for a period of time, the investment performance of one underlying instrument for the investment performance of another instrument without exchanging the instruments themselves. Eskaton entered into this agreement to mitigate cash flow and fair value risks related to changes in interest rates.

Eskaton records in its consolidated balance sheets the estimated fair value of swaps at the consolidated balance sheet date. Because the derivative has not been designated as a hedge for accounting purposes, changes in the fair value of the swap are included in nonoperating revenue (expenses) in the consolidated statements of operations and changes in net assets.

**Deferred financing costs** – Deferred financing costs are amortized over the period the obligation is expected to be outstanding or the life of bank direct placement agreements associated with variable rate demand bonds, whichever is shorter. Amortization is calculated using the straight-line method, which approximates the effective interest method. Deferred financing costs are included as a direct reduction of long-term debt. Amortization of deferred financing costs is included as a component of interest and amortization expense in the accompanying consolidated statements of operations and changes in net assets.

**Net asset classifications** – Net assets and changes therein are classified and reported as follows:

*Without donor restrictions* – Net assets available for use in general operations and not subject to donor restrictions.

*With donor restrictions* – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires; that is, when the stipulated time has elapsed, when the stated purpose for which the resource was restricted has been fulfilled, or both. Contributions for which restrictions are satisfied in the same period as received are recorded as contributions revenue without donor restrictions.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

**Endowments** – Endowments are contributions whose use by Eskaton has been restricted by donors to be maintained by Eskaton in perpetuity. The Board of Directors has interpreted California’s enacted Uniform Prudent Management of Institutional Funds Act (“UPMIFA”) as requiring the preservation of the fair value of the original gift as of the gift date of endowments, absent explicit donor stipulations to the contrary. As a result of this interpretation, Eskaton classifies as net assets with donor restrictions (a) the original value of gifts donated, (b) the original value of subsequent gifts, and (c) accumulations to the endowment fund made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Generally, the donors of these assets permit Eskaton to use all or part of the investment return on these assets and to appropriate for distribution each year 5 percent of its endowment fund’s prior year average fair value. Unrealized gains and investment income allocated to the endowment fund are classified as net assets with donor restrictions, as supported by the associated agreements, until those amounts are appropriated for expenditure by Eskaton in a manner consistent with the standard of prudence prescribed by UPMIFA. In the absence of donor stipulations or law to the contrary, losses on the investments of a donor-restricted endowment fund shall reduce net assets with donor restrictions to the extent that donor-imposed restrictions on net appreciation of the fund have not been met before a loss occurs. Any remaining loss shall reduce net assets without donor restrictions.

**Net patient service revenue and home based services revenue** – Net patient services are performed in skilled nursing and home health in exchange for a contractual agreed-upon amount or rate. The transaction price for these services is based on standard charges for goods and services provided, reduced by contractual adjustments provided to third parties, or explicit price concessions. Eskaton determines its estimates for contractual adjustments based on contractual agreements and historical experience. Routine services are treated as a single performance obligation satisfied over time as services are rendered. As such, patient care services represent a bundle of services that are not capable of being distinct. Additionally, there may be ancillary services that are not included in the daily rates for routine services. Ancillary services are treated as separate performance obligations satisfied at a point in time, if and when those services are rendered. Revenue is recognized in the month in which the performance obligations are satisfied. Performance obligations satisfied over time for net patient service revenue are recognized based on actual charges incurred. This method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation.

The following represents net patient service revenue and home based services revenue disaggregated by payor source for the years ended December 31, as this best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors:

	Year Ended December 31, 2021				Total
	Private Pay	Other Insurance	Medicare	Medi-Cal	
Net patient service revenue	\$ 1,492	\$ 14,845	\$ 4,613	\$ 22,673	\$ 43,623
Home based services revenue	705	1,095	1,800	-	3,600
	\$ 2,197	\$ 15,940	\$ 6,413	\$ 22,673	\$ 47,223

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

	Year Ended December 31, 2020				Total
	Private Pay	Other Insurance	Medicare	Medi-Cal	
Net patient service revenue	\$ 1,326	\$ 12,666	\$ 3,913	\$ 23,027	\$ 40,932
Home based services revenue	800	1,690	1,305	117	3,912
	<u>\$ 2,126</u>	<u>\$ 14,356</u>	<u>\$ 5,218</u>	<u>\$ 23,144</u>	<u>\$ 44,844</u>

**Resident service revenue** – Eskaton provides senior living services to residents for a stated monthly fee. Eskaton recognizes revenue for housing services under independent living, assisted living, and memory care residency agreements in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* (“ASC 606”). Eskaton has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. In conjunction with its resident services, Eskaton sells CCRC memberships. Revenue associated with these memberships is recognized over the estimated remaining life of the resident.

The following represents resident service revenue disaggregated by service line for the years ended December 31, as this best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors:

	Year Ended December 31, 2021				Total
	Assisted Living	Memory Care	Independent Living	CCRC	
Resident service revenue	<u>\$ 22,200</u>	<u>\$ 6,801</u>	<u>\$ 8,538</u>	<u>\$ 50,347</u>	<u>\$ 87,886</u>

	Year Ended December 31, 2020				Total
	Assisted Living	Memory Care	Independent Living	CCRC	
Resident service revenue	<u>\$ 26,225</u>	<u>\$ 9,066</u>	<u>\$ 8,808</u>	<u>\$ 43,989</u>	<u>\$ 88,088</u>

**Government grant revenue** – Government grant revenue consists of Provider Relief Funds disbursed by the U.S. Department of Health & Human Services as part of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) that was signed into law on March 27, 2020. The CARES Act established the Provider Relief Fund (“PRF”) to be used for economic support of healthcare entities in connection with healthcare-related expenses or lost revenues attributable to novel coronavirus (“COVID-19”) and treatment of uninsured COVID-19 patients. The PRF funds have been accounted for as conditional contributions under ASC 958-605, *Not-for-Profit Entities—Revenue Recognition*. Because PRF payments can only be used to prevent, prepare for, or respond to COVID-19, they are considered donor-restricted. Due to the linkage of the conditions with the restrictions, the restrictions were simultaneously satisfied upon meeting the conditions, and therefore the PRF funds have been fully recognized as support without donor restrictions in the consolidated statements of operations and changes in net assets during the year ended December 31, 2021 and 2020.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Other revenue** – Other revenue is derived from management agreements and other ancillary revenues. Eskaton manages certain communities under contracts that provide periodic management fee payments to the Organization. Management fees are generally determined by an agreed-upon percentage of gross revenues (as defined in the management agreement). Certain management contracts also provide for an annual incentive fee to be paid to Eskaton upon achievement of certain metrics identified in the contract. There were no incentive fee amounts recorded for the years ending December 31, 2021 or 2020. Eskaton recognizes revenue for community management services in accordance with the provisions of ASC 606. Although there are various management and operational activities performed by Eskaton under the contracts, the Company has determined that all community operations management activities are a single performance obligation, which is satisfied over time as the services are rendered.

**Donated services and materials** – A number of volunteers donate significant amounts of time to advance Eskaton’s program objectives. No amounts are reported in the accompanying consolidated financial statements for donated services since no objective basis is available to measure the value of such services.

Eskaton records the donation of materials when an objective basis is available to measure the value of those donations and when the materials would be purchased if they were not donated. These amounts are recorded as contribution revenues and as expenses.

**(Deficiency) excess of revenues, gains, and other support over expenses** – The consolidated statements of operations and changes in net assets include (deficiency) excess of revenues, gains, and other support over expenses. Changes in net assets without donor restrictions, which are excluded from the (deficiency) excess of revenues, gains, and other support over expenses, include pension-related changes other than net periodic pension cost.

**Advertising** – Advertising costs are expensed as incurred and included in purchased services expense in the accompanying consolidated statements of operations and changes in net assets. Advertising expense was approximately \$1,395,000 and \$723,000 for the years ended December 31, 2021 and 2020, respectively.

**Income taxes** – Eskaton, EPI, EVGV, EVR, EVP, ELGB, EFWL, TRC, and Eskaton Foundation are exempt from income taxes under Section 501(a) of the Internal Revenue Code as organizations described in Section 501(c)(3) and applicable state regulations, except for federal and state tax on income resulting from unrelated business income. LD and CHC are taxable entities; however, income taxes for these entities are not significant to the consolidated financial statements.

ASC 740, *Income Taxes*, prescribes a recognition threshold and measurement attribute for financial statement disclosure of tax positions taken or expected to be taken on a tax return. Recognition of a tax position is determined when it is more likely than not that a tax position will be sustained on examination by the taxing authorities, including resolution of any related appeals or litigation processes. A tax position that meets the more likely than not recognition threshold is measured at the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority. Eskaton recognizes interest and penalties related to income tax matters in operating expenses. As of December 31, 2021 and 2020, there were no such uncertain tax positions.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Use of management's estimates** – The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Accounting estimates include fair value measurements of investments, accounts receivable allowances, useful lives of fixed assets, deferred revenue from unamortized CCRC membership fees, future service benefit obligations, self-insured workers' compensation, self-insured employee health costs, interest rate swap liability, unfunded pension obligation, and professional liability.

**Fair value measurements** – ASC 820 prescribes fair value measurements and disclosures for financial and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a framework for measuring fair value and expands disclosures about fair value measurements.

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, other receivables, deposits and prepaid expenses, other assets, and accrued liabilities approximate fair value. The fair values of assets limited as to use and investments are disclosed in Note 4. The fair values of derivative instruments are disclosed in Note 5.

**Recent accounting pronouncements** – In August 2018, the FASB issued Accounting Standards Update (“ASU”) No. 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20): Disclosure Framework—Changes to the Disclosure Framework for Defined Benefit Plans* (“ASU 2018-14”), to improve the effectiveness of disclosures in the notes to financial statements by facilitating clear communication of the information required by generally accepted accounting principles that are most important to users of financial statements through the removal, clarification, and addition of disclosure requirements. The adoption is effective for the Organization for the fiscal year ending December 31, 2021. Eskaton adopted this standard for the fiscal year ended December 31, 2021, and the adoption did not have a material impact on the consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software*, to align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The adoption is effective for the Organization for the fiscal year ending December 31, 2021. Eskaton adopted this standard for the fiscal year ended December 31, 2021, and the adoption did not have a material impact on the consolidated financial statements.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848)*. The amendments in this ASU are elective and provide optional guidance for a limited period to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform. The amendments in this ASU provide optional expedients and exceptions for applying generally accepted accounting principles (GAAP) to contracts, hedging relationships, and other transactions that reference London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued because of reference rate reform. The amendments in this ASU may be elected as of March 12, 2020 through December 31, 2022. An entity may choose to elect the amendments in this update at an interim period subsequent to March 12, 2020 with adoption methods varying based on transaction type. The Organization is currently evaluating the impact of ASU 2020-04 on the consolidated financial statements.

In January 2021, the FASB issued ASU 2021-01, *Reference Rate Reform (Topic 848)*. The main amendments in this ASU are intended to clarify certain optional expedients and scope of derivative instruments affected in Topic 848. The amendments in this ASU are elective and effective immediately. This ASU was effective upon issuance. Amendments may be elected through December 31, 2022. The Organization is currently evaluating the impact of ASU 2021-01 on the consolidated financial statements.

#### **NOTE 3 – THIRD-PARTY PAYORS**

Eskaton has agreements with third-party payors that provide for payments to Eskaton at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

**Medicare** – Skilled nursing services and home health visits provided to Medicare program beneficiaries are reimbursed under the Prospective Payment System ("PPS"). Eskaton is reimbursed under the PPS system for skilled nursing services on a per diem rate depending on each patient category, which is determined by the Patient Driven Payment Model ("PDPM"). Eskaton is reimbursed under the PPS system for home health visits on a per 30-day case rate depending on each patient category, which is determined by the Patient Driven Groupings Model ("PDGM").

**Medi-Cal** – Skilled nursing services and home health visits rendered to Medi-Cal program beneficiaries are reimbursed under prospectively determined per diem or per visit rates.

**Other** – Eskaton has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to Eskaton under these agreements includes prospectively determined daily rates and discounts from established charges.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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#### NOTE 4 – ASSETS LIMITED AS TO USE AND INVESTMENTS

**Assets limited as to use** – The composition of assets limited as to use, stated at fair value, as of December 31 is set forth in the following table (in thousands):

	<u>2021</u>	<u>2020</u>
Required under bond indenture and HUD regulatory agreements for escrow, principal, interest, reserves, and insurance, held by trustee:		
Cash and short-term investments	\$ 1,789	\$ 1,861
U.S. Treasury notes, government securities, and other corporate debt securities	<u>8,352</u>	<u>8,426</u>
	<u>10,141</u>	<u>10,287</u>
Resident assistance and program funds with donor restrictions:		
Cash and short-term investments	13	700
Equity securities	252	1,055
Mutual funds	<u>1,680</u>	<u>2,837</u>
	<u>1,945</u>	<u>4,592</u>
	12,086	14,879
Less current portion	<u>673</u>	<u>670</u>
	<u>\$ 11,413</u>	<u>\$ 14,209</u>

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

**Investments** – Investments, at fair value as of December 31 include the following (in thousands):

	2021	2020
Corporate reserves for capital replacement, liquidity, and growth:		
Cash and short-term investments	\$ 4,139	\$ 737
U.S. Treasury notes, government securities, and other corporate debt securities	-	8,171
Equity securities	23,481	42,607
Mutual funds	52,253	19,081
	79,873	70,596
Corporate reserves for resident assistance and charitable gift annuities:		
Cash and short-term investments	117	2,176
U.S. Treasury notes, government securities, and other corporate debt securities	107	152
Equity securities	575	2,222
Mutual funds	3,203	5,595
	4,002	10,145
	83,875	80,741
Less current portion	79,873	70,596
	\$ 4,002	\$ 10,145

ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to measurements involving significant unobservable inputs (Level 3). The three levels of the fair value hierarchy are as follows:

**Level 1** – Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that Eskaton has the ability to access at the measurement date.

**Level 2** – Inputs are other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

**Level 3** – Inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement falls is based on the lowest level input that is significant to the fair value measurement, in its entirety.

## **Eskaton and Subsidiaries**

### **Notes to Consolidated Financial Statements**

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The fair values of the financial instruments as of December 31, 2021 and 2020 represent management's best estimates of the amounts that would be received to sell those assets or that would be paid to transfer those liabilities in an orderly transaction between market participants at that date. Those fair value measurements maximize the use of observable inputs. However, in situations where there is little, if any, market activity for the asset or liability at the measurement date, the fair value measurement reflects management's own judgments about the assumptions that market participants would use in pricing the asset or liability. Those judgments are developed by management based on the best information available in the circumstances.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

**Cash and cash equivalents** – The carrying amounts at face value approximate fair value because of the short maturity of these instruments.

**Marketable investment securities** – Certificates of deposit, money market funds, common stock, mutual funds, U.S. government securities, U.S. government bonds, and corporate bonds are measured using quoted market prices at the reporting date multiplied by the quantity held.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

Investments by level as of December 31 are as follows (in thousands):

	December 31, 2021	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Investments (including assets limited as to use):				
Cash and cash equivalents	\$ 5,607	\$ 5,607	\$ -	\$ -
Money market funds	451	451	-	-
Common stocks	24,308	24,308	-	-
Mutual funds	57,136	57,136	-	-
U.S. government securities	1,813	1,813	-	-
U.S. government bonds	4,992	4,992	-	-
Corporate bonds	1,654	1,654	-	-
<b>Total investments, at fair value</b>	<b>\$ 95,961</b>	<b>\$ 95,961</b>	<b>\$ -</b>	<b>\$ -</b>

	December 31, 2020	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Investments (including assets limited as to use):				
Cash and cash equivalents	\$ 2,483	\$ 2,483	\$ -	\$ -
Certificates of deposit	45	-	45	-
Money market funds	2,940	2,940	-	-
Common stocks	45,884	45,884	-	-
Mutual funds	27,513	27,513	-	-
U.S. government securities	3,596	3,596	-	-
U.S. government bonds	10,539	10,539	-	-
Corporate bonds	2,614	2,614	-	-
<b>Total investments, at fair value</b>	<b>\$ 95,620</b>	<b>\$ 95,575</b>	<b>\$ 45</b>	<b>\$ -</b>

Eskaton management meets at least quarterly with its investment advisor to review the strategy and the ongoing performance of all investments, including analyzing changes in fair value measurements from period to period.

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

Investment income, expenses, and gains (losses) for assets limited as to use, cash equivalents, and investments are comprised of the following for the years ended December 31 (in thousands):

	Year Ended December 31, 2021		
	Obligated Group	Nonobligated	Total
Investment income:			
Interest and dividend income	\$ 1,550	\$ 280	\$ 1,830
Realized gains on sales of securities	11,634	711	12,345
Unrealized gains (losses) on trading securities	(4,322)	772	(3,550)
	<u>8,862</u>	<u>1,763</u>	<u>10,625</u>
Less investment expenses	<u>349</u>	<u>19</u>	<u>368</u>
Total investment income	<u>8,513</u>	<u>1,744</u>	<u>10,257</u>
Less investment income with donor restrictions	<u>-</u>	<u>212</u>	<u>212</u>
Investment income without donor restrictions	<u>\$ 8,513</u>	<u>\$ 1,532</u>	<u>\$ 10,045</u>

	Year Ended December 31, 2020		
	Obligated Group	Nonobligated	Total
Investment income:			
Interest and dividend income	\$ 1,159	\$ 172	\$ 1,331
Realized gains on sales of securities	7,237	46	7,283
Unrealized losses on trading securities and alternative investments	555	1,948	2,503
	<u>8,951</u>	<u>2,166</u>	<u>11,117</u>
Less investment expenses	<u>360</u>	<u>7</u>	<u>367</u>
Total investment loss	<u>8,591</u>	<u>2,159</u>	<u>10,750</u>
Less investment loss with donor restrictions	<u>-</u>	<u>177</u>	<u>177</u>
Investment loss without donor restrictions	<u>\$ 8,591</u>	<u>\$ 1,982</u>	<u>\$ 10,573</u>

**NOTE 5 – DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES**

Eskaton has an interest rate swap derivative instrument ("swap") to manage its exposure on its debt instruments. By using derivative instruments, Eskaton exposes itself to credit risk and termination risk.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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Credit risk exists because Eskaton is dependent upon the interest rate swap counterparty to meet its obligations under the agreement. This risk is measured by the cost associated with replacing the agreement, not by the notional amount of the agreement. At inception, the swap's replacement cost, or fair market value, is close to zero. If interest rates change such that the fair market value of the swap is positive, Eskaton's exposure to the swap counterparty increases as the cost of replacing the agreement increases. If the fair market value decreases, Eskaton's exposure to the swap counterparty decreases. Eskaton minimizes the credit risk in derivative instruments by entering into transactions with high-quality counterparties whose credit rating is higher than A2/A.

Termination risk is the risk that a swap will be terminated by the swap counterparty before maturity and Eskaton, due to adverse market conditions, will be forced to make a cash termination payment to the counterparty. The termination risk associated with swaps is managed by establishing and monitoring parameters that limit the market value sensitivity Eskaton is willing to accept. Termination risk is also mitigated by allowing only Eskaton to have voluntary termination rights and allowing the swap counterparty to terminate only under specific ratings downgrade triggers of Eskaton.

The estimated fair values of derivative instruments have been determined using Level 2 inputs including available market information and valuation methodologies. As of December 31, 2021 and 2020, the fair values of these derivatives were recorded in the consolidated balance sheets at net liabilities of \$3.7 million and \$4.7 million, respectively. The credit risk assumption, as required under ASC 820, reduced Eskaton's interest rate swap liability by \$0.2 million and \$0.3 million in 2021 and 2020, respectively.

**Interest rate swap agreement for variable-rate debt** – Eskaton has issued variable-rate debt to refinance various debt issuances and finance capital improvements. The variable-rate debt obligations expose Eskaton to variability in interest payments due to changes in interest rates. Management believes it is prudent to limit the variability of a portion of its interest payments. To meet this objective, management entered into a swap agreement to manage fluctuations in cash flows resulting from interest rate risk. This swap effectively changed the variable-rate cash flow exposure on the Series 2006 Bonds to fixed-rate cash flows. Under the terms of the swap, Eskaton makes fixed interest rate payments and receives variable interest rate payments, thereby creating the equivalent of fixed-rate debt. As of December 31, 2021 and 2020, Eskaton was party to a swap agreement with an aggregate notional principal amount of \$16.3 million and \$16.9 million, respectively.

**Interest rate swap activities** – Interest rate swap activities included in nonoperating revenue (expenses) for the years ended December 31 consist of the following (in thousands):

	2021	2020
Net unrealized gain (loss) on interest rate swap agreements	\$ 1,074	\$ (788)
Net payments on interest rate swap agreements	(601)	(551)
<b>Total interest rate swap activities</b>	<b>\$ 473</b>	<b>\$ (1,339)</b>

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

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**NOTE 6 – PROPERTY AND EQUIPMENT, NET**

Property and equipment, net as of December 31 consists of the following (in thousands):

	<u>2021</u>	<u>2020</u>
Land	\$ 25,403	\$ 26,685
Land improvements	22,145	21,835
Buildings and improvements	226,108	226,984
Equipment	<u>37,664</u>	<u>39,167</u>
	311,320	314,671
Accumulated depreciation	<u>(197,253)</u>	<u>(190,884)</u>
	114,067	123,787
Construction in progress	<u>2,229</u>	<u>4,692</u>
Property and equipment, net	<u>\$ 116,296</u>	<u>\$ 128,479</u>

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

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**NOTE 7 – LONG-TERM DEBT**

Long-term debt as of December 31 consists of the following (in thousands):

	2021	2020
Obligated group:		
Series 2013 Tax-Exempt Fixed-Rate Revenue Bonds (Series 2013 Bonds) due 2035, principal due in annual installments and fixed interest of 2.00% to 5.00% due semi-annually; secured by deeds of trust.	\$ 39,815	\$ 41,310
Series 2012 Tax-Exempt Fixed-Rate Revenue Bonds (Series 2012 Bonds) due 2034, principal due in annual installments and fixed interest of 2.00% to 5.25% due semi-annually; secured by deeds of trust.	28,035	29,310
Series 2008A Tax-Exempt Variable-Rate Demand Revenue Refunding Bonds (Series 2008A Bonds) due 2025, principal due in annual installments and variable interest due monthly (1.63% and 1.68% at December 31, 2021 and 2020, respectively); held under a bank direct placement agreement; secured by deeds of trust.	9,975	11,025
Series 2006 Tax-Exempt Variable-Rate Demand Revenue Bonds (Series 2006 Bonds) due 2022, principal due in annual installments and variable interest due monthly (1.31% and 1.35% at December 31, 2021 and 2020, respectively); held under a bank direct placement agreement; secured by deeds of trust.	14,850	15,460
Other notes, due through 2021	-	2,018

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

	<u>2021</u>	<u>2020</u>
Nonobligated:		
Note payable to ORIX Real Estate Capital, LLC due 2050, principal and interest of 3.07% due in monthly installments of \$53, insured by U.S. Department of Housing and Urban Development under Section 232, pursuant to Section 223(f); secured by deed of trust.	12,110	12,372
Note payable to ORIX Real Estate Capital, LLC due 2047, principal and interest of 2.45% due in monthly installments of \$32; insured by U.S. Department of Housing and Urban Development under Section 232, pursuant to Section 223(f); secured by deed of trust.	7,327	7,527
Note payable to First Republic Bank due 2035, principal and interest of 3.85% due in monthly installments of \$40.	5,137	5,411
Other notes, due through 2023, repaid in 2021	-	3,769
	<u>117,249</u>	<u>128,202</u>
Unamortized premiums	3,013	3,233
Unamortized deferred financing costs	<u>(2,321)</u>	<u>(2,551)</u>
	117,941	128,884
Less current maturities, net of premiums and deferred financing costs of \$8 and \$0 in 2021 and 2020, respectively	<u>24,340</u>	<u>7,462</u>
	<u>\$ 93,601</u>	<u>\$ 121,422</u>

Maturities (as calculated based on the following paragraph) of long-term debt are as follows (in thousands):

Year Ending December 31,

2022	\$ 24,447
2023	4,624
2024	4,812
2025	9,937
2026	3,811
Thereafter	<u>69,618</u>
	<u>\$ 117,249</u>

Eskaton calculated the above maturities of long-term debt as if the variable rate demand bonds held under direct placement agreements with banks were not renewed or successfully remarketed or refinanced and were required to be repaid at the expiration dates in 2022 and 2025. Maturities exclude unamortized premiums and deferred financing costs.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The total amount of long-term debt supported by direct placement agreements as of December 31, 2021 and 2020 was approximately \$24.8 million and \$26.5 million, respectively. Eskaton pays fees on each direct placement facility, which range from 1.25% to 1.76% per annum, plus a percentage of 1-month LIBOR, and are included in interest and amortization expense in the accompanying consolidated statements of operations and changes in net assets.

Interest and amortization expense related to long-term debt for the years ended December 31 comprises the following (in thousands):

	2021	2020
<b>Obligated Group:</b>		
Interest on bonds and notes	\$ 3,735	\$ 4,114
Letter of credit and other financing fees	55	34
Amortization of debt issuance costs	192	150
<b>Nonobligated:</b>		
Interest on bonds and notes	903	1,056
Amortization of debt issuance costs	38	34
	\$ 4,923	\$ 5,388

The Series 2013 Bonds, Series 2012 Bonds, Series 2008A Bonds, and Series 2006 Bonds are subject to restrictive covenants contained in the Master Indenture. The Series 2008A Bonds and Series 2006 Bonds are also subject to additional covenants contained in the direct placement agreements with U.S. Bank, N.A. and Compass Mortgage Corporation, respectively. Under the Master Indenture, Eskaton is required to maintain certain deposits with a trustee that are included in assets limited as to use. The Master Indenture and related direct placement agreements also, among other things, require Eskaton to maintain specified debt service coverage ratios and days cash on hand, place limits on Eskaton on the incurrence of additional long-term debt, and require Eskaton to report material adverse changes. Management believes that Eskaton was in compliance with the various covenants as of and for the year ended December 31, 2021, with the exception of a debt coverage ratio covenant associated with the First Republic Bank note payable related to The Reutlinger Community. Eskaton requested a waiver letter from First Republic Bank, but had not obtained the waiver nor had First Republic Bank requested repayment of the note payable as of the date the financial statements are issued. Therefore, the outstanding balance on the note payable of \$5.0 million has been classified as current maturities of long-term debt on the accompanying balance sheets as of December 31, 2021.

The notes payable to Lument (formerly ORIX Real Estate Capital, LLC) are also subject to restrictive covenants, including the requirement to maintain certain deposits with the lender. Such deposits include mortgage insurance premiums, property taxes, and property insurance escrow accounts. The lender also holds reserve accounts for capital replacement reserves and residual receipts. All such escrow accounts and reserve accounts are included in assets limited as to use. Disbursements from the reserve accounts for the proper purpose may be made only after receiving consent in writing from the U.S. Secretary of Housing and Urban Development.

The Series 2006 Bonds are held by Compass Mortgage Corporation under a direct placement agreement expiring May 31, 2022. The Series 2008A Bonds are held by U.S. Bank, N.A. under a direct placement agreement expiring December 1, 2025.

## **Eskaton and Subsidiaries**

### **Notes to Consolidated Financial Statements**

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#### **NOTE 8 – PENSION PLANS**

Eskaton has a defined benefit cash balance pension plan (“Eskaton Retirement Plan” or the “Plan”) whereby, a participant’s monthly rate of retirement benefits shall equal one twelfth of the amount determined in accordance with the Plan provisions. A participant may elect an optional form of benefit, including a single lump-sum payment. The Eskaton Retirement Plan covers all employees of Eskaton, EPI, EVGV, EVR, EVP, ELGB, EFWL, Eskaton Foundation, and LD who have attained the age of 21 after completion of one year of service in which the employee completes 1,000 hours of service. The Plan requires five benefit years to vest.

Eskaton also maintains a Supplemental Executive Retirement Plan (“SERP”) that provides supplemental funds for retirement or death for selected key employees of Eskaton in the event that the Eskaton Retirement Plan benefits of such individuals are less than the specified target. The SERP is a nonqualified plan intended to meet the requirements of an ineligible deferred compensation plan as described in Section 457(f) of the Internal Revenue Code of 1986. The benefit under the SERP is offset by certain portions of the Eskaton Retirement Plan. It is expected over time that the benefits payable from the SERP will be nearly completely offset by the cash balance pension plan.

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

The following table presents the changes in the benefit obligations, fair value of assets, and funded status of the Plan as of December 31 (in thousands):

	Eskaton Retirement Plan		SERP	
	2021	2020	2021	2020
Benefit obligation, beginning of year	\$ 36,663	\$ 31,824	\$ 2,413	\$ 1,789
Service cost	1,046	906	32	2,343
Interest cost	759	937	47	32
Benefits paid	(3,444)	(2,363)	-	(8)
Plan amendment	315	1,750	-	-
Actuarial (gain) loss	(352)	3,609	(322)	(1,743)
Benefit obligation, end of year	<u>\$ 34,987</u>	<u>\$ 36,663</u>	<u>\$ 2,170</u>	<u>\$ 2,413</u>
Fair value of assets, beginning of year	\$ 38,392	\$ 33,837	\$ -	\$ -
Return on plan assets	4,154	4,458	-	-
Employer contributions	550	2,460	-	8
Benefits paid	(3,444)	(2,363)	-	(8)
Fair value of assets, end of year	<u>\$ 39,652</u>	<u>\$ 38,392</u>	<u>\$ -</u>	<u>\$ -</u>
Funded status at end of year (recognized in unfunded pension obligation and funded pension obligation in the consolidated balance sheets)	<u>\$ 4,665</u>	<u>\$ 1,729</u>	<u>\$ (2,170)</u>	<u>\$ (2,413)</u>

The accumulated benefit obligation for the pension plan was \$34.2 million and \$36.1 million as of December 31, 2021 and 2020, respectively. For the year ended December 31, 2021, there was not a significant gain or loss related to changes in the benefit obligation. For the year ended December 31, 2020, the Plan experienced a \$3.6 million loss related to changes in the benefit obligation primarily due to a decrease in the discount rate.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

Net periodic benefit cost recognized and other changes in plan assets and benefit obligations, which are excluded from (deficiency) excess of revenues, gains, and other support over expenses, in 2021 and 2020 are as follows (in thousands):

	Eskaton Retirement Plan		SERP	
	2021	2020	2021	2020
Service cost	\$ (1,046)	\$ (906)	\$ (32)	\$ (2,343)
Interest cost	(759)	(937)	(47)	(32)
Expected return on plan assets	2,575	2,340	-	-
Amortization of prior service cost	(566)	(298)	-	-
Amortization of net gain (loss)	(848)	(776)	304	179
Settlement charge	(412)	-	-	-
<b>Net periodic benefit cost recognized</b>	<b>(1,056)</b>	<b>(577)</b>	<b>225</b>	<b>(2,196)</b>
Other changes in plan assets and benefit obligations recognized in net assets (deficit) without donor restrictions:				
Net actuarial gain (loss)	2,779	(716)	17	1,565
Prior service cost	251	(1,452)	-	-
Impact of settlement accounting	412	-	-	-
<b>Total recognized in net assets (deficit) without donor restrictions</b>	<b>3,442</b>	<b>(2,166)</b>	<b>17</b>	<b>1,565</b>
<b>Total recognized in net periodic benefit cost and net assets (deficit) without donor restrictions</b>	<b>\$ 2,386</b>	<b>\$ (2,745)</b>	<b>\$ 242</b>	<b>\$ (631)</b>

Weighted average assumptions used are as follows:

	Eskaton Retirement Plan		SERP	
	2021	2020	2021	2020
Discount rate - benefit obligation	2.60%	2.10%	2.60%	2.10%
Discount rate - benefit cost	2.10%	3.00%	2.10%	3.00%
Expected rate of return on plan assets	7.00%	7.00%	n/a	n/a
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%

Eskaton's expected rate of return on plan assets is based on the portfolio as a whole and not on the sum of the returns on individual asset categories. The return is based exclusively on historical returns, without adjustments.

**Measurement date** – The measurement date used to determine pension benefit measures for the plans is December 31.

**Cash flows** – Eskaton expects to contribute \$0.5 million to the Eskaton Retirement Plan and \$0.3 million to the SERP during the fiscal year ending December 31, 2022.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The benefits expected to be paid are as follows (in thousands):

Year Ending December 31:	Eskaton Retirement Plan	SERP
2022	\$ 2,527	\$ 337
2023	3,251	189
2024	2,590	81
2025	3,866	265
2026	2,800	103
2027-2031	13,399	957

The expected benefits are based on the same assumptions used to measure Eskaton's benefit obligation as of December 31, 2021, and include estimated future employee service.

**Plan assets** – Eskaton's investment policy for the Eskaton Retirement Plan states the overall investment objectives of the account. It also contains a target asset mix and asset mix restrictions, which in combination with the skills of each investment manager should achieve these objectives.

The objectives of the account are expected to be pursued as a long-term goal designed to maximize the returns without exposure to undue risk. Each investment manager's greatest concern is expected to be the long-term appreciation of the assets and consistency of total portfolio returns. Management expects the account to exceed (net of fees) the composite benchmark relevant to the target asset allocation defined in the investment policy.

Target Asset Mix Table  
Overall Portfolio

Asset class	Minimum percentage	Target percentage	Maximum percentage
Domestic equities	30%	45%	60%
Real estate	0%	5%	10%
International equities	10%	15%	20%
Domestic fixed income	15%	25%	35%
Alternative investments	0%	10%	20%

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

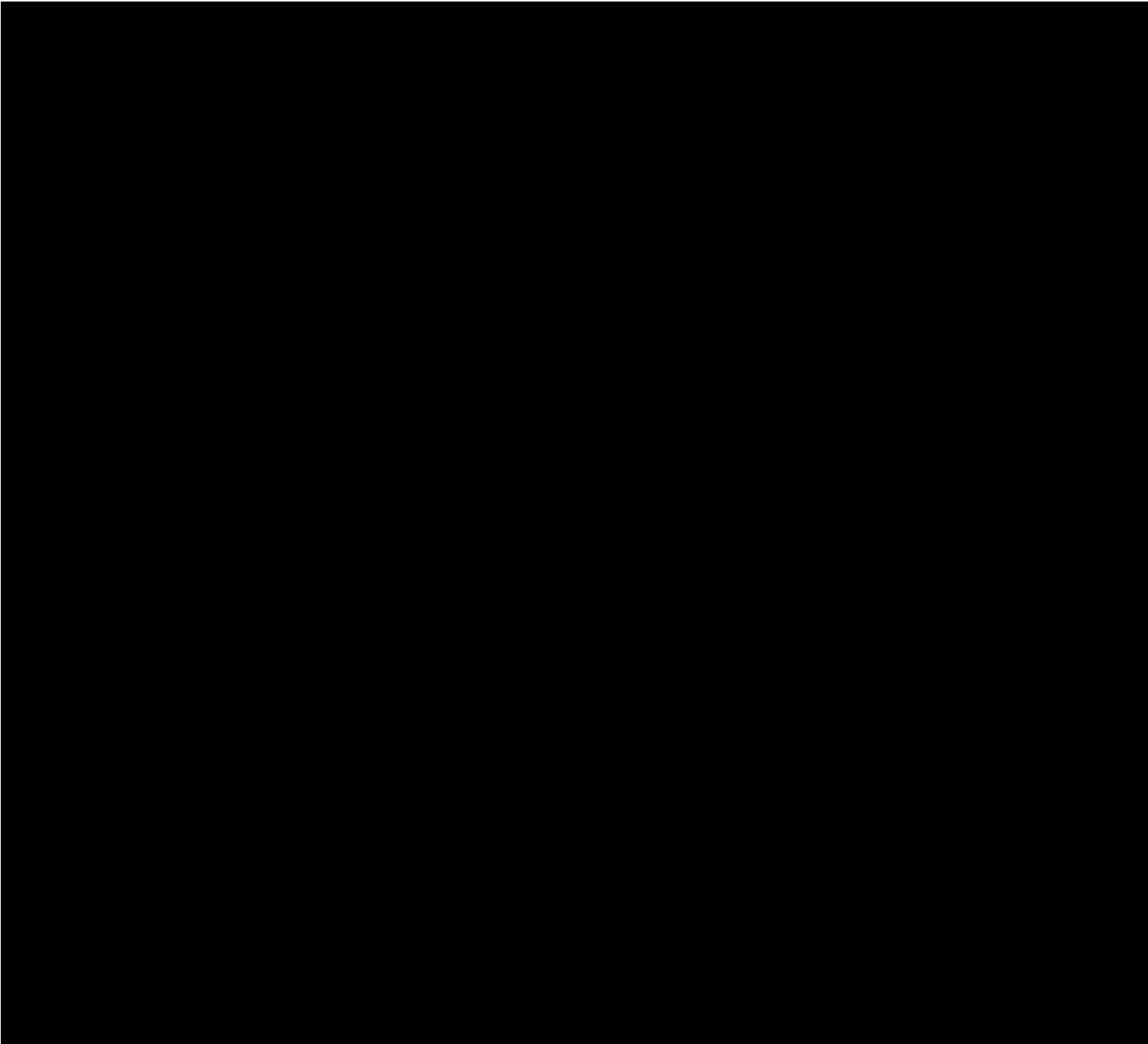
The asset allocations of plan assets as of December 31 are as follows (in thousands):

	December 31, 2021	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash	\$ 1,650	\$ 1,650	\$ -	\$ -
Common stocks	10,503	10,503	-	-
Mutual funds	27,318	27,318	-	-
Guaranteed investment account	27	-	27	-
Pooled separate account	154	-	154	-
<b>Total pension assets, at fair value</b>	<b>\$ 39,652</b>	<b>\$ 39,471</b>	<b>\$ 181</b>	<b>\$ -</b>

	December 31, 2020	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash	\$ 481	\$ 481	\$ -	\$ -
Common stocks	10,051	10,051	-	-
Mutual funds	23,724	23,724	-	-
U.S. government bonds	2,666	2,666	-	-
Corporate bonds	1,258	1,258	-	-
Guaranteed investment account	88	-	88	-
Pooled separate account	124	-	124	-
<b>Total pension assets, at fair value</b>	<b>\$ 38,392</b>	<b>\$ 38,180</b>	<b>\$ 212</b>	<b>\$ -</b>

There were no significant transfers between plan assets with inputs with quoted prices in active markets for identical assets (Level 1) and assets with inputs with significant other observable inputs (Level 2) during the years ended December 31, 2021 and 2020.

**NOTE 9 – CONTINUING CARE RETIREMENT COMMUNITIES**



**NOTE 10 – SELF-INSURED EMPLOYEE HEALTH AND WORKERS’ COMPENSATION**

Eskaton is self-insured for employee health and workers’ compensation up to \$150,000 and \$1 million per claim, respectively. Eskaton maintains stop-loss insurance policies for employee health and workers’ compensation with a limit of \$0 per claim and statutory limits, respectively. Accruals have been made for estimated liabilities, including estimates for incurred but not reported claims. Eskaton has recorded a liability of \$2.2 million and \$1.2 million as of December 31, 2021 and 2020, respectively, in relation to employee health. Eskaton has recorded a liability of \$11.7 million and \$13.2 million as of December 31, 2021 and 2020, respectively, in relation to workers’ compensation. Eskaton is required to participate as a member in the State of California Self-Insurers’ Security Fund, a not-for-profit mutual benefit corporation, to secure its liabilities for self-insured workers’ compensation. In Eskaton’s past experience, no claims have been made against this financial instrument. Management does not expect any material loss to result from this off-balance-sheet instrument because performance is not expected to be required and, therefore, is of the opinion that the fair value of this instrument is zero. Any related insurance recovery receivables are recorded as due from liability insurer in the accompanying consolidated balance sheets.

**NOTE 11 – PROFESSIONAL LIABILITY INSURANCE**

Eskaton maintains claims-made commercial professional liability insurance coverage with California Healthcare Insurance Company covering losses up to \$5 million per claim, annual aggregate of \$15 million, with a \$10,000 deductible per claim. Eskaton also purchases excess professional liability insurance coverage of \$10 million per claim and \$10 million aggregate over the primary insurance coverage limits. Eskaton has recorded a liability of \$1.5 million and \$1.4 million for the tail exposure as of December 31, 2021 and 2020, respectively. In accordance with ASC 954-450, *Health Care Entities—Contingencies*, Eskaton has also recorded a liability of \$5.9 million and \$4.7 million as of December 31, 2021 and 2020, respectively, for estimated claim liabilities insured under its liability policy. These amounts are recorded as professional liability in the accompanying consolidated balance sheets. Any related insurance recovery receivables are recorded as due from liability insurer in the accompanying consolidated balance sheets.

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

Various legal settlements were reached that resulted in professional fees expense of \$5.5 million and \$8.2 million in the consolidated statements of operations and changes in net assets for the years ended December 31, 2021 and 2020, respectively.

With these settlements, Eskaton was able to close its \$15.3 million letter of credit with U.S. Bank, and the corresponding court-mandated appeal bond of \$25.4 million. Both the standby letter of credit and the appeal bond were closed in October 2020.

Eskaton is a defendant in other various legal actions arising from its normal conduct of business. It is the opinion of Eskaton's management, after consulting with legal counsel, that the outcome of such matters will not have a material adverse effect on the consolidated financial position or results of operations of Eskaton.

In March 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency. The COVID-19 outbreak in the United States has not resulted in an Organization facility closure; however, facility closures or disruption in operations of customers, suppliers, or third-party payers, could adversely impact the Organization's results of operations to the extent that COVID-19, or any other epidemic, harms the global economy. The ultimate duration and intensity of the impact of COVID-19 and resulting disruption to the Organization's operations is uncertain.

**NOTE 13 – CONCENTRATIONS OF CREDIT RISK**

Eskaton's financial instruments that are exposed to concentrations of credit risk consist primarily of bank demand deposits in excess of Federal Deposit Insurance Corporation ("FDIC") and Security Investor Protection Corporation ("SIPC") limits and its accounts receivable.

Eskaton's operating facilities are located primarily in the Sacramento, California, metropolitan area. Eskaton grants credit without collateral to its patients and residents, most of whom are insured under third-party payor agreements.

Accounts receivable, net from patients and third-party payors as of December 31 are as follows (in thousands):

	2021	2020
Medicare	\$ 2,139	\$ 890
Medi-Cal	2,308	2,557
Other third-party payors	2,626	1,310
Patients and residents	1,055	980
	\$ 8,128	\$ 5,737

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

#### NOTE 14 – NATURAL AND FUNCTIONAL EXPENSES

The consolidated financial statements report certain expense categories that are attributable to more than one service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function including depreciation, interest and amortization, and insurance and other are allocated to a function based on a units-of-service basis. Expenses related to providing these services for the years ended December 31 are as follows (in thousands):

	Year Ended December 31, 2021						
	Program Services				Support Services		TOTALS
	Health Services	Residential Services	Community Services	Home Based Services	Fundraising	General & Admin	
Salaries and wages	\$ 28,562	\$ 27,555	\$ 200	\$ 1,615	\$ 104	\$ 19,230	\$ 77,266
Employee benefits	8,937	8,781	69	597	30	3,506	21,920
Professional fees	5,546	951	-	18	-	6,426	12,941
Supplies	2,648	3,689	-	80	-	689	7,106
Purchased services	1,742	6,836	-	-	-	5,105	13,683
Ancillary costs	2,999	246	-	51	-	-	3,296
Utilities	1,063	3,242	3	55	-	1,610	5,972
Insurance and other	2,425	832	33	117	136	5,119	8,664
Depreciation	1,509	9,437	-	-	-	707	11,653
Interest and amortization	295	4,130	-	-	-	498	4,923
<b>Total Expenses</b>	<b>\$ 55,726</b>	<b>\$ 66,699</b>	<b>\$ 304</b>	<b>\$ 2,533</b>	<b>\$ 272</b>	<b>\$ 42,890</b>	<b>\$ 167,424</b>

	Year Ended December 31, 2020						
	Program Services				Support Services		TOTALS
	Health Services	Residential Services	Community Services	Home Based Services	Fundraising	General & Admin	
Salaries and wages	\$ 27,448	\$ 29,454	\$ 105	\$ 1,722	\$ 49	\$ 19,605	\$ 78,433
Employee benefits	9,482	9,486	49	703	17	(230)	19,507
Professional fees	1,466	173	-	4	-	10,249	11,892
Supplies	3,149	4,918	-	23	-	864	8,954
Purchased services	364	5,529	-	10	-	4,148	10,672
Ancillary costs	3,012	156	-	32	-	-	3,200
Utilities	1,011	3,380	4	45	-	1,422	5,862
Insurance and other	2,346	710	10	168	141	4,565	7,940
Depreciation	1,205	8,914	-	10	-	779	11,908
Interest and amortization	262	4,514	-	-	-	612	5,388
<b>Total Expenses</b>	<b>\$ 50,365</b>	<b>\$ 66,234</b>	<b>\$ 216</b>	<b>\$ 2,717</b>	<b>\$ 207</b>	<b>\$ 42,015</b>	<b>\$ 163,756</b>

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

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**NOTE 15 – LIQUIDITY DISCLOSURE**

As of December 31, 2021 and 2020, Eskaton has a working capital surplus of \$72.4 million and \$78.9 million, and average days' cash on hand of 239 and 242 days, respectively.

Financial assets available for general expenditure within one year of the consolidated balance sheet date consist of the following (in thousands) as of December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 16,392	\$ 19,129
Investments	83,875	80,741
Accounts receivable, net	8,128	5,737
Other receivables	<u>3,503</u>	<u>3,395</u>
	<u>\$ 111,898</u>	<u>\$ 109,002</u>

Eskaton manages its liquidity by developing annual operating budgets that provide sufficient funds to support operating expenditures, liabilities, and other obligations. Eskaton's cash needs are expected to be met through operating revenue sources.

**NOTE 16 – HEALTH AND SAFETY CODE SECTION 1790(a)(3) DISCLOSURE**

The following disclosure is made pursuant to Section 1790(a)(3) of the California Health and Safety Code: no reserves are being accumulated for identified projects or contingencies.

**NOTE 17 – SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the consolidated balance sheet date but before consolidated financial statements are issued. Eskaton recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the consolidated balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements. Eskaton's consolidated financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the consolidated balance sheet but arose after the consolidated balance sheet date and before consolidated financial statements are issued.

Subsequent events have been evaluated through April 22, 2022, which is the date the consolidated financial statements were issued.

## **Supplementary Information**

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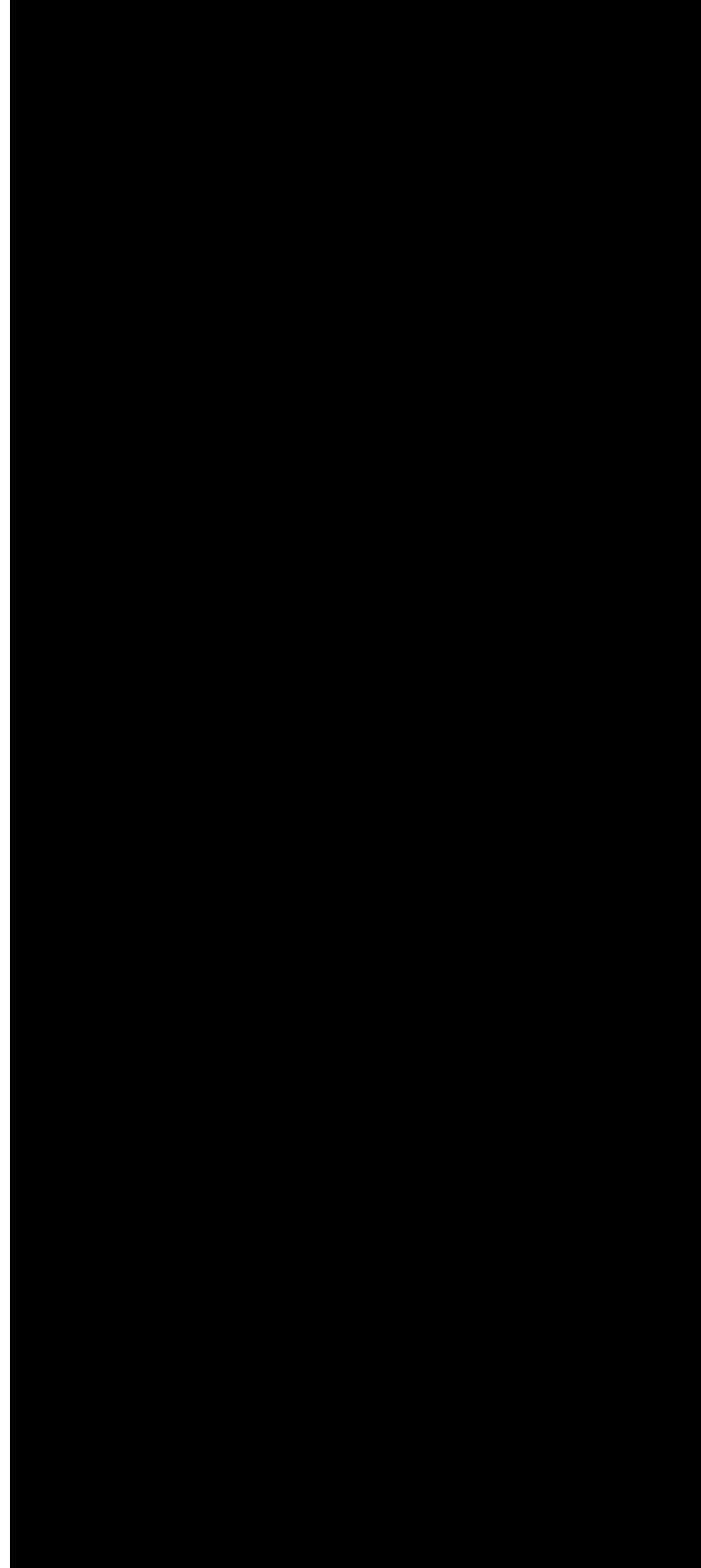


**Eskaton and Subsidiaries**  
**Consolidating Schedule - Balance Sheet**  
**December 31, 2021**  
**(In Thousands)**



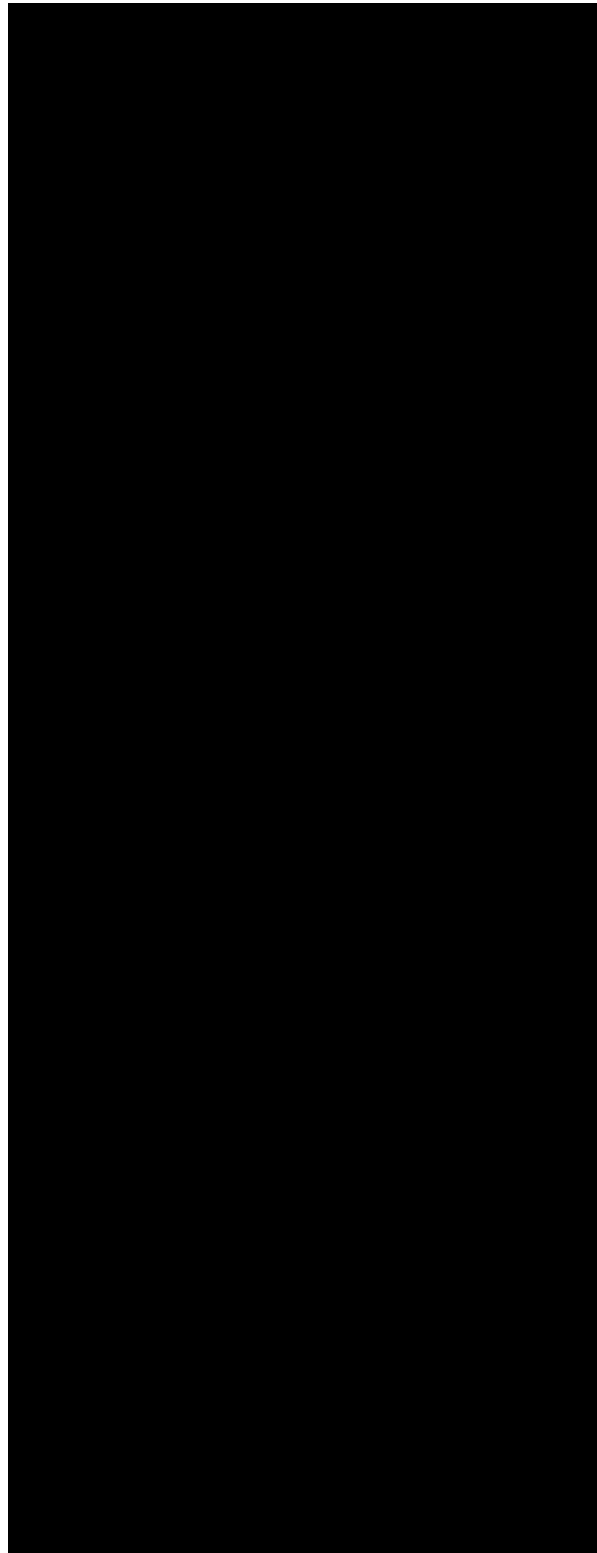
	2021	2020
Current assets		
Cash and cash equivalents	\$ 10,924	\$ 10,924
Accounts receivable	1,275	1,275
Inventory	1,275	1,275
Prepaid expenses	1,275	1,275
Other receivables	1,275	1,275
Due from related parties	1,275	1,275
Other current assets	1,275	1,275
Total current assets	23,306	23,306
Property and equipment, net	1,275	1,275
Goodwill	1,275	1,275
Intangible assets, net	1,275	1,275
Other non-current assets	1,275	1,275
Total non-current assets	5,100	5,100
Total assets	28,406	28,406
Current liabilities		
Accounts payable	1,275	1,275
Accrued liabilities	1,275	1,275
Other current liabilities	1,275	1,275
Total current liabilities	3,825	3,825
Long-term debt	1,275	1,275
Other non-current liabilities	1,275	1,275
Total non-current liabilities	2,550	2,550
Total liabilities	6,375	6,375
Equity	22,031	22,031
Total equity	22,031	22,031
Total liabilities and equity	28,406	28,406

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Balance Sheet (Continued)**  
**December 31, 2021**  
**(In Thousands)**



	Eskaton Properties Inc.
<b>Liabilities and Net Assets (Deficit)</b>	
<b>Current liabilities:</b>	
Current maturities of long-term debt	\$ 3,202
Current portion of long-term debt	1,262
Current portion of CCRC entrance fees	790
Deposits on unoccupied units	2,449
Accounts payable	
Accrued liabilities:	
Payroll and payroll taxes	1,296
Vacation	2,182
Current portion of self-insured	
workers' compensation	2,093
Self-insured employee health plan	2,175
Interest	332
Other	552
Due to related-parties	187
<b>Total current liabilities</b>	<b>16,510</b>
<b>Other liabilities:</b>	
Self-insured workers' compensation,	
net of current portion	9,628
Interest rate swap agreements	7,388
Capital liability	2,001
Associate members/resident/patient deposits	95
Other	-
Due to related-parties, net of current portion	19,112
<b>Total liabilities</b>	<b>55,561</b>
Long-term debt, net of current maturities	387
Refundable CCRC entrance fees	
Deferred revenue from unamortized CCRC	
entrance fees, net of current portion	6,151
<b>Total liabilities</b>	<b>97,701</b>
<b>Net assets (deficit):</b>	
Net assets (deficit) without donor restrictions	68,594
Net assets with donor restrictions	7
<b>Total net assets (deficit)</b>	<b>68,591</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 166,292</b>

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Operations and Changes in Net Assets (Deficit)**  
**Year Ended December 31, 2021**  
**(In Thousands)**



	Eskaton Properties Inc.
Net assets (deficit) without donor restrictions:	
Revenue (fees) and other support:	
Net services revenue	\$ 43,823
Resident service revenue, including amortization of CCRC entrance fees	45,033
Home based services revenue	2,895
Government grant revenue	95
Other, net	7,681
Total revenues, gains, and other support	<u>99,307</u>
Expenses:	
Salaries and wages	50,249
Employee benefits	13,601
Professional fees	11,100
Supplies	1,100
Purchased services	9,126
Ancillary costs	2,845
Utilities	3,934
Insurance and other	6,475
Depreciation	7,456
Interest and amortization	2,767
Total operating expenses	<u>111,853</u>
(Loss) income from operations	<u>(12,570)</u>
Nonoperating revenue (expenses):	
Investment income	8,524
Interest rate swap activities	-
Other components of net periodic pension (cost) benefit	247
Other	3,272
Total nonoperating revenue (expenses), net	<u>12,050</u>
Excess (deficiency) of revenues, gains, and other support over expenses	<u>\$ (626)</u>

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Operations and Changes in Net Assets (Deficit) (Continued)**  
**Year Ended December 31, 2021**  
**(In Thousands)**

	Eskaton Properties Inc.
Net assets without donor restrictions:	
Contributions	-
Excess of net assets held in trust by others	-
and other support over expenses (page 44)	(526)
Pension-related changes over net	3,469
periodic pension cost	2,508
Transfers between related entities	-
Change in net assets (deficit)	5,541
without donor restrictions	63,043
Net assets (deficit) without donor	63,043
restrictions, beginning of year	\$ 68,584
Net assets without donor restrictions, end of year	\$ -
Net assets with donor restrictions:	
Contributions	-
Investment income	-
Net assets held in trust by others	-
Investment income	-
Net assets released from restriction	-
used for operations	-
Change in net assets	-
with donor restrictions	7
Net assets with donor restrictions, beginning of year	7
Net assets with donor restrictions, end of year	\$ 7
Change in net assets (deficit)	\$ 5,541
Net assets (deficit), beginning of year	63,050
Net assets (deficit), end of year	\$ 68,591

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Cash Flows**  
**Year Ended December 31, 2021**  
**(In Thousands)**

Eskaton Properties Inc.	\$
Cash flows from operating activities:	
Change in net assets (deficit)	5,541
Adjustments to reconcile change in net assets (deficit) to net cash provided by (used in) operating activities:	
Depreciation	7,456
Amortization of deferred financing costs and premium on CFCs	(1,911)
Net realized and unrealized gain on investments	94
Net realized and unrealized gain on assets limited as to use	(7,434)
Pension-related changes other than net periodic pension cost	(3,459)
Change in fair value of derivative instruments	(2,608)
Transfer between related entities	(1,000)
CCRC sales of non-investable interests	700
CCRC sales of non-investable contracts	(4)
Gain on disposal of property and equipment	(3,170)
Gain on sale of land	(1,784)
Change in receivables	50
Change in payables	30
Change in other assets	1,158
Change in accounts payable	1,186
Change in accrued liabilities	(184)
Change in unfunded pension obligation	280
Change in other liabilities	1,227
Net cash provided by (used in) operating activities	<u>(2,232)</u>
Cash flows from investing activities:	
Purchases of assets limited as to use	(4,632)
Proceeds from sale of assets limited as to use	4,588
Purchase of investments	(102,789)
Proceeds from sale of investments	115,000
Expenditures for property and equipment	(3,679)
Proceeds from disposal of property and equipment	4
Proceeds from sale of land	5,000
Net cash provided by (used in) investing activities	<u>9,585</u>
Cash flows from financing activities:	
CCFC	(165)
Change in deposits on unoccupied units	788
Principal payments on long-term debt	(5,097)
Net change in due to/due from related entities	(2,289)
Net cash provided by (used in) financing activities	<u>(6,763)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	980
Cash, cash equivalents and restricted cash, beginning of year	10,425
Cash, cash equivalents and restricted cash, end of year	<u>\$ 11,415</u>
Supplemental disclosure:	
Cash paid for interest	2,744

**Eskaton Properties, Inc. Consolidating Schedule - Balance Sheet**  
**December 31, 2021**  
(In Thousands)

	Homes Office	Eskaton Care Center - Meritville	Eskaton Care Center - Oakdale	Eskaton Care Center - Orem	Eskaton Properties, Inc.
<b>Assets</b>					
<b>Current assets</b>					
Cash and cash equivalents	\$ 10,852	\$ 3	\$ 1	\$ 1	\$ 11,074
Assets limited as to use, required for current facilities	73	-	-	-	73
Investments	(63,349)	-	-	-	69,281
Accounts receivable, net	68	1,929	1,069	1,164	5,757
Other receivables	2,115	-	4	-	2,346
Inventories	368	37	23	67	621
Funded pension obligation	(2,495)	-	-	-	2,495
Deposits and prepaid expenses	210	(19)	(18)	(6)	966
Due from related parties	13,982	-	-	-	11,083
<b>Total current assets</b>	<b>60,757</b>	<b>1,465</b>	<b>1,815</b>	<b>1,318</b>	<b>163,076</b>
Assets limited as to use, net of amount required for current facilities	3,020	-	-	-	6,221
Property and equipment, net	1,214	1,223	3,017	3,012	42,582
Other assets	3,260	-	-	-	3,393
Due from fidelity trustee	-	6	-	-	2,001
Associate membership/dependent deposits	3,526	-	7	-	4,971
Other	3,147	-	-	-	3,147
Due from related parties, net of current portion	10,868	8	7	34	13,512
<b>Total assets</b>	<b>\$ 103,058</b>	<b>\$ 2,698</b>	<b>\$ 4,819</b>	<b>\$ 4,361</b>	<b>\$ 186,292</b>

**Eskaton and Subsidiaries**  
**Eskaton Properties, Inc. Consolidating Schedule - Balance Sheet (Continued)**  
**December 31, 2021**  
**(In Thousands)**

	Harris Office	Eskaton Care Centers - Meridian	Eskaton Care Centers - Fair Oaks	Eskaton Care Centers - GreenBay	Eskaton Properties, Inc.
<b>Liabilities and Net Assets (Deficit)</b>					
<b>Current liabilities:</b>					
Current maturities of long-term debt	\$ 450	\$ 34	\$ 212	\$ 253	\$ 3,202
Current portion of deferred revenue from unamortized CCRC entrance fees	-	-	-	-	1,262
Deposits on uncoupled CCRC units	-	-	-	-	790
Accounts payable	444	248	768	381	2,449
Accrued liabilities:					
Payroll and payroll taxes	540	106	637	122	1,296
Vacation	583	282	328	348	2,187
Current portion of subsidiary workers' compensation	3,093	-	-	-	2,093
Self-insured employee health plan	4,175	-	-	-	2,175
Interest	62	1	3	3	322
Other	174	77	53	48	659
Due to related parties	177	1	3	2	187
<b>Total current liabilities</b>	<b>6,734</b>	<b>703</b>	<b>1,615</b>	<b>1,166</b>	<b>16,610</b>
<b>Other liabilities:</b>					
Self-insured workers' compensation - net of current portion	9,828	-	-	-	9,828
Professional liability	7,388	8	7	34	7,388
Associates member/resident/patient deposits	-	(2)	1	5	2,021
Other	17,016	8	14	40	35
<b>Total liabilities</b>	<b>23,818</b>	<b>1,185</b>	<b>3,147</b>	<b>3,128</b>	<b>19,112</b>
<b>Long-term debt, net of current maturities</b>	<b>10,069</b>	<b>441</b>	<b>1,819</b>	<b>1,930</b>	<b>55,561</b>
Refundable CCRC entrance fees	-	-	-	-	297
Deferred revenue from unamortized CCRC entrance fees, net of current portion	-	-	-	-	8,151
<b>Total liabilities</b>	<b>33,818</b>	<b>1,185</b>	<b>3,147</b>	<b>3,128</b>	<b>97,031</b>
<b>Net assets (deficit):</b>					
Net assets (deficit) without donor restrictions	80,240	1,546	1,712	1,233	88,544
Net assets with donor restrictions	-	-	-	-	7
<b>Total net assets (deficit)</b>	<b>80,240</b>	<b>1,546</b>	<b>1,712</b>	<b>1,233</b>	<b>88,551</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 103,059</b>	<b>\$ 2,698</b>	<b>\$ 4,859</b>	<b>\$ 4,361</b>	<b>\$ 186,232</b>

**Eskaton Properties, Inc. Consolidating Schedule - Operations and Changes in Net Assets (Deficit)  
Year Ended December 31, 2021  
(In Thousands)**

	Home Office	Eskaton Care Centers Marquette	Eskaton Care Centers Fair Oaks	Eskaton Care Centers Greenham	Eskaton Properties, Inc.
Net assets (deficit) without donor restrictions					
Revenue, gains, and other support:					
Net patient service revenue	\$ -	\$ (0,511)	\$ 18,710	\$ -	\$ 43,623
Resident service revenue, including amortization of CCRC entrance fees	-	-	-	-	45,033
Home based services revenue	-	23	30	30	2,895
Governments grant revenue	12,483	89	16	7	12,595
Other, net	-	-	-	-	7,661
<b>Total revenues, gains, and other support</b>	<b>12,483</b>	<b>10,973</b>	<b>18,756</b>	<b>14,430</b>	<b>60,249</b>
Expenses:					
Salaries and wages	9,556	8,432	8,329	8,110	35,427
Employee benefits	228	3,214	3,015	2,604	9,061
Professional fees	6,336	736	2,046	1,875	11,001
Supplies	209	619	893	629	4,529
Purchased services	2,617	1,112	1,468	1,284	6,481
Ancillary costs	-	728	764	635	2,845
Utilities	225	343	366	317	3,934
Insurance and other	590	920	1,351	1,323	6,472
Depreciation	395	165	284	346	7,456
Interest and amortization	503	43	45	59	2,767
<b>Total operating expenses</b>	<b>30,955</b>	<b>19,262</b>	<b>19,724</b>	<b>17,441</b>	<b>111,883</b>
(Loss) income from operations	(18,472)	(2,709)	(868)	(2,702)	(12,576)
Nonoperating revenue (expenses):					
Investment income	7,945	-	-	-	9,504
Other components of net periodic pension cost	297	-	-	-	247
Other	8,375	-	-	-	3,279
<b>Total nonoperating revenue (expenses), net</b>	<b>16,617</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,030</b>
Excess (deficiency) of revenues, gains and other support over expenses	\$ 3,285	\$ (2,709)	\$ (868)	\$ (2,702)	\$ (1,509)



**Eskaton Properties, Inc. Consolidating Schedule - Operations and Changes in Net Assets (Deficit) (Continued)**  
**Year Ended December 31, 2021**  
(In Thousands)

	Home Office	Eskaton Care Center - Marquette	Eskaton Care Center - Fair Oaks	Eskaton Care Center - Greenville	Eskaton Properties, Inc.
Excess (deficiency) of revenues, gains, and other support over expenses (page 49)	\$ 2,965	\$ (2,709)	\$ (968)	\$ (2,702)	\$ (536)
Person-related changes other than net periodic pension cost	3,450	-	-	-	3,450
Transfers between related entities	(1,325)	2,902	825	2,581	2,609
Change in net assets (deficit) without donor restrictions	5,129	83	(143)	279	5,541
Net assets (deficit) without donor restrictions, beginning of year	64,111	1,453	1,855	854	63,043
Net assets (deficit) without donor restrictions, end of year	\$ 69,240	\$ 1,546	\$ 1,712	\$ 1,233	\$ 68,584
Net assets with donor restrictions: Contributions	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Net assets with donor restrictions, beginning of year	-	-	-	-	7
Net assets with donor restrictions, end of year	\$ -	\$ -	\$ -	\$ -	\$ 7
Change in net assets (deficit)	\$ 5,129	\$ (2,709)	\$ (143)	\$ 279	\$ 5,541
Net assets (deficit), beginning of year	64,111	1,453	1,855	854	63,043
Net assets (deficit), end of year	\$ 69,240	\$ 1,546	\$ 1,712	\$ 1,233	\$ 68,584

**Eskaton and Subsidiaries**  
**Eskaton Properties, Inc. Consolidating Schedule - Cash Flows**  
**Year Ended December 31, 2021**  
(In Thousands)



Eskaton  
Programs, Inc.

\$	4,541
	7,458
	8
	(1,911)
	84
	(7,434)
	(2,452)
	(2,608)
	670
	703
	(4)
	(3,170)
	(1,264)
	(26)
	30
	1,152
	1,168
	(144)
	265
	3,221
	<u>3,312</u>
	14,857
	4,648
	(26,782)
	113,498
	(3,679)
	\$
	<u>3,000</u>
	<u>3,822</u>
	(169)
	748
	(3,097)
	(2,262)
	<u>20,133</u>
	880
	62,671
	<u>3,718</u>
	2,774

	Home Office	Eskaton Care Support Managers	Eskaton Care Center Staff CNA's	Eskaton Care Center Undergarments		
\$	5,129	\$	\$	(143)	\$	278
	382	183	294	548		
	(25)	4	15	18		
	14	-	-	-		
	(8,336)	-	-	-		
	(3,456)	-	-	-		
	1,338	(3,622)	(625)	(2,581)		
	5	-	-	-		
	-	-	-	-		
	(3,170)	-	-	-		
	(141)	(174)	33	(908)		
	(16)	(16)	4	18		
	245	(133)	(141)	3		
	1,782	-	(27)	(25)		
	153	177	645	588		
	(268)	(4)	(69)	12		
	1,245	-	5	27		
	<u>(3,358)</u>	<u>(2,835)</u>	<u>(123)</u>	<u>(7,482)</u>		
	(138)	-	-	-		
	874	-	-	-		
	(99,907)	-	-	-		
	108,918	-	-	-		
	(217)	(154)	(354)	(303)		
	5,660	-	-	-		
	<u>13,877</u>	<u>(154)</u>	<u>(354)</u>	<u>(303)</u>		
	-	-	-	-		
	(2,427)	(24)	(158)	(237)		
	(8,235)	2,803	637	3,862		
	<u>(8,877)</u>	<u>2,779</u>	<u>518</u>	<u>3,625</u>		
	1,303	-	-	-		
	(2,355)	3	1	-		
	<u>11,653</u>	<u>3</u>	<u>4</u>	<u>1</u>		
	521	8	35	47		

Cash flows from operating activities  
Change in net assets (liabilities)  
Adjustments to reconcile change in net assets (liabilities) to net cash provided by (used in) operating activities:  
Depreciation  
Accretion of deferred financing costs and premiums  
Accretion of COCIC entrance fees  
Net realized and unrealized gain on assets (liabilities) to sale  
Net realized and unrealized gain on investments  
Premium related changes other than net periodic pension cost  
Transactions between related entities  
COIC studies of non-investable contracts  
COIC sales of non-investable contracts  
Gain on disposal of property and equipment  
Gain on sale of land  
Change in operating assets and liabilities  
Change in receivables  
Change in investments  
Change in deposits and prepaid expenses  
Change in other assets  
Change in accounts payable  
Change in accrual liabilities  
Change in unfunded pension obligation  
Change in other liabilities  
Net cash provided by (used in) operating activities

Cash flows from investing activities  
Purchase of assets related to its sale  
Proceeds from sale of assets related to its sale  
Purchase of investments  
Proceeds from sale of investments  
Expenses for property and equipment  
Proceeds from disposal of property and equipment  
Proceeds from sale of land  
Net cash provided by (used in) investing activities

Cash flows from financing activities  
COICIC amounts refunded  
Change in deposits on uncollected loans  
Principal payments to long-term debt  
Net change in cash flows from related entities  
Net cash provided by (used in) financing activities

Net increase (decrease) in cash, cash equivalents and restricted cash  
Cash, cash equivalents and restricted cash, beginning of year  
Cash, cash equivalents and restricted cash, end of year

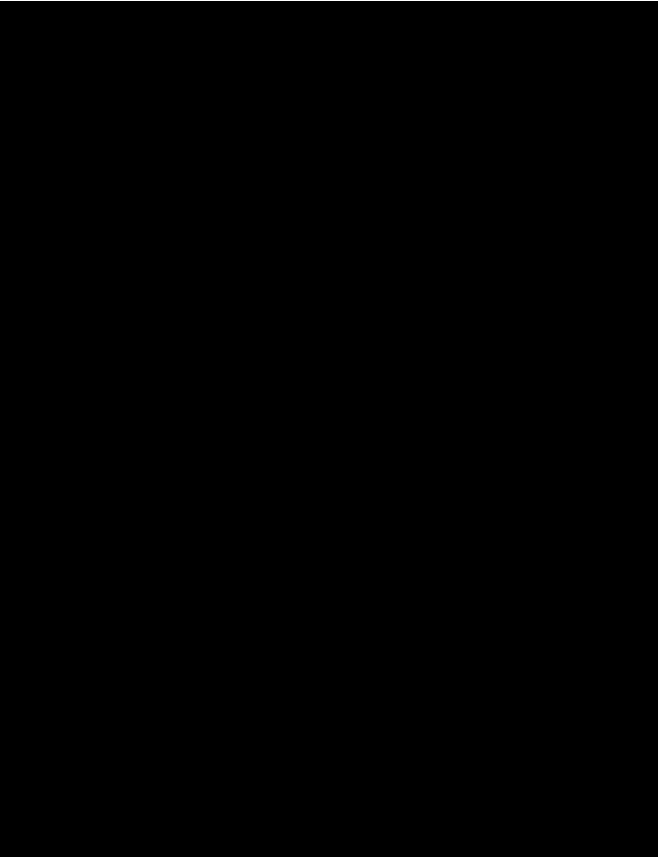
Supplemental disclosures:  
Cash paid for income

**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Balance Sheet**  
**December 31, 2021**  
**(In Thousands)**

	Parent	I
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 35	\$
Accounts receivable, net	(21)	
Other receivables	-	
Due from related parties	(46)	
<b>Total current assets</b>	<b>(32)</b>	
Property and equipment, net	1,160	
Other assets	1,284	
	<b>2,444</b>	
<b>Total assets</b>	<b>\$ 2,412</b>	<b>\$</b>
<b>Liabilities and Net Assets (Deficit)</b>		
Current liabilities:		
Accounts payable	\$ -	\$
Accrued liabilities:		
Payroll and payroll taxes	5	
Vacation	-	
Due to related-parties	1,266	
<b>Total current liabilities</b>	<b>1,271</b>	
Other liabilities	4	
<b>Total liabilities</b>	<b>1,275</b>	
Net assets (deficit):		
Net assets (deficit) without donor restrictions	1,137	
Net assets with donor restrictions	-	
<b>Total net assets (deficit)</b>	<b>1,137</b>	
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 2,412</b>	<b>\$</b>

**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Operations and Changes in Net Assets (Deficit)**  
**Year Ended December 31, 2021**  
**(In Thousands)**

	<u>Parent</u>
Net assets (deficit) without donor restrictions:	
Revenue, gains, and other support:	
Home based services	\$ -
Other, net	9
	<u>9</u>
Total revenues, gains, and other support	9
Expenses:	
Salaries and wages	260
Employee benefits	90
Supplies	16
Purchased services	44
Utilities	2
Insurance and other	58
Depreciation	-
	<u>-</u>
Total operating expenses	470
Nonoperating revenue (expenses):	
Other	-
	<u>-</u>
Total nonoperating revenue (expenses), net	-
Change in net assets without donor restrictions	(461)
Net assets (deficit) without donor restrictions, beginning of year	<u>1,598</u>
Net assets (deficit) without donor restrictions, end of year	<u>\$ 1,137</u>



**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Cash Flows**  
**Year Ended December 31, 2021**  
**(In Thousands)**

	<u>Parent</u>
Cash flows from operating activities:	
Change in net assets (deficit)	\$ (461)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	-
Change in operating assets and liabilities:	
Change in receivables	21
Change in deposits and prepaid expenses	-
Change in accounts payable	-
Change in accrued liabilities	<u>(11)</u>
Net cash used in operating activities	<u>(451)</u>
Cash flows from investing activities:	
Expenditures for property and equipment	<u>(48)</u>
Net cash used in investing activities	<u>(48)</u>
Cash flows from financing activities:	
Net change in due to/due from related entities	<u>522</u>
Net cash provided by (used in) financing activities	<u>522</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	23
Cash, cash equivalents and restricted cash, beginning of year	<u>12</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 35</u>



**Eskaton and Subsidiaries**  
**Supplementary Information – Social Responsibility (Unaudited)**  
**Years Ended December 31, 2021 and 2020**

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Eskaton supports community charitable organizations, and other not-for-profit aging services organizations that provide services to older adults, through financial contributions to those organizations. Direct and indirect impacts of the COVID-19 pandemic slowed certain charitable initiatives during 2021. In addition, Eskaton provides the following community service programs:

*Resident Assistance Funds* – Eskaton contributes funds to and solicits donations to various resident assistance funds that provide help to older adults who can no longer afford the monthly fees associated with their care and do not have sufficient family resources to cover the full cost of services. Residents are screened based on income and net assets and family resources and eligible residents are provided a monthly assistance stipend to supplement available income as necessary.

*Telephone Reassurance Program* – Eskaton owns and operates a telephone reassurance/home visitor program. The Telephone Reassurance Program is provided primarily by volunteers, is free to clients, and includes daily telephone calls and/or weekly home visits to isolated older adults.

*Scholarship Commitments* – During 2021 Eskaton committed \$250,000 of scholarship funds to local colleges and universities to help develop a diverse workforce in the aging services industry. These scholarships are intended to help support and promote future leaders who are majoring in gerontology and nursing programs. These commitments will be paid over five years, including \$25,000 paid in 2021.

**Social responsibility costs** – The Organization considers the actual costs of charitable community organizations and aging services organization sponsorships, and actual costs, net of any reimbursement, of providing community service programs, to be social responsibility. The level of social responsibility provided for the years ended December 31 is measured as follows (dollar amounts in thousands):

	2021	2020
Community sponsorships	\$ 50	\$ 126
Aging services sponsorships	33	45
Resident Assistance Funds	381	124
Telephone Reassurance Program	461	399
Adult Day Health Care, net of revenue	-	381
Total	\$ 925	\$ 1,075

Community service program operating statistics:

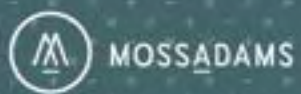
Resident Assistance Funds:

Months of assistance	289	66
Residents assisted	27	7

Telephone Reassurance Program:

Telephone calls	40,042	51,229
Home visits	587	395

Adult Day Health Care client days	-	2,041
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**SECTION 999.5(d)(11)(F)**

**3) FY 2020 audited consolidated financial statements.**





*Report of Independent Auditors and  
Consolidated Financial Statements with Supplementary Information*

**Eskaton and Subsidiaries**

*December 31, 2020 and 2019*



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## Report of Independent Auditors

To the Board of Directors  
Eskaton and Subsidiaries

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Eskaton and Subsidiaries (the "Organization" or "Eskaton"), which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Eskaton and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and changes in net assets, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matter**

### ***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating schedules on pages 39 to 51 as of and for the year ended December 31, 2020, for Eskaton and Subsidiaries, Eskaton Properties, Inc., and Eskaton, presented as supplementary information, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

The supplementary information – social responsibility on page 52 for the years ended December 31, 2020 and 2019, is presented for the purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audits of the consolidated financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

*Moss Adams LLP*

San Francisco, California  
April 30, 2021

**Consolidated Financial Statements**

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**Eskaton and Subsidiaries**  
**Consolidated Balance Sheets**  
**December 31, 2020 and 2019**  
**(In thousands)**

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 19,129	\$ 31,225
Assets limited as to use, required for current liabilities	670	837
Investments	70,596	61,967
Accounts receivable, net	5,737	6,747
Other receivables	3,395	2,610
Inventories	656	247
Funded pension obligation	-	224
Deposits and prepaid expenses	<u>1,804</u>	<u>1,380</u>
Total current assets	<u>101,987</u>	<u>105,237</u>
Assets limited as to use, net of amount required for current liabilities	14,209	12,511
Investments	10,145	1,546
Property and equipment, net	128,479	94,973
Other assets:		
Land available for sale	1,830	1,830
Due from liability insurer	5,171	4,978
Associate member/resident/patient deposits	2,041	2,236
Other	<u>6,035</u>	<u>4,765</u>
	<u>15,077</u>	<u>13,809</u>
Total assets	<u>\$ 269,897</u>	<u>\$ 228,076</u>

**Eskaton and Subsidiaries**  
**Consolidated Balance Sheets (Continued)**  
**December 31, 2020 and 2019**  
**(in thousands)**

	2020	2019
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 7,462	\$ 16,106
Current portion of deferred revenue from unamortized CCRC entrance fees	2,902	2,798
Deposits on unoccupied units	27	544
Accounts payable	2,153	2,317
Accrued liabilities:		
Payroll and payroll taxes	2,404	1,800
Vacation	3,130	2,362
Current portion of self-insured workers' compensation	2,222	2,341
Self-insured employee health plan	1,248	1,495
Interest	544	582
Other	1,054	889
	23,146	31,234
Other liabilities:		
Self-insured workers' compensation, net of current portion	10,983	11,528
Interest rate swap agreements	4,730	3,942
Unfunded pension obligation	684	-
Professional liability	6,126	9,148
Associate member/resident/patient deposits	2,041	2,236
Other	308	458
	24,872	27,312
Long-term debt, net of current maturities	121,422	113,014
Refundable CCRC entrance fees	1,161	2,055
Deferred revenue from unamortized CCRC entrance fees, net of current portion	4,542	4,965
	175,143	178,580
Net assets:		
Without donor restrictions	88,457	47,710
With donor restrictions	6,297	1,786
	94,754	49,496
	94,754	49,496
Total liabilities and net assets	\$ 269,897	\$ 228,076

See accompanying notes.

**Eskaton and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended December 31, 2020 and 2019**  
**(in thousands)**

	2020	2019
Net assets without donor restrictions:		
Revenues, gains, and other support:		
Net patient service revenue	\$ 40,932	\$ 47,818
Resident service revenue, including amortization of CCRC membership fees of \$2,924 in 2020 and \$2,777 in 2019	88,088	80,572
Home based services	3,912	4,034
Government grant revenue	3,864	-
Other, net	16,665	16,383
Total revenues, gains, and other support	<u>153,461</u>	<u>148,807</u>
Expenses:		
Salaries and wages	78,433	71,357
Employee benefits	19,507	16,340
Professional fees	11,892	10,434
Supplies	8,954	6,643
Purchased services	10,672	10,336
Ancillary costs	3,200	3,956
Utilities	5,862	5,066
Insurance and other	7,940	8,540
Depreciation	11,908	9,826
Interest and amortization	5,388	5,829
Total operating expenses	<u>163,756</u>	<u>148,327</u>
(Loss) income from operations	<u>(10,295)</u>	<u>480</u>
Nonoperating revenue (expenses):		
Inherent contribution from affiliation	41,182	-
Investment income	10,573	11,173
Interest rate swap activities	(1,339)	(1,206)
Other components of net periodic pension benefit (cost)	476	(941)
Other	603	162
Total nonoperating revenue, net	<u>51,495</u>	<u>9,188</u>
Excess of revenues, gains, and other support over expenses	<u>\$ 41,200</u>	<u>\$ 9,668</u>



**Eskaton and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets (Continued)**  
**Years Ended December 31, 2020 and 2019**  
**(in thousands)**

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions:		
Excess of revenues, gains, and other support over expenses (page 6)	\$ 41,200	\$ 9,688
Pension related changes other than net periodic pension cost	(803)	1,977
Reclassification from net assets with donor restrictions	<u>150</u>	<u>-</u>
Change in net assets without donor restrictions	40,747	11,645
Net assets without donor restrictions, beginning of year	<u>47,710</u>	<u>36,085</u>
Net assets without donor restrictions, end of year	<u>\$ 88,457</u>	<u>\$ 47,710</u>
Net assets with donor restrictions:		
Contributions	\$ 194	\$ 56
Inherent contribution from affiliation	4,707	-
Change in assets held in trust by others	25	(4)
Investment income	177	233
Reclassification to net assets without donor restrictions	(150)	-
Net assets released from restriction used for operations	<u>(442)</u>	<u>(217)</u>
Change in net assets with donor restrictions	4,511	68
Net assets with donor restrictions, beginning of year	<u>1,786</u>	<u>1,718</u>
Net assets with donor restrictions, end of year	<u>\$ 6,297</u>	<u>\$ 1,786</u>
Change in net assets	\$ 45,258	\$ 11,713
Net assets, beginning of year	<u>49,496</u>	<u>37,783</u>
Net assets, end of year	<u>\$ 94,754</u>	<u>\$ 49,496</u>

**Eskaton and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2020 and 2019**  
**(In thousands)**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Change in net assets	\$ 45,258	\$ 11,713
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	11,908	9,826
Amortization of deferred financing costs and premium	(36)	(39)
Amortization of CCRC entrance fees	(2,924)	(2,777)
Net realized and unrealized gains on assets limited as to use	(139)	(542)
Net realized and unrealized gains on investments	(9,647)	(9,548)
Pension related changes other than net periodic pension cost	603	(1,977)
Change in fair value of interest rate swap agreements	788	831
Inherent contribution from affiliation	(45,889)	-
CCRC resales of nonrefundable contracts	1,056	1,193
CCRC sales of nonrefundable contracts	800	2,005
CCRC sales of refundable contracts	-	125
Gain on disposal of property and equipment	-	(5)
Changes in operating assets and liabilities:		
Change in receivables	1,780	(582)
Change in inventories	(378)	(54)
Change in deposits and prepaid expenses	(390)	(340)
Change in other assets	657	(254)
Change in accounts payable	(555)	435
Change in accrued liabilities	(500)	(1,964)
Change in unfunded pension obligation	305	758
Change in other liabilities	(3,353)	6,423
Net cash (used in) provided by operating activities	<u>(756)</u>	<u>15,227</u>
Cash flows from investing activities:		
Purchases of assets limited as to use	(6,506)	(7,470)
Proceeds from sales of assets limited as to use	7,826	7,412
Purchases of investments	(90,342)	(32,056)
Proceeds from sales of investments	87,785	32,288
Cash received in TRC affiliation	1,811	-
Expenditures for property and equipment	(5,005)	(6,130)
Proceeds from sale of property and equipment	4	6
Investment in InnovAge (PACE)	-	(3,000)
Net cash used in investing activities	<u>\$ (4,627)</u>	<u>\$ (8,950)</u>

**Eskaton and Subsidiaries**  
**Consolidated Statements of Cash Flows (Continued)**  
**Years Ended December 31, 2020 and 2019**  
**(in thousands)**

	2020	2019
Cash flows from financing activities:		
CCRC contracts refunded	\$ (94)	\$ (559)
Change in deposits on unoccupied units	(517)	307
Principal payments on long-term debt	(5,250)	(4,874)
Payment of debt issuance costs	(400)	-
Net cash used in financing activities	(6,261)	(5,126)
Net (decrease) increase in cash, cash equivalents, and restricted cash	(11,644)	1,151
Cash, cash equivalents, and restricted cash, beginning of year	33,334	32,183
Cash, cash equivalents, and restricted cash, end of year	\$ 21,690	\$ 33,334
Supplemental disclosure:		
Cash paid for interest	\$ 5,449	\$ 5,894
Noncash portion of inherent contribution from affiliation	\$ 44,278	\$ -

## **Eskaton and Subsidiaries**

### **Notes to Consolidated Financial Statements**

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#### **NOTE 1 – ORGANIZATION AND PRINCIPLES OF CONSOLIDATION**

The accompanying consolidated financial statements of Eskaton and Subsidiaries (the “Organization” or “Eskaton”) include the following:

**Eskaton** – Eskaton is a not-for-profit 501(c)(3) California corporation, which was formed in 1968. Eskaton's primary mission is to enhance the quality of life of seniors through innovative health, housing, and social services. Eskaton is the sole corporate member of Eskaton Properties, Inc. (“EPI”), Eskaton Village-Grass Valley (“EVGV”), Eskaton Village-Roseville (“EVR”), Eskaton Village-Placerville (“EVP”), Eskaton Lodge Granite Bay (“ELGB”), Eskaton FountainWood Lodge (“EFWL”), the Reutlinger Community (“TRC”), and Eskaton Foundation, and the sole stockholder of Livable Design (“LD”) and California Healthcare Consultants (“CHC”). Eskaton also operates nonmedical homecare services, adult day healthcare services and various community service programs.

**EPI** – EPI is a not-for-profit 501(c)(3) California corporation that operates skilled nursing care centers and retirement housing communities, home health services, a continuing care retirement community (“CCRC”), and a business services group which provides financial and managerial support to all Eskaton operations. EPI also manages and provides support services to retirement housing communities owned by third-parties and affordable housing communities that operate as single purpose not-for-profit 501(c)(3) California corporations.

**EVGV** – EVGV is a not-for-profit 501(c)(3) California corporation that operates a 137-apartment assisted living community in Grass Valley, California.

**EVR** – EVR is a not-for-profit 501(c)(3) California corporation that operates a 96-apartment assisted living community in Roseville, California.

**EVP** – EVP is a not-for-profit 501(c)(3) California corporation that operates a 64-apartment assisted living community in Placerville, California.

**ELGB** – ELGB is a not-for-profit 501(c)(3) California corporation that operates a 100-apartment assisted living community in Granite Bay, California.

**EFWL** – EFWL is a not-for-profit 501(c)(3) California corporation that operates a 91-apartment assisted living community in Orangevale, California.

**TRC** – TRC is a not-for-profit 501(c)(3) California corporation that operates a 60-bed skilled nursing and 116-apartment assisted living community as a CCRC in Danville, California.

**Eskaton Foundation** – Eskaton Foundation is a not-for-profit 501(c)(3) California corporation whose purpose is to raise funds for the benefit of Eskaton programs.

**LD** – LD, a C-corporation, is a taxable subsidiary of Eskaton, and owns a home in Roseville, California that is rented to the general public.

**CHC** – CHC, a C-corporation, is a taxable subsidiary of Eskaton that leases employees to communities owned by third-parties and managed by EPI.

All material intercompany accounts and transactions have been eliminated in consolidation.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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EPI, EVGV, and EVR are members of the Eskaton Properties Incorporated Obligated Group (the “Obligated Group”) according to a Master Indenture of Trust dated July 1, 1999, and various Supplemental Master Indentures dated subsequent to July 1, 1999 (together, the “Master Indenture”).

On March 19, 2019, Eskaton invested \$3 million in a PACE partnership with InnovAge and Adventist Health. PACE is an alternative to nursing homes, designed to keep seniors living in their own homes and communities for as long as safely possible. Participants are primarily dually eligible for both Medicare and Medicaid. Eskaton’s investment represents a minority interest in the PACE partnership, which is accounted for at cost minus impairment, if any.

On September 11, 2019, Eskaton entered into an affiliation agreement with The Reutlinger Community (“TRC”), which is a 60-bed skilled nursing and 116-unit assisted living and memory care CCRC facility located in Danville, California. The affiliation became effective on April 21, 2020, and Eskaton became the sole member of TRC to further the mission of serving the senior population.

The affiliation was accounted for as a business combination using the acquisition method of accounting, which requires the basis of the assets acquired and the liabilities assumed to be recorded at their respective fair values at the affiliation date. TRC applied pushdown accounting (purchase method) in its separate financial statements, which resulted in the community recording its assets and liabilities at their fair values at the date of affiliation. As part of the purchase accounting, property, buildings, and equipment with a net carrying value of \$19.9 million were written up to an appraised fair value of \$39.7 million.

The financial statements of TRC have been included in Eskaton’s consolidated financial statements, which encompass the post-affiliation period from April 21, 2020, through December 31, 2020. Eskaton did not transfer any consideration in conjunction with this transaction and as such, an inherent contribution of \$45.9 million has been recorded in the consolidated statements of operations and changes in net assets for the excess of assets over liabilities assumed by Eskaton in the affiliation, of which \$4.7 million represents net assets subject to donor restrictions.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The following table summarizes the estimated fair value of the inherent contribution recognized for the assets acquired and liabilities assumed for the affiliation of TRC as of the date of affiliation:

	<u>TRC</u>
Cash, cash equivalents, and investments	\$ 8,895
Accounts receivable	895
Other current assets	709
Property, buildings and equipment, net	39,682
Contributions receivable	1,825
In-place resident contracts	<u>733</u>
<b>Total assets</b>	<b><u>52,739</u></b>
Current liabilities	(1,294)
Deferred revenue from entrance fees	(107)
Mortgage payable, net	<u>(5,449)</u>
<b>Total liabilities</b>	<b><u>(6,850)</u></b>
Inherent contribution from affiliation	<b><u>\$ 45,889</u></b>

#### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Cash and cash equivalents** – Cash and cash equivalents include cash in banks and short-term money market accounts. The carrying amounts at face value approximate fair value because of the short maturity of these instruments.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash balances reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statements of cash flows as of December 31:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 19,129	\$ 31,225
Restricted cash included in assets limited as to use	<u>2,561</u>	<u>2,109</u>
<b>Total cash, cash equivalents, and restricted cash balances</b>	<b><u>\$ 21,690</u></b>	<b><u>\$ 33,334</u></b>

Amounts included in restricted cash represent funds required to be set aside by lenders. Such deposits include mortgage insurance premiums, property taxes, and property insurance escrow accounts, as well as other balances required to be held for restrictive covenants, including the requirement to maintain certain deposits with the lender. Certain lenders also hold reserve accounts for capital replacement reserves and residual receipts. All such escrow accounts, reserve accounts, and other amounts reflected as restricted cash are included in assets limited as to use.

**Investments** – Investments in equity securities with readily determinable fair values, and all investments in debt securities, are reported at fair value. Management has elected to carry alternative investments under the fair value option. Investment income or loss (including realized and unrealized gains and losses on investments, interest, and dividends) is included in the excess of revenues, gains, and other support over expenses.

# Eskaton and Subsidiaries

## Notes to Consolidated Financial Statements

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**Assets limited as to use** – Assets limited as to use include assets held by trustees or lenders under bond indenture and HUD regulatory agreements, and assets restricted by donors for financial assistance to residents of Eskaton communities. Assets limited as to use are reported at fair value. Amounts required to satisfy obligations classified as current liabilities are reported in current assets in the consolidated balance sheets.

**Property and equipment** – Property and equipment are stated at cost. The cost of property and equipment purchased in excess of \$2,000 is capitalized. Interest capitalized (net of investment income from bond proceeds) in connection with the construction of plant and equipment is recorded as part of the cost of the constructed asset to which it relates and is amortized over the asset's useful life. Depreciation is computed using the straight-line method based on estimated useful lives of property and equipment as follows:

Land improvements	10 to 20 years
Buildings and improvements	7 to 40 years
Equipment	3 to 20 years

Gifts of long-lived assets such as land, buildings, or equipment are reported as support without donor restrictions and are excluded from the excess of revenues, gains, and other support over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Expirations of donor restrictions are reported as net assets released from restriction when the donated or acquired long-lived assets are placed in service, absent explicit donor stipulations about how long those long-lived assets must be maintained.

**Impairment of long-lived assets and long-lived assets to be disposed of** – Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. As of December 31, 2020 and 2019, land available for sale was recorded in the consolidated balance sheets at fair value in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 820, *Fair Value Measurement*. The fair value estimate was performed by a third-party specialist using unobservable inputs that are supported by little or no market activity and was therefore classified within Level 3 of the valuation hierarchy.

**Land available for sale** – Eskaton entered into a purchase and sale agreement effective July 28, 2017, that granted a potential buyer the exclusive option to purchase a parcel of undeveloped land that is approximately 12 acres in Lincoln, California for \$5,600,000. The feasibility period concluded February 28, 2018, and the agreement included optional extensions that were exercised by the prospective buyer through March 2020, upon which time the purchase option was not renewed. A purchase letter of intent was received from another prospective buyer in April 2021 for a purchase price of \$5,150,000. The land is carried at an appraised value of \$1,830,000 as of December 31, 2020 and 2019.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Self-insured employee health and workers' compensation** – The provisions for estimated self-insured employee health and workers' compensation include estimates of the ultimate costs for both reported claims and claims incurred but not reported.

**Derivative instruments** – Eskaton has entered into a swap agreement to manage interest rate risk on its 2006 Bonds. Swaps are contracts to exchange, for a period of time, the investment performance of one underlying instrument for the investment performance of another instrument without exchanging the instruments themselves. Eskaton entered into this agreement to mitigate cash flow and fair value risks related to changes in interest rates.

Eskaton records in its consolidated balance sheets the estimated fair value of swaps at the consolidated balance sheet date. Because the derivative has not been designated as a hedge for accounting purposes, changes in the fair value of the swap are included in nonoperating revenue (expenses) in the consolidated statements of operations and changes in net assets.

**Deferred financing costs** – Deferred financing costs are amortized over the period the obligation is expected to be outstanding or the life of bank direct placement agreements associated with variable rate demand bonds, whichever is shorter. Amortization is calculated using the straight-line method, which approximates the effective interest method. Deferred financing costs are included as a direct reduction of long-term debt. Amortization of deferred financing costs is included as a component of interest and amortization expense in the accompanying consolidated statements of operations and changes in net assets.

**Net asset classifications** – Net assets and changes therein are classified and reported as follows:

*Without donor restrictions* – Net assets available for use in general operations and not subject to donor restrictions.

*With donor restrictions* – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires; that is, when the stipulated time has elapsed, when the stated purpose for which the resource was restricted has been fulfilled, or both. Contributions for which restrictions are satisfied in the same period as received are recorded as contributions revenue without donor restrictions.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

**Endowments** – Endowments are contributions whose use by Eskaton has been restricted by donors to be maintained by Eskaton in perpetuity. The Board of Directors has interpreted California’s enacted Uniform Prudent Management of Institutional Funds Act (“UPMIFA”) as requiring the preservation of the fair value of the original gift as of the gift date of endowments, absent explicit donor stipulations to the contrary. As a result of this interpretation, Eskaton classifies as net assets with donor restrictions (a) the original value of gifts donated, (b) the original value of subsequent gifts, and (c) accumulations to the endowment fund made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Generally, the donors of these assets permit Eskaton to use all or part of the investment return on these assets and to appropriate for distribution each year 5 percent of its endowment fund’s prior year average fair value. Unrealized gains and investment income allocated to the endowment fund are classified as net assets with donor restrictions, as supported by the associated agreements, until those amounts are appropriated for expenditure by Eskaton in a manner consistent with the standard of prudence prescribed by UPMIFA. In the absence of donor stipulations or law to the contrary, losses on the investments of a donor-restricted endowment fund shall reduce net assets with donor restrictions to the extent that donor-imposed restrictions on net appreciation of the fund have not been met before a loss occurs. Any remaining loss shall reduce net assets without donor restrictions.

**Net patient service revenue and home based services revenue** – Net patient services are performed in skilled nursing and home health in exchange for a contractual agreed-upon amount or rate. The transaction price for these services is based on standard charges for goods and services provided, reduced by contractual adjustments provided to third parties, or explicit price concessions. Eskaton determines its estimates for contractual adjustments based on contractual agreements and historical experience. Routine services are treated as a single performance obligation satisfied over time as services are rendered. As such, patient care services represent a bundle of services that are not capable of being distinct. Additionally, there may be ancillary services that are not included in the daily rates for routine services. Ancillary services are treated as separate performance obligations satisfied at a point in time, if and when those services are rendered. Revenue is recognized in the month in which the performance obligations are satisfied. Performance obligations satisfied over time for net patient service revenue are recognized based on actual charges incurred. This method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation.

The following represents net patient service revenue and home based services revenue disaggregated by payor source for the years ended December 31, as this best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors:

	Year Ended December 31, 2020				
	Private Pay	Other Insurance	Medicare	Medi-Cal	Total
Net patient service revenue	\$ 1,326	\$ 12,666	\$ 3,913	\$ 23,027	\$ 40,932
Home based services revenue	800	1,690	1,305	117	3,912
	\$ 2,126	\$ 14,356	\$ 5,218	\$ 23,144	\$ 44,844

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

	Year Ended December 31, 2019				Total
	Private Pay	Other Insurance	Medicare	Medi-Cal	
Net patient service revenue	\$ 1,950	\$ 19,690	\$ 4,076	\$ 22,102	\$ 47,818
Home based services revenue	821	1,875	941	397	4,034
	<u>\$ 2,771</u>	<u>\$ 21,565</u>	<u>\$ 5,017</u>	<u>\$ 22,499</u>	<u>\$ 51,852</u>

**Resident service revenue** – Eskaton provides senior living services to residents for a stated monthly fee. Eskaton recognizes revenue for housing services under independent living, assisted living, and memory care residency agreements in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). Eskaton has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. In conjunction with its resident services, Eskaton sells CCRC memberships. Revenue associated with these memberships is recognized over the estimated remaining life of the resident.

The following represents resident service revenue disaggregated by service line for the years ended December 31, as this best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors:

	Year Ended December 31, 2020				Total
	Assisted Living	Memory Care	Independent Living	CCRC	
Resident service revenue	\$ 26,225	\$ 9,066	\$ 8,808	\$ 43,989	\$ 88,088

	Year Ended December 31, 2019				Total
	Assisted Living	Memory Care	Independent Living	CCRC	
Resident service revenue	\$ 28,838	\$ 8,663	\$ 9,033	\$ 34,038	\$ 80,572

**Government grant revenue** – Government grant revenue consists of Provider Relief Funds disbursed by the U.S. Department of Health & Human Services as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") that was signed into law on March 27, 2020. The CARES Act established the Provider Relief Fund ("PRF") to be used for economic support of healthcare entities in connection with healthcare-related expenses or lost revenues attributable to COVID-19 and treatment of uninsured COVID-19 patients. The PRF funds have been accounted for as conditional contributions under ASC 958-605, *Not-for-Profit Entities—Revenue Recognition*. Because PRF payments can only be used to prevent, prepare for, or respond to COVID-19, they are considered donor-restricted. Due to the linkage of the conditions with the restrictions, the restrictions were simultaneously satisfied upon meeting the conditions, and therefore the PRF funds have been fully recognized as support without donor restrictions in the consolidated statements of operations and changes in net assets during the year ended December 31, 2020.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Other revenue** – Other revenue is derived from management agreements and other ancillary revenues. Eskaton manages certain communities under contracts that provide periodic management fee payments to the Organization. Management fees are generally determined by an agreed-upon percentage of gross revenues (as defined in the management agreement). Certain management contracts also provide for an annual incentive fee to be paid to Eskaton upon achievement of certain metrics identified in the contract. There were no incentive fee amounts recorded for the years ending December 31, 2020 or 2019. Eskaton recognizes revenue for community management services in accordance with the provisions of ASC 606. Although there are various management and operational activities performed by Eskaton under the contracts, the Company has determined that all community operations management activities are a single performance obligation, which is satisfied over time as the services are rendered.

**Donated services and materials** – A number of volunteers donate significant amounts of time to advance Eskaton's program objectives. No amounts are reported in the accompanying consolidated financial statements for donated services since no objective basis is available to measure the value of such services.

Eskaton records the donation of materials when an objective basis is available to measure the value of those donations and when the materials would be purchased if they were not donated. These amounts are recorded as contribution revenues and as expenses.

**Excess of revenues, gains, and other support over expenses** – The consolidated statements of operations and changes in net assets include excess of revenues, gains, and other support over expenses. Changes in net assets without donor restrictions, which are excluded from the excess of revenues, gains, and other support over expenses, include pension-related changes other than net periodic pension cost.

**Advertising** – Advertising costs are expensed as incurred and included in purchased services expense in the accompanying consolidated statements of operations and changes in net assets. Advertising expense was approximately \$723,000 and \$1,097,000 for the years ended December 31, 2020 and 2019, respectively.

**Income taxes** – Eskaton, EPI, EVGV, EVR, EVP, ELGB, EFWL, TRC, and Eskaton Foundation are exempt from income taxes under Section 501(a) of the Internal Revenue Code as organizations described in Section 501(c)(3) and applicable state regulations, except for federal and state tax on income resulting from unrelated business income. LD and CHC are taxable entities; however, income taxes for these entities are not significant to the consolidated financial statements.

FASB ASC Topic 740, *Income Taxes*, prescribes a recognition threshold and measurement attribute for financial statement disclosure of tax positions taken or expected to be taken on a tax return. Recognition of a tax position is determined when it is more likely than not that a tax position will be sustained on examination by the taxing authorities, including resolution of any related appeals or litigation processes. A tax position that meets the more likely than not recognition threshold is measured at the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority. Eskaton recognizes interest and penalties related to income tax matters in operating expenses. As of December 31, 2020 and 2019, there were no such uncertain tax positions.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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**Use of management's estimates** – The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Accounting estimates include fair value measurements of investments, accounts receivable allowances, useful lives of fixed assets, deferred revenue from unamortized CCRC membership fees, future service benefit obligations, self-insured workers’ compensation, self-insured employee health costs, interest rate swap liability, unfunded pension obligation, and professional liability.

**Fair value measurements** – FASB ASC Topic 820, *Fair Value Measurements and Disclosures*, prescribes fair value measurements and disclosures for financial and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. FASB ASC Topic 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC Topic 820 also establishes a framework for measuring fair value and expands disclosures about fair value measurements.

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, other receivables, deposits and prepaid expenses, other assets, and accrued liabilities approximate fair value. The fair values of assets limited as to use and investments are disclosed in Note 4. The fair values of derivative instruments are disclosed in Note 5.

**Recent accounting pronouncements** – In August 2018, the FASB issued Accounting Standards Update (“ASU”) No. 2018-13, *Fair Value Measurement – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement (Topic 820)* (“ASU 2018-13”), to improve the effectiveness of disclosures in the notes to financial statements by facilitating clear communication of the information required by generally accepted accounting principles that are most important to users of financial statements through the removal, modification, and addition of disclosure requirements. The adoption is effective for the Organization for the fiscal year ending December 31, 2020. Eskaton adopted this standard for the fiscal year ended December 31, 2020, and the adoption did not have a material impact on the consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-14, *Compensation – Retirement Benefits – Disclosure Framework – Changes to the Disclosure Framework for Defined Benefit Plans (Topic 715-20)* (“ASU 2018-14”), to improve the effectiveness of disclosures in the notes to financial statements by facilitating clear communication of the information required by generally accepted accounting principles that are most important to users of financial statements through the removal, clarification, and addition of disclosure requirements. The adoption is effective for the Organization for the fiscal year ending December 31, 2022. Management is currently evaluating the impact of ASU 2018-14 on the consolidated financial statements.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

#### NOTE 3 – THIRD-PARTY PAYORS

Eskaton has agreements with third-party payors that provide for payments to Eskaton at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

**Medicare** – Skilled nursing services and home health visits provided to Medicare program beneficiaries are reimbursed under the Prospective Payment System (“PPS”). Eskaton is reimbursed under the PPS system for skilled nursing services on a per diem rate depending on each patient category, which is determined by the Patient Driven Payment Model (“PDPM”) system, beginning October 1, 2019. Eskaton is reimbursed under the PPS system for home health visits on a per 60-day case rate depending on each patient category, which is determined by the Home Health Resource Groups (“HHRG”) system.

**Medi-Cal** – Skilled nursing services and home health visits rendered to Medi-Cal program beneficiaries are reimbursed under prospectively determined per diem or per visit rates.

**Other** – Eskaton has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to Eskaton under these agreements includes prospectively determined daily rates and discounts from established charges.

#### NOTE 4 – ASSETS LIMITED AS TO USE AND INVESTMENTS

**Assets limited as to use** – The composition of assets limited as to use, stated at fair value, as of December 31 is set forth in the following table (in thousands):

	2020	2019
Required under bond indenture and HUD regulatory agreements for escrow, principal, interest, reserves, and insurance, held by trustee:		
Cash and short-term investments	\$ 1,861	\$ 2,086
U.S. Treasury notes, government securities, and other corporate debt securities	8,426	8,302
	10,287	10,388
Resident assistance and program funds with donor restrictions:		
Cash and short-term investments	700	23
Equity securities	1,055	347
Mutual funds	2,837	2,590
	4,592	2,960
	14,879	13,348
Less current portion	670	837
	\$ 14,209	\$ 12,511

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

Investments – Investments, at fair value, as of December 31 include the following (in thousands):

	2020	2019
Corporate reserves for capital replacement, liquidity, and growth:		
Cash and short-term investments	\$ 737	\$ 813
U.S. Treasury notes, government securities, and other corporate debt securities	8,171	8,474
Equity securities	42,607	16,220
Mutual funds	19,081	35,698
Alternative investments	-	762
	<u>70,596</u>	<u>61,967</u>
Corporate reserves for resident assistance and charitable gift annuities:		
Cash and short-term investments	2,176	-
U.S. Treasury notes, government securities, and other corporate debt securities	152	184
Equity securities	2,222	231
Mutual funds	5,595	1,131
	<u>10,145</u>	<u>1,546</u>
	80,741	63,513
Less current portion	<u>70,596</u>	<u>61,967</u>
	<u>\$ 10,145</u>	<u>\$ 1,546</u>

FASB ASC Topic 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

**Level 1** – Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that Eskaton has the ability to access at the measurement date.

**Level 2** – Inputs are other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

**Level 3** – Inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement falls is based on the lowest level input that is significant to the fair value measurement, in its entirety.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The fair values of the financial instruments as of December 31, 2020 and 2019, represent management's best estimates of the amounts that would be received to sell those assets or that would be paid to transfer those liabilities in an orderly transaction between market participants at that date. Those fair value measurements maximize the use of observable inputs. However, in situations where there is little, if any, market activity for the asset or liability at the measurement date, the fair value measurement reflects management's own judgments about the assumptions that market participants would use in pricing the asset or liability. Those judgments are developed by management based on the best information available in the circumstances.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

**Cash and cash equivalents** – The carrying amounts at face value approximate fair value because of the short maturity of these instruments.

**Marketable investment securities** – Certificates of deposit, money market funds, common stock, mutual funds, U.S. government securities, U.S. government bonds, and corporate bonds are measured using quoted market prices at the reporting date multiplied by the quantity held.

**Alternative investment securities** – Management has elected to carry alternative investments at fair value under the fair value option. The fair value of alternative investments has been determined using net asset value ("NAV") as a practical expedient.

Investments by level as of December 31 are as follows (in thousands):

	December 31, 2020	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Investments (including assets limited as to use):				
Cash and cash equivalents	\$ 2,483	\$ 2,483	\$ -	\$ -
Certificates of deposit	45	-	45	-
Money market funds	2,946	2,946	-	-
Common stocks	45,884	45,884	-	-
Mutual funds	27,513	27,513	-	-
U.S. Government securities	3,596	3,596	-	-
U.S. Government bonds	10,539	10,539	-	-
Corporate bonds	2,614	2,614	-	-
<b>Total investments, at fair value</b>	<b>\$ 95,620</b>	<b>\$ 95,575</b>	<b>\$ 45</b>	<b>\$ -</b>



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

	December 31, 2019	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Investments (including assets limited as to use):				
Cash and cash equivalents	\$ 2,266	\$ 2,266	\$ -	\$ -
Certificates of deposit	48	-	48	-
Money market funds	608	608	-	-
Common stocks	16,798	16,798	-	-
Mutual funds	39,419	39,419	-	-
U.S. Government securities	4,753	4,753	-	-
U.S. Government bonds	8,229	8,229	-	-
Corporate bonds	3,978	3,978	-	-
Total assets in the fair value hierarchy	76,099	\$ 76,051	\$ 48	\$ -
Investments measured at NAV				
Alternative investments	762			
Total investments, at fair value	\$ 76,861			

At times Eskaton has invested as a limited partner in hedge funds. Investments in hedge funds have the potential to become illiquid under stressed market conditions and, in certain circumstances investors may be subject to redemption restrictions which can impede the timely return of capital. These partnerships are valued using their respective NAV and are audited annually. The most significant input into the NAV of such an entity is the fair value of its investment holdings. These holdings are valued on a monthly basis by each fund's independent administrator and for certain illiquid investments where no market exists, the General Partner may provide pricing input. The management assumptions are based upon the nature of the investment and the underlying business. The valuation techniques vary based upon investment type, but are predominantly derived from observed market prices.

Eskaton management meets at least quarterly with its investment advisor to review the strategy and the ongoing performance of all investments, including analyzing changes in fair value measurements from period to period. Eskaton further corroborates third-party information used in the fair value measurement by obtaining audited financial statements of its hedge funds.

The following table presents Eskaton's alternative investments measured at estimated fair value as of December 31, (in thousands):

Description	Balance as of December 31, 2019	Unfunded commitments	Redemption frequency	Redemption notice period
Hedge funds	\$ 762	\$ -	Monthly	45 days

Hedge funds were established for the purpose of achieving consistent, absolute returns in all market environments. These hedge funds are single manager but employ multiple trading teams each specializing in a specific strategy. These strategies include, but are not limited to, fundamental long/short equity, global macro, and credit and statistical arbitrage. Eskaton divested of its hedge fund investments during the fiscal year ended December 31, 2020.



**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

Investment income, expenses, and gains (losses) for assets limited as to use, cash equivalents, and investments are comprised of the following for the years ended December 31 (in thousands):

	Year Ended December 31, 2020		
	Obligated Group	Nonobligated	Total
Investment income:			
Interest and dividend income	\$ 1,159	\$ 172	\$ 1,331
Realized gains on sales of securities	7,237	46	7,283
Unrealized gains on trading securities and alternative investments	555	1,948	2,503
	8,951	2,166	11,117
Less investment expenses	360	7	367
	8,591	2,159	10,750
Less investment income with donor restrictions	-	177	177
Investment income without donor restrictions	\$ 8,591	\$ 1,982	\$ 10,573

	Year Ended December 31, 2019		
	Obligated Group	Nonobligated	Total
Investment income:			
Interest and dividend income	\$ 1,594	\$ 87	\$ 1,681
Realized gains on sales of securities	4,030	218	4,248
Unrealized gains on trading securities and alternative investments	5,400	442	5,842
	11,024	747	11,771
Less investment expenses	358	7	365
	10,666	740	11,406
Less investment income with donor restrictions	-	233	233
Investment income without donor restrictions	\$ 10,666	\$ 507	\$ 11,173

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

#### NOTE 5 – DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

Eskaton has an interest rate swap derivative instrument ("swap") to manage its exposure on its debt instruments. By using derivative instruments, Eskaton exposes itself to credit risk and termination risk.

Credit risk exists because Eskaton is dependent upon the interest rate swap counterparty to meet its obligations under the agreement. This risk is measured by the cost associated with replacing the agreement, not by the notional amount of the agreement. At inception, the swap's replacement cost, or fair market value, is close to zero. If interest rates change such that the fair market value of the swap is positive, Eskaton's exposure to the swap counterparty increases as the cost of replacing the agreement increases. If the fair market value decreases, Eskaton's exposure to the swap counterparty decreases. Eskaton minimizes the credit risk in derivative instruments by entering into transactions with high-quality counterparties whose credit rating is higher than A2/A.

Termination risk is the risk that a swap will be terminated by the swap counterparty before maturity and Eskaton, due to adverse market conditions, will be forced to make a cash termination payment to the counterparty. The termination risk associated with swaps is managed by establishing and monitoring parameters that limit the market value sensitivity Eskaton is willing to accept. Termination risk is also mitigated by allowing only Eskaton to have voluntary termination rights and allowing the swap counterparty to terminate only under specific ratings downgrade triggers of Eskaton.

The estimated fair values of derivative instruments have been determined using Level 2 inputs including available market information and valuation methodologies. As of December 31, 2020 and 2019, the fair values of these derivatives were recorded in the consolidated balance sheets at net liabilities of \$4.7 million and \$3.9 million, respectively. The credit risk assumption, as required under FASB ASC Topic 820, reduced Eskaton's interest rate swap liability by \$0.3 million and \$0.2 million in 2020 and 2019, respectively.

**Interest rate swap agreement for variable-rate debt** – Eskaton has issued variable-rate debt to refinance various debt issuances and finance capital improvements. The variable-rate debt obligations expose Eskaton to variability in interest payments due to changes in interest rates. Management believes it is prudent to limit the variability of a portion of its interest payments. To meet this objective, management entered into a swap agreement to manage fluctuations in cash flows resulting from interest rate risk. This swap effectively changed the variable-rate cash flow exposure on the Series 2006 Bonds to fixed-rate cash flows. Under the terms of the swap, Eskaton makes fixed interest rate payments and receives variable interest rate payments, thereby creating the equivalent of fixed-rate debt. As of December 31, 2020 and 2019, Eskaton was party to a swap agreement with an aggregate notional principal amount of \$16.9 million and \$17.5 million, respectively.

**Interest rate swap activities** – Interest rate swap activities included in nonoperating revenue (expenses) for the years ended December 31 consist of the following (in thousands):

	2020	2019
Net unrealized (loss) gain on interest rate swap agreements	\$ (788)	\$ (831)
Net payments on interest rate swap agreements	(551)	(375)
<b>Total interest rate swap activities</b>	<b>\$ (1,339)</b>	<b>\$ (1,206)</b>

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

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**NOTE 6 – PROPERTY AND EQUIPMENT**

Property and equipment as of December 31 consists of the following (in thousands):

	<u>2020</u>	<u>2019</u>
Land	\$ 26,685	\$ 16,128
Land improvements	21,835	21,227
Buildings and improvements	226,984	197,652
Equipment	<u>39,167</u>	<u>37,216</u>
	314,671	272,223
Accumulated depreciation	<u>(190,884)</u>	<u>(180,161)</u>
	123,787	92,062
Construction in progress	<u>4,692</u>	<u>2,911</u>
Property and equipment, net	<u>\$ 128,479</u>	<u>\$ 94,973</u>

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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#### NOTE 7 – LONG-TERM DEBT

Long-term debt as of December 31 consists of the following (in thousands):

	<u>2020</u>	<u>2019</u>
Obligated group:		
Series 2013 Tax-Exempt Fixed-Rate Revenue Bonds (Series 2013 Bonds) due 2035, principal due in annual installments and fixed interest of 2.00% to 5.00% due semi-annually; secured by deeds of trust.	\$ 41,310	\$ 42,740
Series 2012 Tax-Exempt Fixed-Rate Revenue Bonds (Series 2012 Bonds) due 2034, principal due in annual installments and fixed interest of 2.00% to 5.25% due semi-annually; secured by deeds of trust.	29,310	30,455
Series 2006 Tax-Exempt Variable-Rate Demand Revenue Bonds (Series 2006 Bonds) due 2022, principal due in annual installments and variable interest due monthly (1.35% and 2.35% at December 31, 2020 and 2019, respectively); held under a bank direct placement agreement; secured by deeds of trust.	15,460	16,040
Series 2008A Tax-Exempt Variable-Rate Demand Revenue Refunding Bonds (Series 2008A Bonds) due 2025, principal due in annual installments and variable interest due monthly (1.68% and 3.24% at December 31, 2020 and 2019, respectively); held under a bank direct placement agreement; secured by deeds of trust.	11,025	12,125
Other notes, due through 2021	2,018	2,127

**Eskaton and Subsidiaries**  
**Notes to Consolidated Financial Statements**

	2020	2019
Nonobligated:		
Note payable to ORIX Real Estate Capital, LLC due 2050, principal and interest of 3.07% due in monthly installments of \$53; insured by U.S. Department of Housing and Urban Development under Section 232, pursuant to Section 223(f); secured by deed of trust.	12,372	12,626
Note payable to ORIX Real Estate Capital, LLC due 2047, principal and interest of 2.45% due in monthly installments of \$32; insured by U.S. Department of Housing and Urban Development under Section 232, pursuant to Section 223(f); secured by deed of trust.	7,527	7,722
Note payable to First Republic Bank due 2035, principal and interest of 3.85% due in monthly installments of \$40.	5,411	-
Other notes, due through 2023	3,769	4,029
	128,202	127,864
Unamortized premiums	3,233	3,406
Unamortized deferred financing costs	(2,551)	(2,150)
	128,884	129,120
Less current maturities, net of premiums and deferred financing costs of \$0 in 2020 and \$48 in 2019	7,462	16,106
	<b>\$ 121,422</b>	<b>\$ 113,014</b>

Maturities (as calculated based on the following paragraph) of long-term debt are as follows (in thousands):

Year Ending December 31,

2021	\$	7,462
2022		19,888
2023		8,117
2024		5,120
2025		10,257
Thereafter		77,358
	<b>\$</b>	<b>128,202</b>

Eskaton calculated the above maturities of long-term debt as if the variable rate demand bonds held under direct placement agreements with banks were not renewed or successfully remarketed or refinanced and were required to be repaid at the expiration dates in 2022 and 2025. Maturities exclude unamortized premiums and deferred financing costs.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The total amount of long-term debt supported by direct placement agreements as of December 31, 2020 and 2019, was approximately \$26.5 million and \$28.2 million, respectively. Eskaton pays fees on each direct placement facility, which range from 1.25% to 1.76% per annum, plus a percentage of 1-month LIBOR, and are included in interest and amortization expense in the accompanying consolidated statements of operations and changes in net assets.

Interest and amortization expense related to long-term debt for the years ended December 31 comprises the following (in thousands):

	2020	2019
Obligated Group:		
Interest on bonds and notes	\$ 4,114	\$ 4,638
Letter of credit and other financing fees	34	42
Amortization of debt issuance costs	150	153
Nonobligated:		
Interest on bonds and notes	1,056	970
Amortization of debt issuance costs	34	26
	<u>\$ 5,388</u>	<u>\$ 5,829</u>

The Series 2013 Bonds, Series 2012 Bonds, Series 2008A Bonds, and Series 2006 Bonds are subject to restrictive covenants contained in the Master Indenture. The Series 2008A Bonds and Series 2006 Bonds are also subject to additional covenants contained in the direct placement agreements with U.S. Bank, N.A. and Compass Mortgage Corporation, respectively. Under the Master Indenture, Eskaton is required to maintain certain deposits with a trustee that are included in assets limited as to use. The Master Indenture and related direct placement agreements also, among other things, require Eskaton to maintain specified debt service coverage ratios and days cash on hand, place limits on Eskaton on the incurrence of additional long-term debt, and require Eskaton to report material adverse changes. Management believes that Eskaton was in compliance with the various covenants as of and for the year ended December 31, 2020.

The notes payable to ORIX Real Estate Capital, LLC are also subject to restrictive covenants, including the requirement to maintain certain deposits with the lender. Such deposits include mortgage insurance premiums, property taxes, and property insurance escrow accounts. The lender also holds reserve accounts for capital replacement reserves and residual receipts. All such escrow accounts and reserve accounts are included in assets limited as to use. Disbursements from the reserve accounts for the proper purpose may be made only after receiving consent in writing from the U.S. Secretary of Housing and Urban Development.

The Series 2006 Bonds are held by Compass Mortgage Corporation under a direct placement agreement expiring May 31, 2022. The Series 2008A Bonds are held by U.S. Bank, N.A. under a direct placement agreement expiring December 1, 2025.

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

#### NOTE 8 – PENSION PLANS

Eskaton has a defined benefit cash balance pension plan ("Eskaton Retirement Plan" or the "Plan") whereby a participant's monthly rate of retirement benefits shall equal one twelfth of the amount determined in accordance with the Plan provisions. A participant may elect an optional form of benefit, including a single lump-sum payment. The Eskaton Retirement Plan covers all employees of Eskaton, EPI, EVGV, EVR, EVP, ELGB, EFWL, Eskaton Foundation, and LD who have attained the age of 21 after completion of one year of service in which the employee completes 1,000 hours of service. The Plan requires five benefit years to vest.

Eskaton also maintains a Supplemental Executive Retirement Plan ("SERP") that provides supplemental funds for retirement or death for selected key employees of Eskaton in the event that the Eskaton Retirement Plan benefits of such individuals are less than the specified target. The SERP is a nonqualified plan intended to meet the requirements of an ineligible deferred compensation plan as described in Section 457(f) of the Internal Revenue Code of 1986. The benefit under the SERP is offset by certain portions of the Eskaton Retirement Plan. It is expected over time that the benefits payable from the SERP will be nearly completely offset by the cash balance pension plan.

The following table presents the changes in the benefit obligations, fair value of assets, and funded status of the Plan as of December 31 (in thousands):

	Eskaton Retirement Plan		SERP	
	2020	2019	2020	2019
Benefit obligation, beginning of year	\$ 31,824	\$ 28,631	\$ 1,789	\$ 1,807
Service cost	906	841	2,343	778
Interest cost	937	1,149	32	58
Benefits paid	(2,363)	(2,704)	(8)	(8)
Plan amendment	1,750	168	-	-
Actuarial (gain) loss	3,609	3,739	(1,743)	(846)
<b>Benefit obligation, end of year</b>	<b>\$ 36,663</b>	<b>\$ 31,824</b>	<b>\$ 2,413</b>	<b>\$ 1,789</b>
Fair value of assets, beginning of year	\$ 33,837	\$ 29,443	\$ -	\$ -
Return on plan assets	4,458	5,295	-	-
Employer contributions	2,460	1,802	8	8
Benefits paid	(2,363)	(2,703)	(8)	(8)
<b>Fair value of assets, end of year</b>	<b>\$ 38,392</b>	<b>\$ 33,837</b>	<b>\$ -</b>	<b>\$ -</b>
Funded status at end of year (recognized in unfunded pension obligations and funded pension obligations in the consolidated balance sheets)	<b>\$ 1,729</b>	<b>\$ 2,013</b>	<b>\$ (2,413)</b>	<b>\$ (1,789)</b>

The accumulated benefit obligation for the pension plan was \$36.1 million and \$31.4 million as of December 31, 2020 and 2019, respectively.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

Net periodic benefit cost recognized and other changes in plan assets and benefit obligations, which are excluded from excess of revenues, gains, and other support over expenses in 2020 and 2019, are as follows (in thousands):

	Eskaton Retirement Plan		SERP	
	2020	2019	2020	2019
Service cost	\$ (906)	\$ (841)	\$ (2,343)	\$ (778)
Interest cost	(937)	(1,149)	(32)	(58)
Expected return on plan assets	2,340	2,026	-	-
Amortization of prior service cost	(298)	(401)	-	-
Amortization of net gain (loss)	(776)	(986)	179	129
Settlement charge	-	(502)	-	-
<b>Net periodic benefit cost recognized</b>	<b>(577)</b>	<b>(1,853)</b>	<b>(2,196)</b>	<b>(707)</b>
Other changes in plan assets and benefit obligations recognized in net assets (deficit) without donor restrictions:				
Net actuarial gain (loss)	(716)	517	1,565	726
Prior service cost	(1,452)	232	-	-
Impact of settlement accounting	-	502	-	-
<b>Total recognized in net assets (deficit) without donor restrictions</b>	<b>(2,168)</b>	<b>1,251</b>	<b>1,565</b>	<b>726</b>
<b>Total recognized in net periodic benefit cost and net assets (deficit) without donor restrictions</b>	<b>\$ (2,745)</b>	<b>\$ (602)</b>	<b>\$ (631)</b>	<b>\$ 19</b>

The net loss and prior service cost for the Eskaton Retirement Plan that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is \$0.7 million and \$0.6 million, respectively. The net gain and prior service cost for the SERP that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is \$0.3 million and \$0, respectively.

Weighted average assumptions used are as follows:

	Eskaton Retirement Plan		SERP	
	2020	2019	2020	2019
Discount rate - benefit obligation	2.10%	3.00%	2.10%	3.00%
Discount rate - benefit cost	3.00%	4.10%	3.00%	4.10%
Expected rate of return on plan assets	7.00%	7.00%	n/a	n/a
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%

Eskaton's expected rate of return on plan assets is based on the portfolio as a whole and not on the sum of the returns on individual asset categories. The return is based exclusively on historical returns, without adjustments.

**Measurement date** – The measurement date used to determine pension benefit measures for the plans is December 31.

**Cash flows** – Eskaton expects to contribute \$1.8 million to the Eskaton Retirement Plan and \$0.3 million to the SERP during the fiscal year ending December 31, 2021.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The benefits expected to be paid are as follows (in thousands):

Year Ending December 31:	Eskaton Retirement Plan	SERP
2021	\$ 2,443	\$ 333
2022	2,423	333
2023	3,159	186
2024	2,420	80
2025	3,880	263
2026-2030	11,803	884

The expected benefits are based on the same assumptions used to measure Eskaton's benefit obligation as of December 31, 2020, and include estimated future employee service.

**Plan assets** – Eskaton's investment policy for the Eskaton Retirement Plan states the overall investment objectives of the account. It also contains a target asset mix and asset mix restrictions, which in combination with the skills of each investment manager should achieve these objectives.

The objectives of the account are expected to be pursued as a long-term goal designed to maximize the returns without exposure to undue risk. Each investment manager's greatest concern is expected to be the long-term appreciation of the assets and consistency of total portfolio returns. Management expects the account to exceed (net of fees) the composite benchmark relevant to the target asset allocation defined in the investment policy.

Target Asset Mix Table  
Overall Portfolio

Asset class	Minimum percentage	Target percentage	Maximum percentage
Domestic equities	30%	45%	60%
Real estate	0%	5%	10%
International equities	10%	15%	20%
Domestic fixed income	15%	25%	35%
Alternative investments	0%	10%	20%

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

The asset allocations of plan assets as of December 31 are as follows (in thousands):

	December 31, 2020	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash	\$ 481	\$ 481	\$ -	\$ -
Common stocks	10,051	10,051	-	-
Mutual funds	23,724	23,724	-	-
U.S. government bonds	2,666	2,666	-	-
Corporate bonds	1,258	1,258	-	-
Guaranteed investment account	88	-	88	-
Pooled separate account	124	-	124	-
Total assets in the fair value hierarchy	38,392	\$ 38,180	\$ 212	\$ -
Investments measured at NAV Alternative investments	-	-	-	-
Total pension assets, at fair value	\$ 38,392			

	December 31, 2019	Fair value measurements at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash	\$ 573	\$ 573	\$ -	\$ -
Common stocks	9,112	9,112	-	-
Mutual funds	19,338	19,338	-	-
U.S. government bonds	2,345	2,345	-	-
Corporate bonds	1,911	1,911	-	-
Guaranteed investment account	30	-	30	-
Pooled separate account	137	-	137	-
Total assets in the fair value hierarchy	33,446	\$ 33,279	\$ 167	\$ -
Investments measured at NAV Alternative investments	391			
Total pension assets, at fair value	\$ 33,837			

There were no significant transfers between plan assets with inputs with quoted prices in active markets for identical assets (Level 1) and assets with inputs with significant other observable inputs (Level 2) during the years ended December 31, 2020 and 2019.



## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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#### NOTE 10 – SELF-INSURED EMPLOYEE HEALTH AND WORKERS' COMPENSATION

Eskaton is self-insured for employee health and workers' compensation up to \$150,000 and \$1 million per claim, respectively. Eskaton maintains stop-loss insurance policies for employee health and workers' compensation with a limit of \$0 per claim and statutory limits, respectively. Accruals have been made for estimated liabilities, including estimates for incurred but not reported claims. Eskaton has recorded a liability of \$1.2 million and \$1.5 million as of December 31, 2020 and 2019, respectively, in relation to employee health. Eskaton has recorded a liability of \$13.2 million and \$13.9 million as of December 31, 2020 and 2019, respectively, in relation to workers' compensation. Eskaton is required to participate as a member in the State of California Self-Insurers' Security Fund, a not-for-profit mutual benefit corporation, to secure its liabilities for self-insured workers' compensation. In Eskaton's past experience, no claims have been made against this financial instrument. Management does not expect any material loss to result from this off-balance-sheet instrument because performance is not expected to be required and, therefore, is of the opinion that the fair value of this instrument is zero. Any related insurance recovery receivables are recorded as due from liability insurer in the accompanying consolidated balance sheets.

#### NOTE 11 – PROFESSIONAL LIABILITY INSURANCE

Eskaton maintains claims-made commercial professional liability insurance coverage with California Healthcare Insurance Company covering losses up to \$5 million per claim, annual aggregate of \$15 million, with a \$10,000 deductible per claim. Eskaton also purchases excess professional liability insurance coverage of \$10 million per claim and \$10 million aggregate over the primary insurance coverage limits. Eskaton has recorded a liability of \$1.4 million and \$1.3 million for the tail exposure as of December 31, 2020 and 2019, respectively. In accordance with FASB Topic 954-450, *Health Care Entities: Contingencies*, Eskaton has also recorded a liability of \$4.7 million and \$7.8 million as of December 31, 2020 and 2019, respectively, for estimated claim liabilities insured under its liability policy. These amounts are recorded as professional liability in the accompanying consolidated balance sheets. Any related insurance recovery receivables are recorded as due from liability insurer in the accompanying consolidated balance sheets.

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

Various legal settlements were reached that resulted in professional fees expense of \$8.2 million and \$7.5 million in the consolidated statements of operations and changes in net assets for the years ended December 31, 2020 and 2019, respectively.

With these settlements, Eskaton was able to close its \$15.3 million letter of credit with US Bank, and the corresponding court-mandated appeal bond of \$25.4 million. Both the standby letter of credit and the appeal bond were closed in October 2020.

Eskaton is a defendant in other various legal actions arising from its normal conduct of business. It is the opinion of Eskaton's management, after consulting with legal counsel, that the outcome of such matters will not have a material adverse effect on the consolidated financial position or results of operations of Eskaton.

In March 2020, the World Health Organization declared the novel coronavirus ("COVID-19") outbreak a public health emergency. The COVID-19 outbreak in the United States has not resulted in an Organization facility closure; however, facility closures or disruption in operations of our customers, suppliers, or third-party payers, could adversely impact our results of operations to the extent that COVID-19, or any other epidemic, harms the global economy. The ultimate duration and intensity of the impact of COVID-19 and resulting disruption to the Organization's operations is uncertain.

**NOTE 13 – CONCENTRATIONS OF CREDIT RISK**

Eskaton's financial instruments that are exposed to concentrations of credit risk consist primarily of bank demand deposits in excess of Federal Deposit Insurance Corporation ("FDIC") and Security Investor Protection Corporation ("SIPC") limits and its accounts receivable.

Eskaton's operating facilities are located primarily in the Sacramento, California, metropolitan area. Eskaton grants credit without collateral to its patients and residents, most of whom are insured under third-party payor agreements.

Accounts receivable, net, from patients and third-party payors as of December 31 are as follows (in thousands):

	2020	2019
Medicare	\$ 890	\$ 745
Medi-Cal	2,557	2,157
Other third-party payors	1,310	2,862
Patients and residents	980	983
	\$ 5,737	\$ 6,747

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

#### NOTE 14 – NATURAL AND FUNCTIONAL EXPENSES

The consolidated financial statements report certain expense categories that are attributable to more than one service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function including depreciation, interest and amortization, and insurance and other are allocated to a function based on a units-of-service basis. Expenses related to providing these services for the years ended December 31 are as follows (in thousands):

	Year Ended December 31, 2020						TOTALS
	Program Services				Support Services		
	Health Services	Residential Services	Community Services	Home Based Services	Fundraising	General & Admin	
Salaries and wages	\$ 27,448	\$ 29,454	\$ 155	\$ 1,722	\$ 41	\$ 19,805	\$ 78,433
Employee benefits	9,482	9,486	49	703	17	(230)	19,507
Professional fees	1,466	173	-	4	-	10,289	11,892
Supplies	3,149	4,918	-	23	-	864	8,954
Purchased services	994	5,529	-	10	-	4,149	10,672
Ancillary costs	3,012	156	-	32	-	-	3,200
Utilities	1,011	3,380	4	45	-	1,422	5,862
Insurance and other	2,346	710	10	168	141	4,555	7,940
Depreciation	1,205	9,914	-	10	-	779	11,908
Interest and amortization	262	4,514	-	-	-	612	5,388
<b>Total Expenses</b>	<b>\$ 50,365</b>	<b>\$ 68,234</b>	<b>\$ 218</b>	<b>\$ 2,717</b>	<b>\$ 207</b>	<b>\$ 42,015</b>	<b>\$ 163,756</b>

	Year Ended December 31, 2019						TOTALS
	Program Services				Support Services		
	Health Services	Residential Services	Community Services	Home Based Services	Fundraising	General & Admin	
Salaries and wages	\$ 25,874	\$ 25,020	\$ 121	\$ 2,232	\$ -	\$ 18,110	\$ 71,357
Employee benefits	7,442	7,068	35	729	-	266	16,340
Professional fees	1,439	95	-	7	-	6,893	10,434
Supplies	2,162	3,587	-	70	-	824	6,643
Purchased services	770	5,434	-	33	-	4,099	10,336
Ancillary costs	3,504	420	-	32	-	-	3,956
Utilities	632	2,878	4	41	-	1,311	5,066
Insurance and other	2,466	736	26	254	233	4,806	8,540
Depreciation	911	8,093	-	16	-	604	9,826
Interest and amortization	335	4,855	-	-	-	639	5,829
<b>Total Expenses</b>	<b>\$ 45,755</b>	<b>\$ 58,986</b>	<b>\$ 185</b>	<b>\$ 3,416</b>	<b>\$ 233</b>	<b>\$ 39,702</b>	<b>\$ 148,327</b>

## Eskaton and Subsidiaries

### Notes to Consolidated Financial Statements

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#### NOTE 15 – LIQUIDITY DISCLOSURE

As of December 31, 2020 and 2019, Eskaton has a working capital surplus of \$78.9 million and \$74.0 million, and average days' cash on hand of 242 and 251 days, respectively.

Financial assets available for general expenditure within one year of the consolidated balance sheet date consist of the following (in thousands) as of December 31:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 19,129	\$ 31,225
Investments	80,741	63,513
Accounts receivable, net	5,737	6,747
Other receivables	<u>3,395</u>	<u>2,610</u>
	<u>\$ 109,002</u>	<u>\$ 104,095</u>

Eskaton manages its liquidity by developing annual operating budgets that provide sufficient funds to support operating expenditures, liabilities, and other obligations. Eskaton's cash needs are expected to be met through operating revenue sources.

#### NOTE 16 – HEALTH AND SAFETY CODE SECTION 1790(a)(3) DISCLOSURE

The following disclosure is made pursuant to Section 1790(a)(3) of the California Health and Safety Code: no reserves are being accumulated for identified projects or contingencies.

#### NOTE 17 – SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the consolidated balance sheet date but before consolidated financial statements are issued. Eskaton recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the consolidated balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements. Eskaton's consolidated financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the consolidated balance sheet but arose after the consolidated balance sheet date and before consolidated financial statements are issued.

**Eskaton FountainWood Lodge** – On February 20, 2020, Eskaton executed a letter of intent to sell Eskaton FountainWood Lodge, a 91-bed licensed assisted living and memory care facility, at an agreed-upon sales price of \$7.8 million. The completion of the sale occurred on January 12, 2021. Eskaton FountainWood Lodge has a loan with Five Star Bank that was scheduled to mature in March 2023. The balance on the loan was \$3.8 million as of December 31, 2020, and the loan was paid in full with proceeds from the sale in January 2021.

Subsequent events have been evaluated through April 30, 2021, which is the date the consolidated financial statements were issued.

## **Supplementary Information**

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**Eskaton and Subsidiaries**  
**Consolidating Schedule – Balance Sheet**  
**December 31, 2020**  
**(in thousands)**

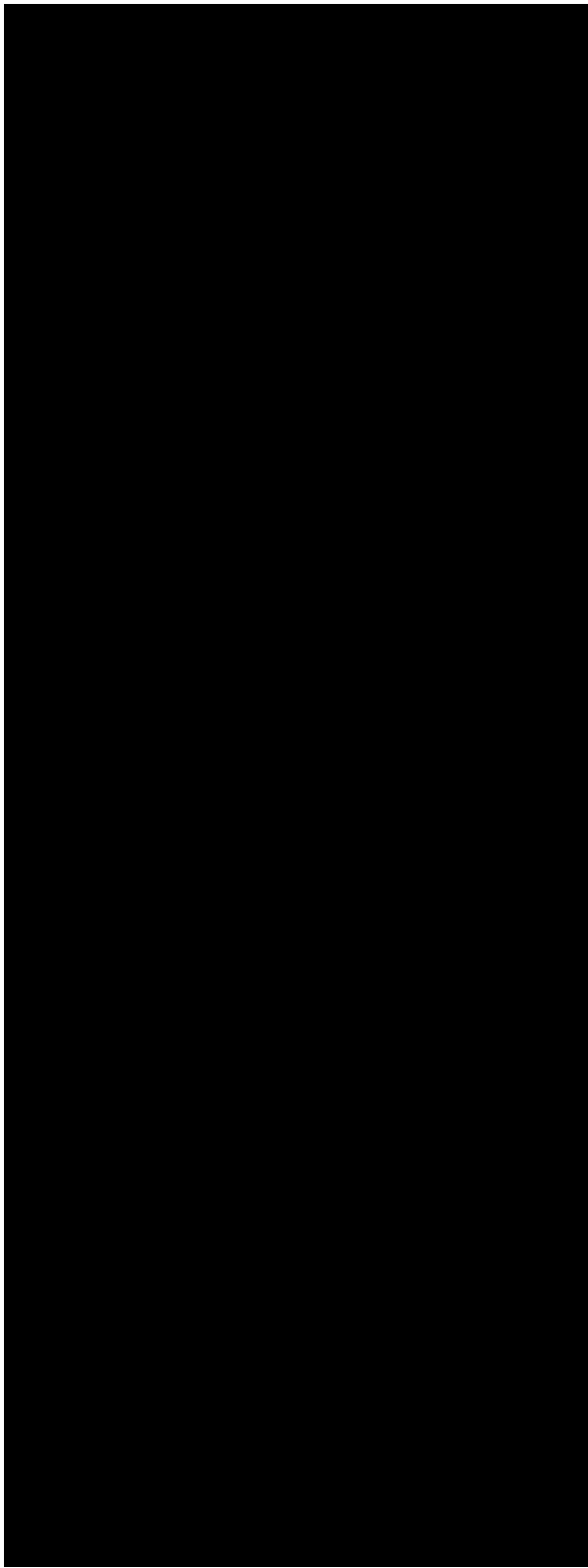
	Eskaton Properties, Inc.	Eskaton Village Grass Valley	Eskaton Village Roseville	Eskaton Obligated Group Total	Eskaton Obligated Group Adjustments	Eskaton Obligated Group Combined	Eskaton	California Healthcare Consultants	Eskaton Village Placerville	Eskaton Lodge Granite Bay	Eskaton FountainWood Lodge	The Revlinger Community	Livable Design	Eskaton Foundation	Total	Eliminations	Consolidated
<b>Assets</b>																	
Current assets:																	
Cash and cash equivalents	\$ 10,072	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Assets limited as to use	383																
Accounts payable and other current liabilities	70,551																
Investments	4,316																
Accounts receivable, net	2,023																
Other receivables	573																
Inventories	596																
Deposits and prepaid expenses	6,174																
Due from related parties	95,098																
<b>Total current assets</b>																	
Assets limited as to use, net of amount required for current liabilities	6,273																
Investments	46,360																
Prepaid expenses and other assets	1,830																
Other assets	5,171																
Land available for sale	2,041																
Due from liability insurer	4,311																
Associate member/resident/patient deposits	3,147																
Other	68,133																
Due from related parties, net of current portion	164,221																
<b>Total assets</b>																	

**Eskaton and Subsidiaries**  
**Consolidating Schedule - Balance Sheet (Continued)**  
**December 31, 2020**  
**(in thousands)**



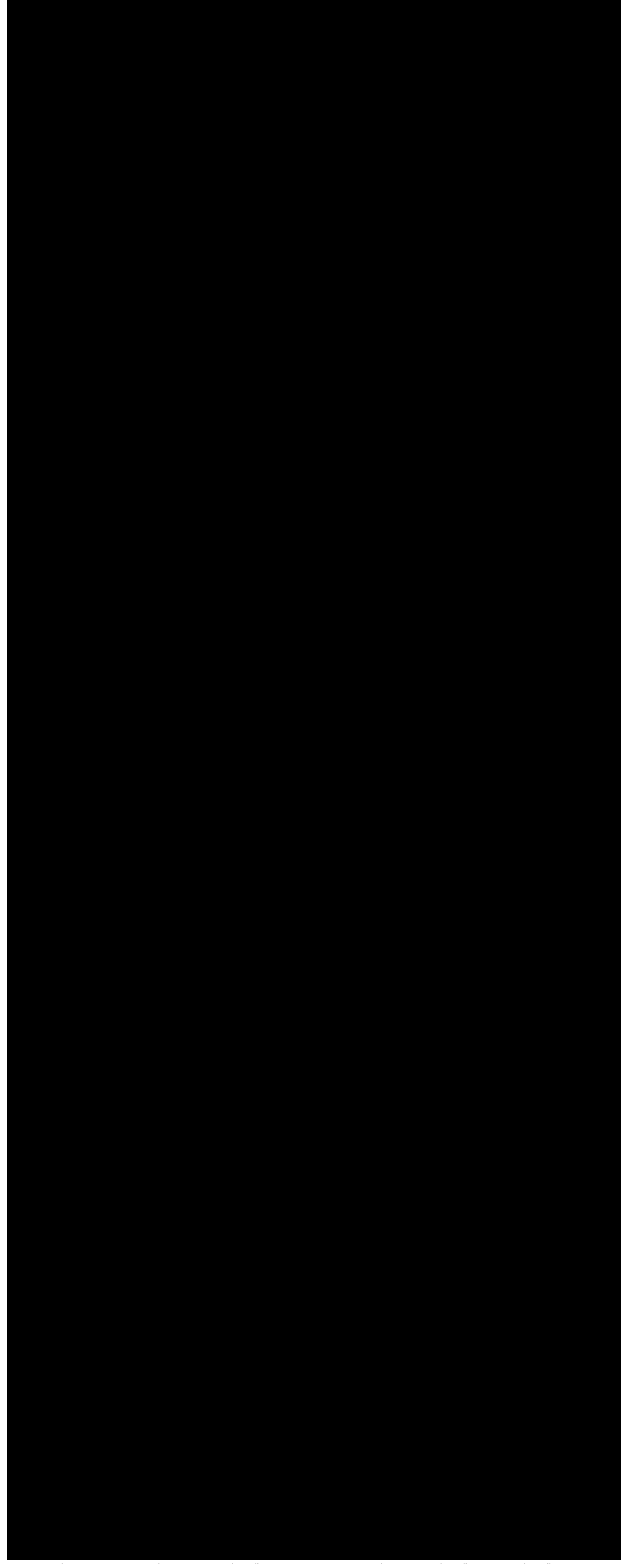
	2020
<b>Current liabilities:</b>	
Accounts payable	\$ 1,000
Accounts receivable	1,000
Contract liabilities	1,000
Deferred revenue	1,000
Other current liabilities	1,000
<b>Total current liabilities</b>	<b>5,000</b>
<b>Long-term liabilities:</b>	
Debt	10,000
Other long-term liabilities	1,000
<b>Total long-term liabilities</b>	<b>11,000</b>
<b>Total liabilities</b>	<b>16,000</b>
<b>Equity:</b>	
Common stock	1,000
Retained earnings	1,000
Accumulated other comprehensive income	1,000
Other equity	1,000
<b>Total equity</b>	<b>4,000</b>
<b>Total liabilities and equity</b>	<b>20,000</b>

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Operations and Changes in Net Assets (Deficit)**  
**Year Ended December 31, 2020**  
**(in thousands)**



	Eskaton Properties Inc.
Net assets (deficit) without donor restrictions:	
Revenues and other support:	
Resident service revenue, including	\$ 40,832
amortization of CCRC entrance fees	45,265
Home based services	2,831
Government grant revenue	3,488
Other, net	8,048
	<u>100,674</u>
Expenses:	
Salaries and wages	50,290
Employee benefits	10,881
Contractual fees	1,000
Supplies	5,015
Purchased services	7,794
Ancillary costs	2,415
Utilities	3,806
Insurance and other	6,023
Depreciation	6,712
Interest and amortization	2,897
	<u>107,182</u>
Total operating expenses	<u>(6,508)</u>
(Loss) income from operations	
Nonoperating revenue (expense):	-
Inherent contribution from affiliation	8,576
Investment income	476
Interest rate swap activities	576
Other components of net periodic pension benefit	593
Other	-
	<u>9,645</u>
Total nonoperating revenue (expenses), net	<u>9,645</u>
Excess (deficiency) of revenues, other,	\$ 3,137
and other support over expenses	<u>3,137</u>

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Operations and Changes in Net Assets (Deficit) (Continued)**  
**Year Ended December 31, 2020**  
**(in thousands)**



Net assets without donor restrictions:	Eskaton Properties Inc.
Excess of contributions, net of expenses, gains, and other surpluses over cost (page 41)	\$ 3,137
Periodic pension cost	(603)
Redesignation from net assets with donor restrictions	-
Transfers between related entities	2,908
Change in net assets (deficit) without donor restrictions	4,842
Net assets (deficit) without donor restrictions, beginning of year	58,201
Net assets without donor restrictions, end of year	<u>\$ 63,043</u>
Net assets with donor restrictions:	
Contributions	\$ -
Change in net assets (deficit) without donor restrictions from affiliation	-
Change in assets held in trust by others	-
Investment income	-
Redesignation to net assets without donor restrictions	-
Net assets released from restriction used for operations	-
Change in net assets with donor restrictions	7
Net assets with donor restrictions, beginning of year	7
Net assets with donor restrictions, end of year	<u>\$ 7</u>
Change in net assets (deficit)	\$ 4,842
Net assets (deficit), beginning of year	58,208
Net assets (deficit), end of year	<u>\$ 63,050</u>

**Eskaton and Subsidiaries**  
**Consolidating Schedule – Cash Flows**  
**Year Ended December 31, 2020**  
**(in thousands)**

	Eskaton Properties Inc.
Change in net assets (deficit)	4,842
Adjustments to reconcile change in net assets (deficit) to net cash provided by (used in) operating activities:	
Depreciation	6,712
Amortization of deferred financing costs and premium	(31)
Amortization of CCRC contracts	(2,917)
Net realized and unrealized gain on investments	15
Net realized and unrealized gain on investments	(7,813)
Pension related changes other than net periodic pension cost	603
Change in fair value of derivative instruments	-
Change in fair value of investments	(2,308)
Transfers between related entities	1,056
CCRC resales of nonrefundable contracts	765
CCRC sales of nonrefundable contracts	(4)
(Gain) loss on disposal of property and equipment	1,777
Change in operating assets and liabilities:	
Accounts receivable	(372)
Change in inventories	61
Change in deposits and prepaid expenses	387
Change in other assets	(659)
Change in accounts payable	(1,101)
Change in accrued liabilities	301
Change in long-term debt	(3,226)
Change in other liabilities	(1,902)
Net cash provided by (used in) operating activities	(4,626)
Purchases of assets limited as to use	(89,291)
Proceeds from sale of assets limited as to use	87,475
Proceeds from sale of investments	-
Cash received in TRC affiliation	(3,556)
Expenditures for property and equipment	(4,562)
Proceeds from disposal of property and equipment	-
Net cash provided by (used in) investing activities	(90,374)
CCRC contracts refunded	(65)
Change in deposits on unoccupied units	(519)
Principal payments on long-term debt	(3,072)
Debt issuance costs	4,230
Net cash provided by (used in) financing activities	153
Net (decrease) increase in cash, cash equivalents and restricted cash	(6,225)
Cash, cash equivalents and restricted cash, beginning of year	16,650
Cash, cash equivalents and restricted cash, end of year	10,425
Supplemental disclosure:	
Cash paid for interest	3,042
Noncash portion of inherent contribution from affiliate	-

**Eskaton and Subsidiaries**  
**Eskaton Properties, Inc. Consolidating Schedule - Balance Sheet**  
**December 31, 2020**  
**(in thousands)**

	Home Office	Eskaton Care Centers - Maricopa	Eskaton Care Centers - Clark County	Eskaton Care Centers - Greenhaven	Eskaton Properties, Inc.
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 9,960	\$ 3	\$ 1	\$ 1	\$ 10,977
Assets limited as to use required for current liabilities	73	-	-	-	363
Investments	65,294	-	-	-	70,551
Accounts receivable, net	7	1,920	1,643	666	4,318
Other receivables	1,038	-	-	-	2,023
Inventory	343	17	26	73	573
Deposits and prepaid expenses	495	16	40	96	696
Due from related parties	8,174	-	-	-	8,174
<b>Total current assets</b>	<b>83,984</b>	<b>1,967</b>	<b>1,710</b>	<b>1,036</b>	<b>95,688</b>
Assets limited as to use, net of amount required for current liabilities	1,023	-	-	-	6,273
Property and equipment, net	1,396	3,304	3,017	3,056	46,360
Other assets:					
Land available for sale	1,830	-	-	-	1,830
Due from liability insurer	5,171	-	-	-	5,171
Associates membership/loaned deposits	-	6	5	6	2,641
Other	5,512	-	-	-	4,311
Due from related parties, net of current portion	3,147	-	-	-	3,147
	13,660	6	5	6	16,530
<b>Total assets</b>	<b>\$ 100,053</b>	<b>\$ 2,479</b>	<b>\$ 4,732</b>	<b>\$ 4,098</b>	<b>\$ 164,321</b>

**Eskaton and Subsidiaries**  
**Eskaton Properties, Inc. Consolidating Schedule - Balance Sheet (Continued)**  
**December 31, 2020**  
**(in thousands)**

	Henns Office	Eskaton Care Center - Marquette	Eskaton Care Center Fair Oaks	Eskaton Care Center Greenwood	Eskaton Properties, Inc.
<b>Liabilities and Net Assets (Deficit)</b>					
<b>Current liabilities:</b>					
Current maturities of long-term debt	\$ 2,452	\$ 50	\$ 184	\$ -	\$ 5,060
Current portion of deferred revenue from unamortized COIC entrance fees	-	-	-	-	2,302
Deposits on unoccupied COIC units	329	71	256	212	27
Accounts payable	460	107	139	157	1,263
Accrued interest:	549	232	333	302	1,139
Payroll and payroll taxes	2,222	-	-	-	1,886
Workers' compensation	1,348	-	-	-	2,222
Subordinated employee health plan	54	1	3	4	1,246
Interest	145	60	143	89	337
Other	173	-	1	1	610
Due to related parties	7,592	521	1,016	542	175
<b>Total current liabilities</b>					<u>16,903</u>
<b>Other liabilities:</b>					
Self-insured workers' compensation, net of current portion	10,983	-	-	-	10,983
Unfunded pension obligation	654	-	-	-	654
Professional liability	6,126	8	6	9	6,126
Associates membership/retirement deposits (net)	2	(21)	4	4	2,041
	17,795	-	0	13	80
	10,955	499	1,830	2,183	19,924
<b>Total liabilities</b>	<u>35,942</u>	<u>1,028</u>	<u>2,837</u>	<u>3,136</u>	<u>59,762</u>
Long-term debt, net of current maturities	-	-	-	-	1,161
Retainable COIC entrance fees	-	-	-	-	4,421
Deferred revenue from unamortized COIC entrance fees, net of current portion	-	-	-	-	(61,171)
<b>Total liabilities</b>					<u>63,053</u>
<b>Net assets (deficit):</b>					
Net assets (deficit) without donor restrictions	64,111	1,453	1,856	854	7
Net assets with donor restrictions	64,111	1,453	1,856	854	63,050
<b>Total liabilities and net assets (deficit)</b>	<u>\$ 100,053</u>	<u>\$ 2,479</u>	<u>\$ 4,732</u>	<u>\$ 4,992</u>	<u>\$ 164,221</u>

**Eskaton Properties, Inc. Consolidating Schedule - Operations and Changes in Net Assets (Deficit)  
Year Ended December 31, 2020**  
(in thousands)

	Home Office	Eskaton Care Center - Maricopa	Eskaton Care Center - Clark	Eskaton Care Center - Greenhaven	Eskaton Properties, Inc.
Net assets (deficit) without donor restrictions					
Revenue, gains, and other support:					
Net patient service revenue	\$ -	\$ 10,085	\$ 16,463	\$ 14,374	\$ 40,932
Resident service revenue, including amortization of COBC entrance fees	-	-	-	-	48,265
Home-based services	-	745	-	-	2,931
Government grant revenue	-	46	1,666	1,666	3,498
Other, net	-13,329	-	6	6	8,048
<b>Total revenues, gains, and other support</b>	<b>13,329</b>	<b>10,886</b>	<b>17,545</b>	<b>16,452</b>	<b>120,674</b>
Expenses:					
Salaries and wages	9,491	6,431	9,046	6,849	50,290
Employee benefits	(9,662)	2,967	(3,322)	3,024	10,881
Professional fees	9,714	315	743	194	11,249
Supplies	955	750	1,195	810	5,015
Purchased services	2,168	1,139	1,452	1,403	7,784
Ancillary costs	-	707	605	586	2,415
Utilities	227	828	369	308	3,806
Insurance and other	999	813	1,302	1,311	6,023
Depreciation	464	118	232	342	8,152
Interest and amortization	610	16	55	71	2,987
<b>Total operating expenses</b>	<b>20,483</b>	<b>13,424</b>	<b>18,153</b>	<b>16,516</b>	<b>107,183</b>
(Loss) income from operations	(7,154)	(2,538)	(604)	(1,434)	(6,626)
Nonoperating revenue:					
Investment income	7,602	-	-	-	8,576
Other components of net periodic pension benefit	426	-	-	-	476
Other	593	-	-	-	593
<b>Total nonoperating revenue, net</b>	<b>8,621</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,645</b>
Excess (deficiency) of revenues, gains, and other support over expenses	\$ 1,467	\$ (2,536)	\$ (604)	\$ (1,434)	\$ 1,137



**Eskaton Properties, Inc. Consolidating Schedule - Operations and Changes in Net Assets (Deficit) (Continued)**  
**Year Ended December 31, 2020**  
*(in thousands)*

	Home Office	Eskaton Care Centers - Meritima	Eskaton Care Centers - Capital Hill Oaks	Eskaton Care Centers - Greenhaven	Eskaton Properties, Inc.
Excess (deficiency) of revenues, gains, and other support over expenses (page 6)	\$ 1,847	\$ (2,536)	\$ (604)	\$ (1,454)	\$ 3,137
Provision related changes other than net periodic pension cost	(623)	-	-	-	(623)
Transfers between related entities	3,436	2,213	348	1,206	3,308
Change in net assets (deficit) without donor restrictions	4,660	(223)	(256)	(228)	4,942
Net assets (deficit) without donor restrictions, beginning of year	59,431	1,776	2,111	1,183	59,201
Net assets (deficit) without donor restrictions, end of year	\$ 64,111	\$ 1,453	\$ 1,855	\$ 954	\$ 63,043
Net assets with donor restrictions: Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Change in net assets with donor restrictions	-	-	-	-	-
Net assets with donor restrictions, beginning of year	-	-	-	-	7
Net assets with donor restrictions, end of year	\$ -	\$ -	\$ -	\$ -	\$ 7
Change in net assets (deficit)	\$ 4,660	\$ (223)	\$ (256)	\$ (228)	\$ 4,942
Net assets (deficit), beginning of year	59,431	1,776	2,111	1,183	58,208
Net assets (deficit), end of year	\$ 64,111	\$ 1,453	\$ 1,855	\$ 954	\$ 63,050

**Eskaton and Subsidiaries**  
**Eskaton Properties, Inc. Consolidating Schedule - Cash Flows**  
**Year Ended December 31, 2020**  
**(in thousands)**

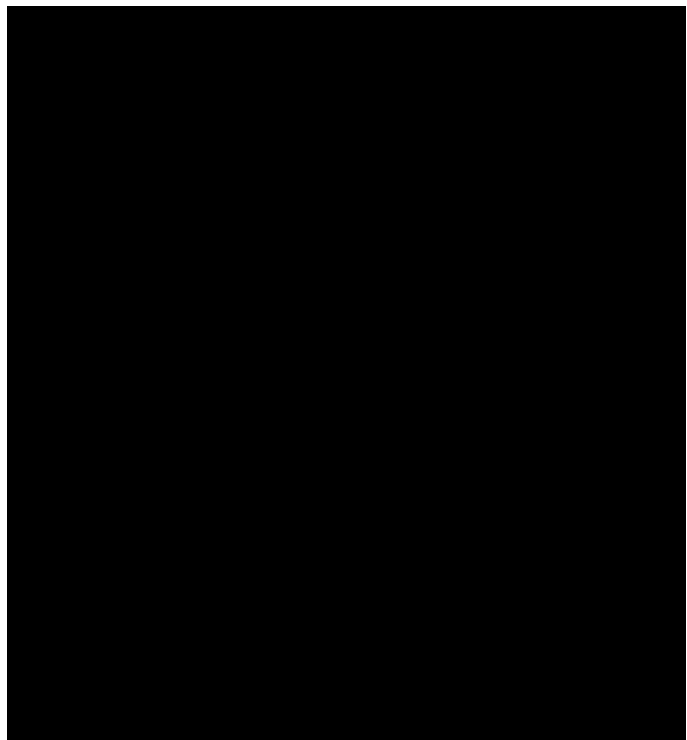
	Amount (thousands)	Eskaton Corp. Center Maintenance	Eskaton Corp. Center Fire Costs	Eskaton Corp. Center Other	Eskaton Corp. Center Other	Eskaton Corp. Center Other
Change in net assets (deficit)	\$ 4,642	\$ (322)	\$ (259)	\$ (228)		
Adjustments to reconcile change in net assets (deficit) to net cash provided by (used in) operating activities:						
Depreciation	444	179	266	345		
Amortization of intangible assets and goodwill	(29)	2	7	8		
Amortization of CDRC intangible fees	-	-	-	-		
Net realized and unrealized gain on assets limited as to use	(7,265)	-	-	-		
Net realized and unrealized gain on investments	823	-	-	-		
Transaction related changes other than net periodic pension cost	(1,436)	(2,213)	(344)	(1,201)		
CDRC results of nonrenewable contracts	-	-	-	-		
CDRC sales of nonrenewable contracts	-	-	-	-		
(Gain) loss on disposal of property and equipment	(4)	-	-	-		
Change in operating assets and liabilities:						
Change in receivables	33	460	337	999		
Change in inventories	(317)	(4)	(54)	(7)		
Change in deposits and prepaid expenses	31	(4)	15	(1)		
Change in other assets	(510)	-	(2)	(1)		
Change in accounts payable	(200)	(224)	(18)	(72)		
Change in accrued liabilities	(1,197)	(4)	(4)	(2)		
Change in unfunded pension obligation	306	-	-	-		
Change in other liabilities	(3,024)	(8)	4	6		
Net cash provided by (used in) operating activities	\$ (8,885)	\$ (1,942)	\$ (164)	\$ (252)	\$ (2,021)	
Purchases of assets limited as to use	(949)	-	-	-		
Proceeds from sale of assets limited as to use	876	-	-	-		
Purchase of investments	(46,266)	-	-	-		
Proceeds from sale of investments	95,324	-	-	-		
Expenditures for property and equipment	(382)	(184)	(283)	(242)		
Proceeds from disposal of property and equipment	4	-	-	-		
Net cash (used) in investing activities	\$ (1,323)	\$ (184)	\$ (283)	\$ (242)	\$ (252)	
CDRC contracts refund	-	-	-	-		
Change in deposits on unoccupied units	(449)	(87)	(207)	(249)		
Principal payments on long-term debt	(15)	(21)	(76)	(92)		
Net change in due balance from related entities	2,347	2,273	348	1,208		
Net cash provided by (used in) financing activities	\$ 4,357	\$ 2,153	\$ 30	\$ (87)		
Net (decrease) increase in cash, cash equivalents, and restricted cash	\$ (6,172)	\$ 3	\$ 1	\$ 3		
Cash, cash equivalents, and restricted cash beginning of year	\$ 10,026	\$ 3	\$ 1	\$ 3		
Cash, cash equivalents, and restricted cash end of year	\$ 3,854	\$ 6	\$ 2	\$ 6		
Supplemental disclosures:						
Cash paid for interest	\$ 636	\$ 16	\$ 4	\$ 54	\$ 61	

**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Balance Sheet**  
**December 31, 2020**  
**(in thousands)**

	Parent	Adult Day Health Care	Live Well At Home	Eliminations	Eskaton Combined
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 12				
Accounts receivable, net	-				
Other receivables	-				
Deposits and prepaid expenses	-				
Due from related parties	(35)				
Total current assets	(23)				
Property and equipment, net	1,112				
Other assets	1,284				
	2,396				
Total assets	<u>\$ 2,373</u>				
<b>Liabilities and Net Assets (Deficit)</b>					
Current liabilities:					
Accounts payable	\$ -				
Accrued liabilities:					
Payroll and payroll taxes	8				
Vacation	8				
Other	-				
Due to related-parties	755				
Total current liabilities	771				
Other liabilities	4				
Total liabilities	775				
Net assets (deficit):					
Net assets (deficit) without donor restrictions	1,598				
Net assets with donor restrictions	-				
Total net assets (deficit)	1,598				
Total liabilities and net assets (deficit)	<u>\$ 2,373</u>				

**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Operations and Changes in Net Assets (Deficit)**  
**Year Ended December 31, 2020**  
**(in thousands)**

	Parent	Adult Day Health Care	Live Well At Home	Eliminations	Eskaton Combined
Net assets (deficit) without donor restrictions:					
Revenue, gains, and other support:					
Home based services	\$ -				
Other, net	1				
Total revenues, gains, and other support	1				
Expenses:					
Salaries and wages	240				
Employee benefits	76				
Professional fees	-				
Supplies	20				
Purchased services	26				
Ancillary costs	-				
Utilities	4				
Insurance and other	33				
Depreciation	-				
Total operating expenses	399				
Nonoperating revenue (expenses):					
Other	-				
Total nonoperating revenue (expenses), net	-				
Change in net assets without donor restrictions	(398)				
Net assets (deficit) without donor restrictions, beginning of year	1,996				
Net assets (deficit) without donor restrictions, end of year	<u>\$ 1,598</u>				



**Eskaton and Subsidiaries**  
**Eskaton Consolidating Schedule – Cash Flows**  
**Year Ended December 31, 2020**  
**(in thousands)**

	<u>Parent</u>
Change in net assets (deficit)	\$ (398)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	-
Loss on disposal of property and equipment	-
Change in operating assets and liabilities:	
Change in receivables	(2)
Change in deposits and prepaid expenses	-
Change in accounts payable	(2)
Change in accrued liabilities	1
Change in other liabilities	-
Net cash used in operating activities	<u>(401)</u>
Expenditures for property and equipment	<u>(47)</u>
Net cash used in investing activities	<u>(47)</u>
Net change in due to/due from related entities	<u>442</u>
Net cash provided by financing activities	<u>442</u>
Net decrease in cash, cash equivalents and restricted cash	(6)
Cash, cash equivalents and restricted cash, beginning of year	<u>18</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 12</u>



**Eskaton and Subsidiaries**  
**Supplementary Information – Social Responsibility (Unaudited)**  
**Years Ended December 31, 2020 and 2019**

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Eskaton supports community charitable organizations, and other not-for-profit aging services organizations that provide services to older adults, through financial contributions to those organizations. In addition, Eskaton provides the following community service programs:

**Resident Assistance Funds** – Eskaton contributes funds to and solicits donations to various resident assistance funds that provide help to older adults who can no longer afford the monthly fees associated with their care and do not have sufficient family resources to cover the full cost of services. Residents are screened based on income and net assets and family resources and eligible residents are provided a monthly assistance stipend to supplement available income as necessary.

**Telephone Reassurance Program** – Eskaton owns and operates a telephone reassurance/home visitor program. The Telephone Reassurance Program is provided primarily by volunteers, is free to clients, and includes daily telephone calls and/or weekly home visits to isolated older adults.

**Adult Day Health Care Center (“ADHC”)** – Eskaton owned and operated an ADHC program that provides social, recreational, and rehabilitation services to residents of a portion of Sacramento County. The ADHC program accepted Medi-Cal clients despite the shortfall of Medi-Cal reimbursement compared to cost. The ADHC program also accepted uninsured and under-insured clients at rates below actual cost. The operations of ADHC were suspended in early 2020 due to the COVID-19 pandemic, and a decision was made by management to permanently discontinue the program.

**Social responsibility costs** – The Organization considers the actual costs of charitable community organizations and aging services organization sponsorships, and actual costs, net of any reimbursement, of providing community service programs, to be social responsibility. The level of social responsibility provided for the years ended December 31 is measured as follows (dollar amounts in thousands):

	2020	2019
Community sponsorships	\$ 126	\$ 84
Aging services sponsorships	45	59
Resident Assistance Funds	124	107
Telephone Reassurance Program	399	275
ADHC, net of revenue	381	529
	<hr/>	<hr/>
Total	<u>\$ 1,075</u>	<u>\$ 1,054</u>

Community service program operating statistics:

Resident Assistance Funds:

Months of assistance	66	77
Residents assisted	7	9

Telephone Reassurance Program:

Telephone calls	51,229	57,123
Home visits	395	2,644
ADHC client days	2,041	9,038



**SECTION 999.5(d)(11)(G)**

**(G) Any requests for opinions to the Internal Revenue Service for rulings attendant to this transaction and any Internal Revenue Service responses thereto.**

No parties to the transaction requested opinions from the Internal Revenue Service for rulings attendant to this transaction.



**SECTION 999.5(d)(11)(H)**

**(H) Pro forma post-transaction balance sheet for the surviving or successor corporation.**

A pro forma post-transaction balance sheet for E3 Acquisition, LLC has been provided in Section 999.5(d)(9).